

General Conditions



# Cancellation and Assistance Insurance

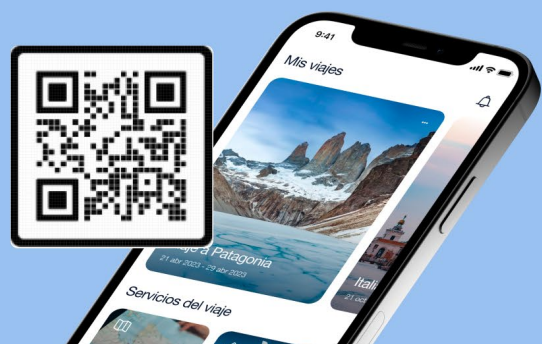


## Table of Contents

Particular Conditions	3
General Conditions	7
Regulations applicable to the insurance	17
Guarantees Covered	24
Data Protection - White Horse Insurance Ireland Dac	37
Services included in the Insurance	38
General information on Intermundial XXI, S.L.U. Insurance and Reinsurance Brokerage	39
Personal Data Protection	41

### Intermundial App

- ✓ 24/7 Assistance with Telemedicine
- ✓ Request and management of reimbursements
- ✓ Real-time travel information



# Particular Conditions

## Cancellation and Assistance Insurance



The policy number ESE55-I22-21A1 is underwritten by WHITE HORSE INSURANCE IRELAND DAC (registered in the Special Register of Insurance Entities of the DGSFP under code L1182) through its underwriting agency Mana Underwriting, S.L.U., and brokered by INTERMUNDIAL XXI, S.L.U., insurance and reinsurance brokerage firm (registered in the Special Administrative Register of Insurance Brokers of the DGSFP under codes J1541 and RJ0070).

Premiums not valid for cruise travel

When the country of origin of the trip and the habitual residence of the Insured are different, the premium to be applied will be that which would correspond to consider that the trip has started in the country of his habitual residence.

### Kilometric franchise

It is expressly agreed that the obligations of the Insurer arising from the coverage of this policy end at the moment at which the Insured Party has returned home or has been admitted to a health facility located within 25 km from the aforementioned address (15 km in the Balearic and Canary Islands).

### Relatives of the insured

For the purposes of insurance, the INSURED's family members shall be considered to be their spouse, common-law partner, or person living permanently with the INSURED, as well as their family members up to the **second degree of consanguinity**, in both a straight and collateral line and either by consanguinity or affinity.

For these purposes, any person living with the Insured who certifies such cohabitation by means of a certificate of registration shall also be considered family members of the INSURED.

## GUARANTEES

The object of this insurance policy are the articles that appear as contracted in the following table of guarantees with the limits stated.

## Table of benefits

### 1) Assistance guarantees

1.1. Assistance to people	
1.1.1. Medical and health care assistance _____	3.500 €
1.1.5. Costs of urgent dental treatment _____	60 €
1.1.10. Repatriation or medical transport of ill or injured persons _____	unlimited
1.1.13. Repatriation or transport of the deceased insured party _____	unlimited
1.1.15. Early return due to the death of a relative _____	unlimited
1.1.27. Travel by a person in the case of hospitalisation of the insured more than 5 days _____	unlimited
1.1.27.1. Accommodation expenses of the displaced person due to the hospitalisation of the insured more than 5 days (40 €/day) _____	400 €
1.1.66. Medical and health assistance for a pre-existing condition _____	3.500 €

### 2) Luggage guarantees

2.1. Material losses _____	300 €
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### 3) Guarantees relating to cancellation, interruption and change of conditions of the trip

3.1. Travel cancellation costs	
Spain _____	800 €
Europe _____	1.300 €
Worldwide _____	1.800 €

### 6) Civil liability guarantees

6.1. Private civil liability _____	6.000 €
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**When Policy conditions or an excerpt of the same are required to be issued in a language other than Spanish, in the event of litigation, the conditions in the Spanish-language version shall prevail over all other language versions.**

Policy number: ESE55-I22-21A1  
UMR - B1812WHLXXXX64823

General Conditions: Cancellation and Assistance Insurance  
Effect date: 17/06/2024 – 30/04/2025

## Provision of services

The provision of the services set out in this policy shall be executed by the Insurance Company.

For the provision of emergency services, the Insurer shall provide the Insured Party with documents accrediting their rights as holder, as well as instructions and emergency hotline number.

The Insurer's telephone number is 91 084 87 94 for calls within Spain and +34 91 084 87 94 for calls abroad.

**The Insurer will only reimburse calls made to the helpline number 91 084 87 94. Any other calls made or received to or from the correspondents or the service providers are expressly excluded.**

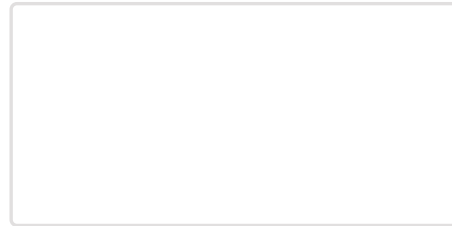
Issued by

Mana underwriting, S.L.U. on behalf of the insurer

In Madrid, June 17, 2024

Mana Underwriting, S.L.U.

The Policyholder



CEO  
Manuel López Nieto-Sandoval

# General Conditions

## Preliminary Clause

This contract is governed by Law 50/1980, of 8 October, on Insurance Contracts, Law 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance entities, and Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance entities.

The contract is composed of: the Application, the Declaration made by the POLICYHOLDER and/or the INSURED, the General Conditions, the Specific and Special Conditions of the Policy, as well as any Supplements or Appendices thereto.

The contract is subject to Spanish jurisdiction. Any conflicts which may arise in relation to its interpretation or application shall be decided by the competent Judges and Courts of the INSURED's place of residence in Spain. If the INSURED does not reside in Spain, the competent jurisdiction shall be that of the Courts and Tribunals of the city of Madrid.

## Definitions

In this contract the following terms shall have the meanings given here:

### Accident:

A bodily injury deriving directly from a violent, sudden, external cause which was not intended by the INSURED, resulting in death, permanent invalidity or any other similar consequence guaranteed by the policy.

### Serious accident:

Any bodily injury resulting from a violent, sudden, external cause and unrelated to the intention of the injured party, the consequences of which prevent the normal movement from his habitual home, **within 12 days prior to the start of the trip.**

### Companion of the insured:

Person who travels in the company of the INSURED, registered in the same reservation and also insured by the same policy.

### Airline:

Any company which offers scheduled or charter flights with previously established timetables, known commonly as Regular Airlines or Charter.

### Eu-based airline:

Airline that has its head office in one of the member countries of the European Union.

### Non-eu-based airline:

Airline that has its head office in country that is not a member of the European Union.

### Self-isolation:

Isolation of those who spontaneously declare having had contacts at risk of infection and usually carried out in their own home.

Policy number: ESE55-I22-21A1

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#### Underwriting agency:

Entity that, by means of a power of attorney contract with an insurer, underwrites risks in the name and on behalf of the insurer.

The underwriting agency in this policy is Mana Underwriting, S.L.U., with registered office at calle Irún 7, 1º 28008 Madrid, and registered in the Register of the DGSFP under Code: AS0106.

#### Pets:

Pets used for company or security, with the exception, under all circumstances, of those used for hunting or any other kind of sport.

According to the provisions of the relevant regulations of the autonomous regions, the animal must be registered and identified with the microchip or tattoo which it has been given.

In the case of cats, it will be sufficient to identify them using their health card.

In the case of dogs and cats, animals under three months and over nine years of age will not be covered by the insurance.

For all other animals, those under three months of age will not be covered by the insurance.

The species covered are: dogs (all breeds), cats (all breeds), ferrets, hedgehogs, horses, Vietnamese pigs, primates, rodents, birds, reptiles, amphibians, fish, arachnids and other invertebrates.

#### Revocation of the trip:

For the purposes of this policy, the decision by the INSURED to revoke the services requested or contracted before the agreed departure date.

#### Basic necessities:

Those goods or essential or indispensable products that cover the basic needs of daily life. Neither alcoholic drinks nor tobacco are considered basic necessities.

#### Insured/insured party:

Every person who, being a member of the insured group, has an insurable interest, satisfies the terms and conditions for membership and appears as a traveller in the certificate of the policy taken out, which is provided together with the policy's general terms and conditions, assuming the obligations arising from the contract.

#### Insurer:

Entity that assumes the risk defined in the policy.

The INSURER of this policy is White Horse Insurance Ireland dac, with registered office at Rineanna House, Free Zone West, Shannon, Co Clare, Ireland.

registered in the Registro Especial de Entidades Aseguradoras de la DGSFP in Spain, under number L1182.

#### Beneficiary:

The natural or legal person who, upon assignment by the INSURED, has the right to receive any compensation.

#### Cancellation of the trip:

For the purposes of this policy, cancellation of the trip shall be understood to mean the decision by the organiser of that trip or any of its providers, before the agreed departure date, to not provide the contracted services, for any reason not attributable to the INSURED.

#### Exclusion period:

Period during which the INSURED cannot yet enjoy the coverages of the Policy, where indicated.

#### Catastrophe:

An event which, due to its magnitude and seriousness, causes great destruction and human suffering, and which seriously disrupts the normal course of things.

#### Duplication of insurance:

Any circumstance which means that at least two insurance policies provide identical coverage for the same risk during a period of time, each one contributing proportionally to the loss.

#### Driver:

Any individual driving a vehicle at the time of the incident. The driver must be in possession of the corresponding administrative authorisation permitting him/her to drive and it must be valid at the time of the breakdown or incident.

#### Insurance broker:

Entity that carries out the activity of private insurance mediation without maintaining contractual links that involve affection with insurance companies, and that offers independent, professional and impartial advice to its clients. The brokerage that mediates this policy is INTERMUNDIAL XXI, S.L.U., insurance and reinsurance brokerage, with address at calle Irún 7, 1º 28008 Madrid, and registered in the Special Administrative Register of insurance brokers of the DGSFP with the codes J-1541 and RJ-0070.

#### River cruise:

Pleasure trip by boat along rivers and tributaries, stopping at different cities. The ships have a more limited passenger capacity compared to sea cruises and no medical service on board.

#### Sea cruise:

A pleasure voyage by ship on seas and oceans lasting several days or weeks, calling at various ports for sightseeing. The ship usually travels to and from the same place, providing leisure and recreational services to its passengers. Medical service is available on board.

#### Medical quarantine:

Compulsory isolation imposed by the health authorities in order to stop the spread of a contagious disease to which the INSURED PARTY may have been exposed. This isolation must be imposed prior to the start of the insured trip.

#### Rightholder:

Heir of the INSURED and, therefore, beneficiary to the compensation rights set out in the policy.

#### Usual residence:

For the purposes of this Policy, this shall be understood to mean the place where the INSURED resides for at least 183 days in a calendar year.

#### Temporary residence:

In long-term insurance policies, the temporary residence shall be understood to mean the place where the INSURED resides until their stay ends, when they return to their usual residence.

#### Disease/illness:

Any impairment of health not caused by an accident, diagnosed by a doctor, which requires health care and whose first manifestations appear after the Policy was taken out.



#### Congenital disease:

Any impairment of health which one is born with, either because it is hereditary or because it was contracted in the womb.

#### Degenerative disease:

A disorder, generally chronic, in which the functioning or structure of the affected tissues or organs becomes progressively worse over time, and which may be transferred from one tissue to another.

#### Serious illness:

Any impairment of health not caused by an accident, diagnosed by a medical professional, which requires bed rest, or which makes it impossible to undertake an activity, professional or private, whose expected evolution, based on the pathology presented, makes it probable that the insured trip cannot be undertaken on the envisaged dates. Where the illness affects any person other than the INSURED, it will be defined as serious when, after taking out the insurance policy, by medical prescription, it requires hospitalisation or bed rest, with continuous attention and care from health care workers or persons designated for that purpose, within 12 days before the start of the journey.

#### Pre-existing or chronic condition:

A pre-existing or chronic condition is considered to be any pathology whose symptoms began before the Policy was contracted, even if a definitive diagnosis had not yet been reached.

#### Epidemic:

A disease which is spread at the same time and in the same country or region and which affects a large number of people.

#### Luggage:

All the objects for personal use which the INSURED has with him/her during the trip, as well as those shipped by any means of transport.

#### Professional luggage:

Any object or tool for professional use which the INSURED takes with him/her in order to be able to carry out a professional activity during the trip, which is covered by the insurance policy, including commercial samples.

#### Golf equipment:

Understood to be the bag and clubs used to play said sport.

#### Winter sports equipment:

This shall be understood to mean skis, ski poles, ski boots, helmet, snowboard, snowboard boots and ice skates.

#### Event:

This shall be considered any incident which affects more than one INSURED.

#### Abroad:

Abroad, for the purposes of the guarantees provided by the Policy, shall mean a country other than Spain or, in the case of insured persons not resident in Spain, any other than is not the usual place of residence of the INSURED from where the trip begins.

#### Relatives of the insured:

For the purposes of the insurance policy, the relatives of the INSURED are considered to be the spouse, de facto partner, or the person who permanently lives as such with the INSURED, as well as relatives to the third degree of consanguinity, both in a direct line and collaterally, and whether by kinship or affinity.

Any person who lives with the Insured and who accredits that by means of a municipal registration certificate shall, for these purposes, also be considered a relative of the INSURED.

**IN ALL CASES, the extension of the degree of consanguinity will be stipulated in the Specific Conditions of the Policy, in relation to the INSURED, for the purposes of the provisions covered by the Policy.**

#### Ski pass:

The pass for access to the ski slopes.

#### Excess:

The amount, percentage or any other magnitude agreed in the Policy, to be paid by the INSURED, which will be deducted from the indemnity to be paid out by the INSURER in each claim.

#### Minimum distance:

For guarantees related to Assistance to People, the policy covers the INSURED **from the distance indicated in the Specific Conditions of the Policy.**

#### Force majeure:

Any abnormal and unforeseeable circumstances occurred at or in the vicinity of the travel destination that are unconnected with the person invoking them and could not have been avoided, even if that person had acted with due care. For the purposes of this policy, only the following shall be regarded as grounds for force majeure: war, invasion, acts of foreign enemies, hostilities and military operations (regardless of whether war is declared or not), civil war, rebellion, coup d'état, insurrection, revolution, usurpation of national power, strikes, terrorism, riots and disturbances, and the following weather conditions or acts of nature provided that they cause catastrophic damages: fire, flooding, earthquake, explosion, tsunامي, volcanic eruption, landslide, avalanche, hurricanes, cyclones, storms, snow.

#### Costs incurred:

Costs necessary as the result of an event covered by the policy, in accordance with the particular specifications of each coverage.

#### Handling costs:

Costs incurred in the processing and management of a trip and/or booking which are charged to the traveller by the travel agency, independently of the price of the trip.

**These shall be limited to a maximum of 10% of the amount of the supplier's invoice for cancellation fees**, irrespective of what has been invoiced by the travel agency, provided that the service providers have not commissioned the travel agency with the sale.

#### Bed rest:

The consequence of a pathological process or therapeutic measure which forces the person to remain in bed or which reduces their mobility to the extent that they are unable to fend for themselves.

#### Hospitalisation:

Understood as such when the person has been taken to a ward and spent at least one night in the hospital or clinic. Entering or staying in the ACCIDENT AND EMERGENCY area does not apply.

#### Theft:

The taking of property which does not belong to you, not involving violence, intimidation of people or forced entry.

#### Underinsurance:

A situation which arises when the insured amount attributed to the guaranteed object in the policy is lower than its true value. In those circumstances, if a claim is made, the INSURER has the right to apply the proportional rule.

#### Permanent invalidity:

Organic or functional loss of limbs and abilities of the INSURED whose intensity is described in these General Conditions, and recovery from which is not considered likely in the view of medical experts appointed in accordance with the law.

#### Voluntary abandonment:

Cancellation of the journey due to a demonstrable event, by means of a certifying document or not, which prevents the INSURED from undertaking the journey on the envisaged dates. **Any cancellation notified after the start of the first service contracted as part of that trip ('no show') is expressly excluded.**

#### Sports material:

The equipment needed to do a sports activity.

#### Valuable items:

Goods and material for professional use, jewellery, being understood to mean items made of gold, platinum, pearls or precious stones; coins, bank notes, travel tickets, stamp collections, certificates of any kind, identity documents and, in general, any documents or securities on paper, credit cards, storage tapes and/or disks, documents recorded on magnetic tape or filmed; valuable items, being understood to mean items made of silver, paintings, works of art and art collections of any kind, as well as fine furs; prostheses, glasses and contact lenses; sports equipment; telephonic, electronic and digital equipment, computer equipment of any kind, as well as their accessories.

#### Tourist operators:

Travel agencies which organise travel packages, on more than an occasional basis, and which sell them or offer them for sale, directly or through retailers.

#### Orthosis:

An external appliance or device which is placed on the body in order to support or prevent deformations and to modify or improve the structural or functional aspects of the moving parts of the body.

#### Pandemic:

An epidemic disease which reaches phase 5 of the pandemic alert in accordance with the WHO classification, as it has spread to at least two countries of a WHO region.

#### Policy:

The document containing the contractual conditions of the insurance. The General Conditions, the Specific Conditions, which individualise the risk, the Special Conditions, if any, and the supplements or appendices attached in order to complete or modify it, form an integral part of it.

#### Positive covid result

Positive PCR (Polymerase Chain Reaction) test result and/or positive certified lateral flow test result.

Valid lateral flow testing will be performed by trained healthcare staff or trained operators in a healthcare facility, clinic or pharmacy. The document to be submitted by the INSURED must contain their personal data and the result of the test.

Any home rapid lateral flow test(s) or self-testing is excluded.

#### Medical prescription:

A certifying document by means of which a doctor indicates to his/her patient the recommendations which they must follow in the treatment of their illness.

#### Premium:

The price of the insurance, which will include the surcharges and taxes legally applicable at each time. The amount of the premium may vary depending on the different spheres of coverage the policy permits, and it will be determined in its Specific Conditions.

#### Prosthesis:

An artificial element which is integrated into the body in order to replace an organ or limb which, for whatever reason, is missing.

#### Providers:

Any natural or legal person that provides tourist services other than those specifically mentioned in the DEFINITIONS section.

#### Accommodation provider:

Providers and intermediaries in the contracting of accommodation services exclusively.

#### Transport providers:

End providers and intermediaries in the contracting of transport services by rail, air, sea or road exclusively.

#### Transfer providers:

End providers and intermediaries in the contracting of transport by road, including though not limited to coaches, taxis, car hire companies and companies specialising in connections (transfers).

#### External provider:

Provider for one or more components of the Trip that has been contracted by the Agency and is not on the list of providers excluded by the INSURER. The Provider must be included within the definitions contained in the General Conditions relating to Airlines, Accommodation Providers, Transfers and/or Transportation.

#### Financial collapse/bankruptcy/insolvency:

For the purposes of this Policy, it will be considered that there is a situation of Bankruptcy or Insolvency of a Provider when:

- a) A request is presented by an External Provider, i.e., the presentation of a request for an arrangement with creditors, insolvency proceedings or any other, similar instrument contemplated in the legislation of a country of the European Union, whether voluntary or by a third party.
- b) An External Provider calls a meeting of its creditors, informally or in any other manner, with the aim of considering an arrangement with those creditors, in accordance with the provision of "Section 588 of the Companies Act 1985" (Insolvency Act 1986) or any equivalent legislation of countries of the European Union.
- c) A freezing order and/or prohibition on the disposal of any property or asset belonging to the External Provider is issued, provided that that seizure prevents it from continuing with its commercial activity or the services which were going to be provided to the INSURED are interrupted or cancelled.
- d) The External Provider issues an official notice of cease of operations.
- e) Any other verifiable circumstance arises which means the presumption of cease of operations. It shall be considered that that presumption of cease of operations exists in, among others, the following circumstances:
  - a. Impossibility of making reservations.
  - b. Non-provision of services to all clients.
  - c. Close of the offices where the activity was carried out.

**Receptive:**

Any type of trip whose destination is Spain and where the INSURED's residence is in a different country.

In policies for receptive trips, and for the purposes of the provisions of the guarantees and compensation limits described in each one of them, the INSURED's residence shall be considered his/her usual place of residence in the respective country of origin, so that, whenever the word "Spain" appears, the reference shall be understood to be to the country of origin of the INSURED, whereas whenever the word "Abroad" appears, it shall be understood that Spain is included in that concept.

The premiums of receptive insured parties shall be billed according to their continent of origin. If the usual place of residence is in Europe, the premium to be charged will be that corresponding to the "Continental Sphere"; and, if the continent of origin is Africa, America, Asia or Oceania, the premium to be charged will be that corresponding to the "Worldwide Sphere".

When an INSURED with a usual place of residence abroad undertakes a trip, contracted through a local travel agency, to a different country, the territorial sphere to be applied will be the most disadvantageous of either the origin or the destination.

**In all cases, the coverages of the contract for INSURED PARTIES who do not reside in Spain will be limited to trips with destinations other than the country of residence, and travel within the country in which they reside is therefore excluded.**

**Relapse:**

Repetition of an illness or disease shortly after convalescence has ended.

**Proportional rule:**

Formula which is applied to determine the amount of the compensation which the INSURER must pay in the case of a claim, when the existence of underinsurance in the policy has been identified. In that case, the damage must be settled taking into account the proportion between the insured capital attributed to the guaranteed object in the policy and its real value at the time of the claim.

**Robbery:**

The taking of property which does not belong to you, involving violence, intimidation of people or forced entry.

**Linked travel services:**

Linked travel shall be understood to mean the combination of at least two different kinds of travel services acquired for the purpose of the same trip or holiday, which, not constituting a package deal, give rise to different contracts being entered into with each of the individual travel service providers, where, as a result of a single visit to or contact with the point of sale, a business owner makes it possible for the travellers to choose and pay for each travel service separately, or, specifically, to take out at least one additional travel service with another business owner, provided that this takes place no later than 24 hours after confirmation of the booking of the first travel service.

Where a maximum of one of the travel services (transport, accommodation, car rental) is acquired along with any other tourist service that does not form an integral part of a travel service, it shall not constitute a linked travel service if it does not represent a proportion equal to or greater than 25% of the value of the combination and it is not promoted as, or for some reason does not constitute, an essential characteristic of the trip or holiday.

**Subrogation:**

By virtue of the subrogation, the INSURER replaces the INSURED in exercising the actions or rights that they would have against the third parties causing the accident to recover the amount from them for which they are liable as a result of the damages caused, whose compensation under the insurance policy has initially been borne by the INSURER.

**Insured amount:**

The amount stipulated in the Specific and General Conditions, which comprises the maximum limit of the compensation or reimbursement to be paid by the INSURER for all losses incurred during the period of travel.

#### Loss:

Any sudden, accidental, unforeseen event not intended by the INSURED, whose harmful consequences are covered by the guarantees of this policy. All of the damage deriving from the same cause shall be considered to constitute a single loss. The definition of "REVOCATION OF THE TRIP" shall also give rise to a loss.

#### Kidnapping:

The unlawful retention of a person in order to demand money in exchange for his/her release, for extortion or for other political or social purposes, threatening the victim's life or health.

#### Professional substitute:

Person who stands in for another in an employment or service in the absence of the INSURED, and whose absence from that position makes it essential for the INSURED to assume the relevant burden or responsibility.

#### Third party:

Any natural or legal person, with the exception of:

- The INSURED themselves, their RELATIVES, any relative in the ascending or descending lines or individuals accompanying them on the TRIP.

#### Policyholder:

The natural or legal person with whom the INSURER jointly enters into this contract and to whom the obligations arising under it apply, except for those which, on account of their nature, must be satisfied by the INSURED PARTY or their BENEFICIARIES. When the signatory represents an INSURED GROUP, POLICYHOLDERS, for all purposes, will be considered as each and every INSURED PARTY making up said GROUP.

#### Trip:

Temporary Mode: Any journey undertaken away from the INSURED's usual residence, from the moment of departure until their return to the place of residence at the end of the trip. When the services provided by the POLICYHOLDER do not coincide with the departure of the INSURED from their usual residence, the journey shall be deemed to commence upon the provision of the first service contracted with the POLICYHOLDER.

Annual Mode: A trip shall be understood to mean any journey made by the INSURED away from his/her usual place of residence, from the time of departure to his/her return. When the services provided by the POLICYHOLDER do not coincide with the departure of the INSURED from their usual residence, the journey shall be deemed to commence upon the provision of the first service contracted with the POLICYHOLDER. **Time spent by the INSURED at his/her place of residence during the period of coverage shall not be considered a trip.**

**For the purposes of this Policy, journeys by the INSURED to and from his/her place of work shall not be considered trips, even if they exceed the minimum distance, if they are the usual journeys to and from the place of work.**

#### Package trip:

Package trips shall be understood to mean the prior combination of at least two of the following elements: transport, accommodation, car rental or rental of other motor vehicles or other tourist services not associated with the transport or the accommodation and which constitute a significant part of the package trip, sold or offered for sale in accordance with an all-inclusive price, when that provision exceeds 24 hours or includes a stay of at least one night. A package holiday shall be understood to mean any other trip regarded as such under Article 151 of Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users, and other complementary laws or equivalent legislation that replaces it in future.

#### Trip with alternative tourism activities:

Trips with alternative tourism activities are considered to be those whose aim is the enjoyment of experiences whose purpose is the practice of activities in nature, whether sporting or adventure, provided that they are carried out in a quality environment and a certain degree of physical effort or skill is inherent in their practice.

**The activities covered are the following: cycling, horse riding, boogie cars driven by the INSURED, rafting, scuba diving, jet skis, banana and beach sports in general, speedboats (with driver), canoes (local owners), helicopter flights, ranching activities (including *capeas*, etc.), motorboats (with driver), trekking, canyoning, quad bikes, tennis, golf, kayaks, windsurfing, pedal boats, catamarans, light vessels, snowmobiles, pocket bikes, water bikes, karts on ice, sledges or similar, sailing boats, orientation, baby parks, horse-drawn carts, rack railways, gymkhanas, shooting with dogs, Artouste train, aerotrim, bus-bob, chairlifts, rock climbing and abseiling, speleology, skating, bungee jumping, archery, hot-air balloon and tethered balloon, water skiing, ultratube, hydrospeeding, indoor rock climbing and any sporting activity with a similar level of risk.**

**Expressly excluded are activities carried out at altitudes of over 5,000 metres, all aerial sports (except those described above), as well as underwater activities at depths of over 30 metres.**

#### Trip with sports activities:

Trips with sports activities are considered to be those whose aim is the enjoyment of experiences which are sporadic in manner, whether sporting or adventure, provided that they are carried out in a quality environment and a certain degree of physical effort or skill is inherent in their practice.

**The activities covered are the following: skiing, ski mountaineering, cross-country skiing, freestyle skiing, snowboarding, freestyle snowboarding, skijoring, snowshoes, chairlifts, ice skating, crampons on ice, cycling, horse riding, vehicles, boogie cars, rafting, gorge-walking, scuba diving, free-diving, jet skis, banana and beach games in general, speedboats (with driver), canoes (local owners), helicopter flights, ranching activities (including *capeas*, etc.), motorboats (with driver), trekking, hiking, canyoning, 4-wheel bikes, motocross, karts, quads, paddle tennis, paintball, Airsoft, mountain bike, BMX, enduro, tennis, golf, kayaks, windsurf, water ball, pedal boats, catamarans, light vessels, snowmobiles, pocket bikes, 4-wheel, water bikes, karts on ice, sledges or similar, sailing boats, orientation, baby parks, horse-drawn carts, rack railways, gymkhanas, shooting with dogs, Artouste train, aerotrim, bus-bob, rock climbing and abseiling, speleology, cave diving, snorkelling, surf, kitesurfing, wakeboarding, skating, bungee jumping, archery, hot-air balloon and tethered balloon, water skiing, ultratube, ski-bus, hydrospeeding, indoor rock climbing, ice climbing, canicross, slacklining, flyboard, skateboarding, trail running, paddle surf, swimming, mushing, zip wire, via ferrata, laser tag, water-skiing, bodyboard, sandboard, kite buggy, running, highline, snowkite, snowbike, zorbing, mountaineering, mountain climbing, underwater fishing, surface fishing, canoeing, fun runs in a non-professional capacity, cycle-tourism, windrace, octopush, rap jumping, ringo, rollerski and any sporting activity with a similar level of risk.**

**Expressly excluded are activities carried out at altitudes of over 5,000 metres, all aerial sports (except those described above), as well as underwater activities at depths of over 30 metres.**

#### Life-threatening emergency:

Any condition in which there is immediate risk to the person's life or physical integrity, which means that, if they are not attended to immediately, they could die or suffer a temporary or permanent disability.

#### Vehicle:

Private cars, mopeds, motorcycles, motorhomes, mixed vehicles and light trucks for private use, up to 3.5 t (GVW), less than 6 m in length and less than 3 m in height, as well as trailers and caravans up to 750 kg GVW.

#### Rental vehicle:

The four-wheel car whose brand, model and registration number are indicated in the rental contract will be considered a rental vehicle, provided that its maximum authorised weight does not exceed 3,500 kg., it is not older than 10

years at the time when the insurance policy is taken out, and its maximum capacity is 9 people. Luxury vehicles, 4x4s in segments C, D, E and F, trailers, motor homes, caravans and minibuses are excepted, as are vehicles dedicated to the public transportation of people and goods, even if only occasionally.

#### Eu flight:

Flight that departs from a member country of the European Union.

#### Non-eu flight:

Flight that departs from a country that is not a member of the European Union.

#### Scheduled flight:

A flight with a pre-established timetable and route.

#### Charter flight:

A flight not scheduled by an airline, which does not form part of regular habitual flights and is not offered through traditional commercialisation channels.

## Regulations applicable to the insurance

### 1. Effect of the contract

This contract takes effect at 00:00 hours on the day indicated in the Specific Conditions of the policy, and its effects shall cease at 24:00 hours on the date indicated as the end of the contract in the Specific Conditions.

With regard to the guarantees of the insurance policy:

#### - Cancellation Expense Guarantees

- In **Temporary** Insurance policies: The Revocation Costs guarantee will come into effect at 24:00 hours on the day on which the insurance is contracted, and will end at the time at which the INSURED has begun the insured trip when leaving home. In **all cases, the coverage is valid only where the insurance has been taken out at the time at which the insured trip is confirmed, or within 7 days following that. Otherwise, coverage will begin 72 hours after the date of the insurance.**
- In **Annual Multi-Trip** insurance: The Cancellation Expenses guarantee will become effective 72 hours after the date of taking out the insurance or booking the trip, whichever occurs later. **No cancellation will be covered whose cause occurs at a time prior to taking out the insurance or before booking the trip subject to cancellation.**

- The remaining guarantees provided by the Policy shall only be valid when the insurance has been taken out before the date of commencement of the insured's trip and shall have effect **solely while the INSURED is travelling and away from the locality of his or her habitual residence** and, in the case of the Assistance to Persons guarantee, **when he or she is at a distance greater than that stipulated in the "Minimum Distance".**

**In all cases, the coverages of the contract for INSURED PARTIES who do not reside in Spain will be limited to trips with destinations other than the country of residence and they will become effective once they have left that country.**

**However, payment of the corresponding premium shall be a necessary condition for their entry into effect.**

If during the course of a trip with scheduled duration the INSURED is unable to return on the scheduled date due to an accident or unforeseen illness, and the trip is terminated during recovery, the INSURER will extend the policy cov-



erages until the INSURED is medically fit to return home. This clause will not take effect if the INSURED decides to extend the trip on their own free will once the INSURER's medical team determines that they are fit to return home. When the duration of the insurance is extended once the trip has begun, the dates between the insured periods must be consecutive, with no uninsured days remaining between the two periods.

In those cases in which the duration of the insurance has been extended after the contract has been taken out and the INSURED has been covered by a claim reported within the initial period of the contract, the extension of the dates of coverage shall not affect such claims, and all obligations of the INSURER in respect thereof shall be terminated at the end of the initial date of the contract. Likewise, those losses occurring prior to the extension of the term of the insurance, and which have not been reported to the INSURER within the initial period of the contract shall not be covered.

When the insurance has been taken out after the beginning of the trip, a **waiting period of 72 hours** from the date of taking out the insurance shall apply, and the coverage related to the theft of the insured luggage shall be null and void.

## 2. Territorial validity

The insurance is valid in the territorial area described in the SPECIFIC CONDITIONS, considering, in general:

**LOCAL Scope: those where the origin and the destination of the trip are within the same country.**

**CONTINENTAL Scope: those where the origin and the destination of the trip are within the same geographical continent.**

**In the case of travel originating in Europe, the continental scope will also apply when the destination is any of the countries bordering the Mediterranean (Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia, Turkey and Jordan), as long as this is specified in the specific conditions of the policy.**

**WORLDWIDE Scope: those where the origin and the destination of the trip are in different geographical continents.**

**In the case of the ASSISTANCE TO VEHICLES and ZERO EXCESS guarantees, it is expressly noted that their territorial scope is restricted to losses in Spain, unless otherwise indicated in the Specific Conditions of the Policy.**

## 3. Time validity.

In **Temporary Mode** insurance policies, their validity will be determined by their duration, expressed in the number of consecutive days and up to a maximum of 365 days, specified in the Specific Conditions.

However, if the INSURED's usual place of residence is outside Spain, **in no case may the duration of the insured trip exceed 120 consecutive days.**

In **Annual Multiple-Trip** insurance policies, the validity of the coverage shall be one year, in accordance with the dates indicated in the Specific Conditions. **However, trips lasting longer than that specified in the Specific Conditions of the Policy will not be guaranteed.**

In the case of Annual Multiple-Trip insurance policies with tacit renewal, if, two months before the end of the validity period, the INSURER has not notified the POLICYHOLDER, in a certified manner, of its wish to terminate the contract, it shall be considered extended for a new period of one year, and so on, successively. In the case of the POLICYHOLDER, that prior notice period in regard of the INSURER is reduced to one month.

## 4. Trips to risk/war zones

Claims for personal injury or material damage which occurred in areas for which the Spanish Ministry of Foreign Affairs has issued a recommendation to not travel at the time of entry of the INSURED (for example, due to terrorist attacks or natural catastrophes) **shall be excluded from coverage.**

If that recommendation was issued when the INSURED was at the destination, the coverage of the insurance **shall continue for a period of 14 days** from the time when the warning was issued. The INSURER must be informed during that period and the INSURED must decide whether to leave that area or to accept the issue of a supplement to the policy, in which new coverage and/or premium conditions may be established at the discretion of the INSURER.

## 5. International sanctions and embargos

Coverage of the insurance policy, payment of compensation and the provision of any service will be guaranteed only if they do not contravene economic, commercial or financial sanctions or embargoes which have been issued by the European Union and which are directly applicable to the parties to the contract.

This is likewise applicable in the case of economic, commercial or financial sanctions or embargoes issued by the United States of America, provided they do not contravene the legislative provisions of the European Union or Spain.

## 6. Payment of premiums

The POLICYHOLDER must pay the premium at the moment when the contract is signed. Successive premiums must be paid at the corresponding times.

For the purposes of determining the price of the insurance policy, the Insurer has already taken into account that some of the cover will not come on risk, such as cover for assistance where the trip has been cancelled or terminated. Likewise, as for annual insurance policies, to determine the price of the insurance policy, the Insurer has already taken into account that there may be restrictions at some period during the year which will prevent trips from going ahead or stays from being enjoyed. The insurance policy shall accordingly be regarded as a coherent whole, with a single premium paid on conclusion of the contract, without this creating any entitlement to any reimbursement, besides the ones expressly established by law, as from the date on which the first of the risks provided for in the conditions is covered, even in the case where one or more trips have failed to occur, for whatever reason. If a refund is required because none of the cover has come on risk, the Broker shall be entitled to deduct the sum of €10 by way of administrative expenses.

In the case of non-payment of the first premium by the POLICYHOLDER, or the sole premium has not been paid within the established time, the effects of the coverage shall not begin, and the INSURER may terminate the contract or demand payment of the agreed premium.

Non-payment of successive annual premiums shall give rise to the **suspension of the guarantees** of the policy, once one month from the deadline for payment has elapsed. If the INSURER does not demand payment within six months after the premium becomes due, it shall be understood **that the contract is terminated.**

**If the contract has not been rescinded or terminated in accordance with the previous paragraphs, the coverage shall once again take effect 24 hours after the day on which the POLICYHOLDER pays the premium.**

## 7. Terms of the contract

1. This Policy has been entered into based on the declarations made by the POLICYHOLDER and/or INSURED PARTY, which determined the acceptance of the risk by the INSURER and the calculation of the corresponding premium.

2. The POLICYHOLDER or the INSURED, must, , for the duration of the contract and within five (5) days of becoming aware of them, notify the INSURER of any changes to the factors or declared circumstances that increase the risk and are of such a nature that, had the INSURER been aware of them when concluding the contract, it would not have entered into it or would have concluded it on more onerous terms.

3. **The INSURER may choose between amending or terminating the contract within a period of one month, starting from the date it becomes aware of any reservation or inaccuracy in the declaration by the POLICYHOLDER and/or INSURED regarding the true extent of the risk, or of an increase in the risk, without the POLICYHOLDER being able to claim damages from the INSURER.**

If the INSURER does not present the POLICYHOLDER with the declaration, or the declaration is incomplete, both parties agree to consider as **increased risk** to be notified to the INSURER, for the purposes of Article 12 of Law 50/1980, of 8 October, on Insurance Contracts, **the imposition of any means of restriction of mobility in the locality in which the establishment is located, in its province or neighbouring provinces, which was not in force when the policy was taken out.**

4. If the content of the policy differs from the insurance proposal or the agreed clauses, the policyholder can ask the INSURER to correct the discrepancy **within one month of delivery of the policy.** After that period has elapsed, without any such request having been made, the provisions of the policy shall stand.

## 8. Claims. Payment of indemnities and reimbursements

a) The INSURER shall provide coverage for the guaranteed risks, **within the limits established and up to the maximum amount contracted for each case.** Events that have the same cause and that occurred at the same time shall be considered as a single loss.

b) In the case of guarantees which involve the payment of an indemnity and/or reimbursement, the INSURER must pay the indemnity at the end of the investigations and examinations necessary to establish the existence of the loss. **In any case, the INSURER shall pay, within 40 days from the receipt of the declaration of the loss, the minimum amount of that which may be due, based on the circumstances known to it.** If, within three months of the occurrence of the loss, the INSURER has not paid that indemnity for an unjustified reason or a reason that is attributable to it, the indemnity shall be increased by 20 per cent per year on the claimed amount covered by the policy

c) The indemnity for material damage will be determined on the basis of the replacement cost on the day of the loss, minus depreciation due to use. In the case of the Revocation Costs / Cancellation of Trip coverage, it shall be on the basis of the value of the cancellation on the day on which the cause which determines the Revocation of the Trip occurs.

d) If the parties reach an agreement on the amount and the form of the indemnity, the INSURER must pay the agreed sum **within twenty days from the date of the amicable agreement between the parties.** In the event of disagreement, the terms of article 38 of the Insurance Contract Law shall apply.

e) In order to obtain payment of the indemnity, the INSURED or the BENEFICIARIES must provide the documents attesting to the circumstances and consequences of the loss.

## 9. Assistance.

a) As soon as an event which could give rise to the provisions covered by the Policy occurs, the INSURED must notify the INSURER by means of the emergency telephone line established by the INSURER, stating their name, the policy number, the place and telephone number where they are located, and a description of the problem.

In cases of hospitalization, if any expenses incurred that are not duly justified or could have been avoided are not reported within 24 hours after admission, such expenses occurring after that period until the insured reports the event will be excluded from the coverage provided under this policy.

b) **The INSURER shall accept no responsibility for any delays or non-fulfilments due to force majeure or the special administrative or political characteristics of a given country.** In any case, if a direct intervention by the INSURER is not possible, the INSURED shall be reimbursed upon their return to Spain, or, in case of need, as soon as they are in a country where the above circumstance does not apply, for the expenses they have incurred and which are guaranteed, by means of the presentation of the appropriate original proofs.

c) If the INSURED is on board any type of land, sea or air vehicle, **the INSURER shall provide its services once the INSURED is on dry land.**

d) **The provisions of a medical nature and medical transport must be provided after agreement by the doctor who attends to the INSURED with the INSURER's medical team. Any medical or transport provisions which**

**the INSURED unilaterally considers it appropriate to request and receive, at his/her personal decision, without the INSURER's knowledge or authorisation, shall not be covered by the Policy, except in the case of an accredited emergency or force majeure.**

e) If the INSURED has the right to reimbursement for that part of the ticket which is not used, when making use of the transport or repatriation guarantee, **that reimbursement shall be passed on to the INSURER.** Likewise, with regard to the travel expenses of insured persons, the INSURER shall pay only those additional costs which are necessary, and which exceed the costs initially anticipated by the INSURED.

f) The provisions contained in the guarantees of this Policy are subsidiary to other provisions to which the INSURED has the right, and the INSURED must take the necessary steps to recover those costs from the entities which are obliged to pay them and to thus reimburse the INSURER for those amounts it had advanced.

## 10. Obligations of the Insured.

a) As soon as the loss occurs, the POLICYHOLDER or the INSURED must adopt all measures available to them in order to minimise the consequences of that loss. Any delay in reporting the incident that results in an unjustified increase in expenses will not be covered by the guarantees of this policy.

b) The POLICYHOLDER or the INSURED must inform the INSURER of the occurrence of the loss **within seven days from the date on which it is known.**

c) The INSURED must provide all proofs reasonably requested from him/her regarding the circumstances and consequences of the loss in order to render effective the provisions guaranteed by the Policy.

d) The INSURED must immediately request verification of the damage to or disappearance of the luggage by competent persons or authorities and make sure that the circumstances and importance of that damage/loss are reflected in the document which he/she will send to the INSURER.

**e) In relation to the guarantees of the present Policy, the INSURED and his/her relatives and beneficiaries exonerate the medical professionals who attended to him/her as a result of the occurrence of an event from professional secrecy, so that they can provide medical information to the INSURER, as well as the medical history in relation to the case, for correct evaluation of the claim. The INSURER may not make any use of the information received other than that indicated here.**

f) If the INSURER had guaranteed a payment to third parties and it was later revealed that those costs were not covered by the insurance, the INSURED must repay that amount to the INSURER within 30 days after notification to that effect by the INSURER.

g) In the case of robbery, the INSURED must immediately report it to the Police or Authority of that place and will accredit having done so to the INSURER. If the objects are recovered before the payment of the indemnity, the INSURED must take possession of them, and the INSURER shall only be obliged to pay for any damage suffered.

h) The INSURED must notify the agency from which he/she contracted the service covered by the insurance as soon as any of the causes which may give rise to the reimbursement of the trip revocation costs occur. This policy shall not cover any delay in communicating with the agency that results in an unjustified increase in cancellation expenses. Only the expenses incurred up to the date of the incident will be covered by the cancellation guarantee.

i) In the case of revocation or cancellation of the trip, the INSURED must provide the documents accrediting that, as well as the bills or receipts of the expenses.

j) In the case of claims for delays, the INSURED must accompany them with the documents attesting to the occurrence of the loss and the costs incurred.

k) In the event of a Civil Liability claim, the POLICYHOLDER and the INSURED must not accept, negotiate or reject any claim without the express authorisation of the INSURER.

l) Where there is a Supplier Failure Protection claim, the POLICYHOLDER, the agency and/or the INSURED must contact the INSURER as soon as they become aware of the event giving rise to the claim.

m) Where there is a Force Majeure Cover claim, the POLICYHOLDER, the agency and/or the INSURED must contact the INSURER as soon as they become aware of the event giving rise to the claim.

**In all cases, the INSURER reserves the right to ask the INSURED to present reasonable documents or evidence in order to effect payment of the provision requested.**

**If the INSURED acts in bad faith and makes false statements, exaggerates the amount of the damage, attempts to destroy objects or cause them to disappear, hides or removes all or part of the insured objects, uses inaccurate or manipulated documents as evidence or uses fraudulent means, he/she shall lose all rights to any indemnity for the loss.**

## 11. Cumulative amounts - maximum limits of indemnity for this policy

Below, we list the maximum amounts of indemnities payable **per claim** stipulated in this Policy, in the case of a claim which affects more than one insured party, and this guarantee appears as engaged in the Specific Condition of the Policy:

1.1.83. Early return on declaration of a state of alarm or closure of borders at destination due to COVID-19, 1.1.84. Early return due to border closure at destination due to COVID-19, 3.1.4.11) Closure of borders in the country of destination or transit due to COVID-19, provided that the change in requirements occurred after the date of taking out the insurance policy, 3.10. Trip interruption due to the closure of borders due to COVID-19, 3.11. Interruption of travel due to declaration of a state of alarm or closure of borders at the destination due to COVID-19 and 4.24. Expenses incurred due to missed booked services as a result of the closure borders at the trip destination due to COVID-19	€ 200.000
3.1.4.5. Official declaration of disaster area	€ 100.000
3.5.5.13. Decision of the INSURED	€ 200.000
7.1. Bankruptcy of providers	€ 200.000
8.1. Force Majeure	€ 200.000
5. Accident Guarantees	€ 1.500.000
10.1. Right to compensation	€ 60.000

If the amount claimed by all INSURED PARTIES exceeds these aggregate limits, claims will be paid taking into account the amount on the invoice for Cancellation Expenses presented by the INSURED PARTY and applying a proportional rule between the amount of the claim reported and the maximum aggregate limit for this policy. For all purposes relating to the aggregate limits, a policy is defined as a document identified under the same reference number, and an insured party is defined as any party with an insurance certificate with the same policy reference number.

**For all the guarantees of the Policy with a maximum cumulative amount per this policy, the INSURED or his/her BENEFICIARIES must notify the loss to the INSURER within 7 days of the occurrence of the loss.**

**If more losses are reported after that date, the payment will be made as long as the maximum cumulative amount applicable has not been exceeded.**

## 12. Subrogation

Except in the ACCIDENTS guarantee, the INSURER shall be automatically subrogated, up to the amount of the sums paid out in application of the provisions guaranteed by the Policy, in the rights and actions which may correspond to the INSURED PARTIES or their heirs, as well as other BENEFICIARIES, against third parties, natural or legal, up to the total of the services provided or indemnities paid out.

In particular, this right may be exercised by the INSURER in regard of land, river, sea or air transportation companies, with regard to the total or partial reimbursement of the cost of the tickets not used by the INSURED PARTIES.

## 13. Grievances and complaints relating to the handling of claims by the insurer

### Internal complaint procedure

In accordance with Spain's Ministry of Economy Order ECO/734/2004, THE INSURER has a CUSTOMER CARE SERVICE which you shall have to contact initially, and which is as follows:

- By post: Servisegur XXI Consultores, S.L.U. Calle Irún 7, 1 dcha, CP. 28008 – Madrid
- By email: [complaints@servisegur.com](mailto:complaints@servisegur.com)

Your complaint will be acknowledged promptly and in writing.

You will be notified in writing of the decision taken over your complaint or claim within 2 (two) months of its receipt.

### External complaint procedure

Should you remain dissatisfied with the final response or if you have not received a final response within two months of the complaint being made you may be eligible to refer your complaint to the Directorate General of Insurance in Spain. The contact details are as follows:

#### Dirección General de Seguros y Fondos de Pensiones

Paseo de la Castellana, 44.

28010 Madrid

España

Tel.: 952 24 99 82

Website: <https://www.sededgsfp.gob.es/es/Paginas/Procedimiento.aspx?pr=14>

You can bring legal proceedings before the court of first instance for the place where you reside, in accordance with article 24 of the Insurance Contracts Act.

## 14. Prescription

The actions deriving from the insurance contract shall lapse after two years in the case of damage insurance and five years in the case of insurance of persons.

# Guarantees Covered

The guarantees which may be contracted are those indicated in the following articles of these General Conditions. The guarantees effectively contracted by the POLICYHOLDER are those indicated in each case in the Specific Conditions of the Policy.

## 1) ASSISTANCE GUARANTEES

### 1.1. ASSISTANCE TO PEOPLE

#### 1.1.1. MEDICAL AND HEALTH CARE ASSISTANCE

The INSURER shall pay the costs corresponding to the intervention of the health care professionals and establishments which the INSURED requires during the trip as the result of an illness or accident which occurs during the course of that trip.

**The obligations of the INSURER deriving from this coverage shall end at the moment the INSURED has returned to his/her usual residence or has been admitted into a prescribed health care centre or one which corresponds to his/her usual place of residence.**

The following services are expressly included, though this list is not exhaustive:

- a) Care provided by emergency medical teams and specialists.
- b) Supplementary medical examinations.
- c) Hospitalisation, hospital treatment and surgical interventions.
- d) Pharmaceutical costs during hospitalisation, or refunding of their cost for injuries or illnesses which do not require hospitalisation.
- e) Care for urgent dental problems, meaning those which, due to infection, pain or trauma, require urgent treatment.

**In the case of a life-threatening emergency resulting from an unforeseeable complication of a chronic, pre-existing or congenital disease, the INSURER will only cover the costs of an initial health care intervention carried out urgently and within the first 24 hours following admission to hospital.**

Unless a different limit is indicated in the Specific Conditions of the Policy, dental care costs are limited to €120.

#### 1.1.5. COSTS OF URGENT DENTAL TREATMENT

The INSURER shall pay, **up to the limit indicated in the Specific Conditions** the cost of the treatment of the INSURED in order to relieve the pain related to a gum or dental piece infection which occurred during the course of the trip, and which gives rise to urgent treatment in order to mitigate that pain.

#### 1.1.10. REPATRIATION OR MEDICAL TRANSPORT OF ILL OR INJURED PERSONS

In the case of an accident or illness suffered by the INSURED and which, in the opinion of a medical professional, prevents him/her from continuing the trip, the INSURER shall pay:

- a) The costs of transfer to the nearest hospital or clinic.
- b) Monitoring by its Medical Team, in contact with the physician treating the injured or ill INSURED PARTY, in order to determine suitable steps to be taken leading to the best treatment to be followed and the most suitable means for his/her eventual transfer to another, more appropriate hospital or to their residence.
- c) The costs arising from transferring the injured or ill person, by the most appropriate means of transport, to the recommended hospital or his/her usual residence.

**The means of transport to be used in each case will be decided by the INSURER'S Medical Team based on the urgency and seriousness of the case.**

**In selecting the means of transport and the hospital which the INSURED should be admitted to, only the requirements of a medical nature shall be taken into account.**

**If the INSURED refuses to be transferred at the time and in the conditions determined by the INSURER's medical service, all the guarantees and costs resulting from that decision shall automatically be suspended.**

Likewise, in the event that the INSURED fails to provide the required and necessary documentation for the coordination of the transfer proposed by the INSURER, which includes, among others, the medical report and a copy of the identification document, or in the event that there is no response through any means of contact, or there is any other circumstance attributable to the insured that hinders the proper organization of the transfer, all guarantees stipulated in the policy will be automatically suspended. This effect will occur 24 hours after the request or contact with the client has been made, regardless of the means used for such communication, whether by telephone, email, or otherwise.

The INSURER is subrogated in the rights of the INSURED PARTIES for the tickets and all initially envisaged return costs.

#### 1.1.13. REPATRIATION OR TRANSPORT OF THE DECEASED INSURED PARTY

In the event of the death of an INSURED PARTY, the INSURER will organise and will pay the costs of transferring the body to the place of burial to the country of residence. Those costs will include post-mortem preparation costs in accordance with legal requirements.

#### **Funeral and burial costs will not be covered.**

The INSURER will be responsible for returning to their home up to two INSURED relatives of the deceased, so they can accompany the human remains to the burial site at the usual place of residence.

The INSURER is subrogated in the rights of the INSURED PARTIES for the tickets and all initially envisaged return costs to the country of residence.

#### 1.1.27. TRAVEL BY A PERSON IN THE CASE OF HOSPITALISATION OF THE INSURED

If the condition of the ill or injured INSURED PARTY **requires hospitalisation for a period greater than the number of days indicated in the Specific Conditions of the Policy**, the INSURER will make available to a relative of the INSURED, or the person designated by the INSURED, a return ticket, by plane (tourist class) or train (1<sup>st</sup> class), so that he/she can accompany the INSURED, provided that no first-degree relative is already at the INSURED's side.

If the INSURED is a minor and he/she is alone, the travel by a family member will be covered from the moment when hospitalisation of at least one night is envisaged.

#### 1.1.27.1. ACCOMODATION EXPENSES OF THE DISPLACED PERSON DUE TO THE HOSPITALISATION OF THE INSURED

If the condition of the ill or injured INSURED PARTY **requires hospitalisation for a period greater than the number of days indicated in the Specific Conditions of the Policy**, the INSURER will pay, after presentation of the corresponding bills, the accommodation costs of the companion, **up to the daily limit and for the maximum period indicated in the Specific Conditions of the Policy**.

The coverage for accommodation expenses will apply even if the companion is traveling with the Insured, provided that an overnight stay is anticipated and as long as the companion does not have planned accommodation in the locality of hospitalization, with the travel expenses of another person not covered.

If the INSURED is a minor and he/she is alone, the travel by a family member will be covered from the moment when hospitalisation of at least one night is envisaged.



#### 1.1.66. MEDICAL AND HEALTH ASSISTANCE FOR A PRE-EXISTING CONDITION

The INSURER will be responsible for the expenses corresponding to the intervention of the health professionals and establishments that the INSURED needs, during the trip, resulting from a chronic, pre-existing or congenital disease related to an event that occurred during the course of the trip.

The obligations of the INSURER arising from this coverage shall end at the time the INSURED has returned to their usual place of residence or has been admitted to a prescribed health centre or corresponding to the town/city of their usual place of residence.

The above, expressly and without limitation, includes the following services:

- a) Attention by emergency and specialist medical teams.
- b) Additional medical examinations.
- c) Hospitalisation, treatments and surgical interventions.
- d) Medication expenses during hospitalisation or reimbursement of their cost in the case of injuries or illnesses which do not require hospitalisation.
- e) Dealing with acute dental problems, meaning those which, on account of infection, pain or trauma, require urgent treatment.

#### **EXCLUSIONS APPLICABLE TO THE ASSISTANCE GUARANTEES ASSISTANCE TO PEOPLE**

The following are not covered by this guarantee:

- a) The guarantees and provisions that have not been requested from the INSURER or that have not been made by it or with its agreement, except in the case of force majeure or demonstrated material impossibility.
- b) Losses caused by wilful misconduct of the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons travelling with the INSURED.
- c) Losses occurring in the event of wars, demonstrations and popular uprisings, acts of terrorism or sabotage, strikes, arrests by any authority for crimes not resulting from traffic accidents, restrictions on free movement or any other case of force majeure, unless the INSURED proves that the loss is not related to the event for which the claim is made.
- d) Doing any type of sport where the insurance modalities "TRIP INCLUDING AN ALTERNATIVE TOURISM ACTIVITY" or "TRIP INCLUDING A SPORTS ACTIVITY" have not been contracted and are expressly specified in the Particular Conditions of the policy.
- e) Medical expenses derived from accidents arising due to taking part in sports competitions, official or private, as well as training or trials, sports expeditions and bets, with the exception of fun runs in a non-professional capacity.
- f) Losses caused by radiation from transmutation or nuclear disintegration or radioactivity, as well as those deriving from biological or chemical agents.
- g) Rescue in the mountains, at sea or in the desert if the mobilisation of that operation is unviable.
- h) Except as indicated in the assistance guarantees of these General Conditions, pre-existing or congenital conditions, ailments and diseases, as well as their consequences suffered by the INSURED prior to the policy coming into effect, EXCEPT for Annual Multi-Trip insurances, which will consider any condition suffered prior to the trip start date to be excluded. This exclusion does not apply to cover 1.1.66. MEDICAL AND HEALTH ASSISTANCE FOR A PRE-EXISTING CONDITION.
- i) Any illnesses and accidents occurring when exercising a manual profession or one which requires intense physical effort.
- j) Suicide or illnesses and/or injuries resulting from attempted suicide or intentionally caused by the INSURED to themselves.
- k) Treatments or illnesses or pathological conditions caused by ingesting or administering toxic substances (drugs), alcohol, narcotics, or from the use of medication without a prescription.
- l) Expenses incurred for any type of prosthesis and orthosis, EXCEPT those expressly included in coverage 1.1.48. PAYMENT OF CRUTCHES.
- m) Pregnancies and births, except for unforeseeable complications in the first 24 weeks of gestation.
- n) Regular medical, preventive or paediatric examinations.

- o) Any kind of medical or pharmaceutical costs arising as a result of fraud by the INSURED PARTY, or due to abandoning treatment leading to a predictable deterioration of health.
- p) The INSURER will not be responsible for medical or pharmaceutical costs whose amount is less than €9.00.
- q) Medical costs deriving from trips booked or commenced in contravention of medical advice.
- r) If the INSURED travels in order to receive medical treatment and the claim is related to that treatment.
- s) Recklessness, serious negligence and participation by the INSURED in betting, challenges, fights or criminal acts, except when acting in legitimate defence or attempting to save persons or property.
- t) The use of vehicles with less than four wheels, or without them, greater than 125 cc.
- u) Medical expenses derived from psychic, mental or nervous illnesses with or without hospitalisation EXCEPT those expressly included in coverage 1.1.3. EXPENSES FOR PSYCHOLOGICAL OR PSYCHIATRIC ILLNESSES
- v) In the case of incidents occurring during the insured trip, any type of medical or pharmaceutical expense incurred after the INSURED has returned home, EXCEPT for expenses expressly included in cover 1.1.53. REHABILITATION EXPENSES.
- w) Additional expenses derived from the transport of pets (muzzle, cage, leash, etc.) when cover 1.1.79 is used EXPENSES OF THE INSURED PARTY DERIVED FROM ACCOMMODATION OR SENDING A PROFESSIONAL DRIVER DUE TO IMMOBILISATION OF THE VEHICLE
- x) Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by Western medical science.

With the prior, express authorisation of the INSURER and by means of an agreed additional premium, exclusions e), h) and i) may be eliminated, which will be specified in the Specific Conditions of the Policy.

#### **EXCLUSIONS APPLICABLE TO GUARANTEE 1.1.66. MEDICAL AND HEALTH ASSISTANCE FOR A PRE-EXISTING CONDITION.**

In addition to the exclusions applicable to assistance guarantees, the following exclusions also apply for pre-existing conditions:

- a) Any medical condition for which an operation, treatment or diagnosis has been received in a hospital or clinic within the last six months prior to the commencement of the trip, when it is not a routine check-up and provided there has been unexpected exacerbation or decompensation.
- b) Any medical condition for which the Insured party is on a waiting list or is aware of the need for intervention or treatment in a hospital, clinic or infirmary.
- c) Any medical condition of which the Insured party has been informed but which has not been diagnosed.
- d) Any medical condition with a diagnosis of terminal illness.
- e) Any medical condition for which the Insured party has been advised by a doctor not to travel or has asked a doctor for such advice.
- f) Any medical condition for which the Insured party is travelling with the intention of obtaining medical treatment (including surgical intervention or diagnosis) or advice away from home.
- g) Any medical condition for which the Insured party is not following the recommended treatment or medication prescribed and recommended by the doctor.
- h) Travelling contrary to the health requirements stipulated by the carrier, its managing agents or other public transport provider.

## **2) LUGGAGE GUARANTEES**

### **2.1. MATERIAL LOSSES**

The INSURER shall pay, **up to the limit established in the Specific Conditions of the Policy**, the cost of material damage and losses suffered by the luggage or personal effects of the INSURED, and which occurred during the course of the trip, as a result of:

- Robbery, which, for the purposes of this guarantee, shall be understood to mean solely that which is committed by means of violence or intimidation of people or the use of force. **In the case of Robbery, up to the sub-limit established in the Specific Conditions shall be covered.**

-Breakdowns or damage caused directly due to fire or theft.

-Breakdowns or definitive loss, total or partial, caused by the transport company.

**Cameras, photography accessories, radio equipment, sound or image recording equipment, as well as their accessories, are limited to 50% of the insured amount for the luggage as a whole.**

This reimbursement will **always be in excess of those received from the transport company and complementary thereto**, In order to claim this compensation, the receipt of payment corresponding to the transport company, as well as a detailed list of the equipment and its estimated value must be presented.

The reimbursement will be determined on the basis of the replacement value on the day of the loss, minus depreciation due to use.

In order for the provision to be effective in the case of robbery, it will be necessary to present the corresponding report made to the competent authorities.

**The INSURER shall reimburse, up to the limit established in the Specific Conditions, the reasonable content of the luggage, using as the criteria for that valuation the nature and purpose of the trip, as well as the size and weight of the contents in relation to the piece of luggage in which they are being transported.**

**The limit per object may under no circumstance exceed €200.**

**External deterioration or damage of the luggage shall be compensated up to a maximum of 20% of the amount of Material Losses insured.**

The INSURER reserves the right to ask the INSURED to present any reasonable proofs or documents in order to render effective the payment of this provision.

## **EXCLUSIONS APPLICABLE TO THE LUGGAGE GUARANTEES**

The following are not covered by this guarantee:

a) Goods and materials for professional use, **UNLESS** guarantee 2.2. **MATERIAL LOSSES IN PROFESSIONAL LUGGAGE** has been contracted.

b) Jewels (which shall be understood to mean objects of gold, platinum, silver, pearls or precious stones), currency, banknotes, travel tickets, stamp collections, securities of whatever nature, identity documents and, in general, all paper documents and financial instruments, credit cards, memory discs or tapes, documents recorded on magnetic tapes or filmed, valuable objects (which shall be understood to mean any objects of silver, paintings, works of art, and all types of art collections, as well as valuable furs), prostheses, headphones, spectacles and contact lenses, musical instruments, telephony devices, electrical equipment, digital equipment, computer materials of all kinds, as well as their accessories, **EXCEPT** those expressly included in the **ROBBERY AND MATERIAL DAMAGE OF LUGGAGE** coverage of guarantees 2.1. **MATERIAL LOSSES** and 2.2. **MATERIAL LOSSES IN PROFESSIONAL LUGGAGE**.

c) Sporting materials, **UNLESS** the guarantees of the "SPORTING ACTIVITY" **EXTENSION** have been contracted.

d) Robbery, which is understood to be the taking of property which does not belong to one, not involving violence, intimidation of people or forced entry.

e) Damage due to normal or natural wear and tear, inherent defect, inadequate or insufficient packaging, even if caused by the transport company, or the slow action of the weather.

f) Losses due to the fact that an object, not entrusted to a transport company, has simply been mislaid or forgotten.

- g) Robbery during the free practice of camping or caravanning, and valuable objects are completely excluded in any form of camping.
- h) The robbery of luggage or personal belongings which are in vehicles or tents.
- i) Damage, loss or robbery resulting from the fact that personal effects or objects were left unattended in a public place or one which is placed at the disposal of a number of occupants.
- j) Any breakage of the luggage which is not due to one of the covered causes.
- k) Damage caused, directly or indirectly, as a result of acts of war, civil or military disturbances, riots, strikes, earthquakes, radioactivity or any cause of force majeure.
- l) Damage caused intentionally by the INSURED, or due to serious negligence by the INSURED, and damage caused by the spillage of liquids inside the luggage.
- m) All motor vehicles, as well as their complements and accessories.

### 3) GUARANTEES RELATING TO CANCELLATION, INTERRUPTION AND CHANGE OF CONDITIONS OF THE TRIP

#### 3.1. TRAVEL CANCELLATION COSTS

The INSURER guarantees, **up to the limit established in the SPECIFIC CONDITIONS**, the reimbursement of costs due to the cancellation of a trip by the INSURED and which are billed to the latter due to application of the general sales conditions of any of the trip providers, **provided that the trip is cancelled before it begins and due to one of the causes which affect the INSURED and which are listed below, which arose after the insurance policy was contracted and which prevents the INSURED from travelling on the contracted dates.**

This guarantee shall be understood to include duly accredited HANDLING COSTS, those of cancellation (if any) and any penalty which may have been applied in accordance with the law or the conditions of the trip.

##### **3.1.1. For health reasons**

3.1.1.1) Serious illness, serious accident or death of:

- The INSURED, his/her spouse or ancestors or descendants to the degree of consanguinity, affinity or laterality indicated in the Specific Conditions of the Policy.
- A companion of the INSURED named in the same reservation and also covered by the policy.
- The professional locum of the INSURED, provided it is vital that the INSURED must then take over that position or responsibility.
- The person who is to take care of minor or dependent person during the time of the trip. That guarantee shall only be valid if, at the time the insurance policy is contracted, the full name of that person is provided.

Any alteration in health of the Insured Person that impedes the carrying out of the activity object of the insurance and is confirmed by the Insurer's medical service will also be a reason for cancellation, provided that it is not considered a serious illness or accident.

Where the illness or accident affects any of the aforementioned persons, other than the INSURED, it will be defined as serious when, **after taking out the insurance cover**, it involves hospitalisation or the need for bed rest and, in the opinion of a medical professional, the need for continuous care and attention from health care workers or persons designated for that purpose, following a medical prescription, and it is estimated that this situation will be maintained **within 12 days before the start of the trip.**

**The INSURED must immediately report the incident on the date on which it takes place**, and the INSURER reserves the right to pay a medical visit to the INSURED, companion, locum or carer, in order to evaluate whether the cause really does make it impossible to travel. If the illness does not require hospitalisation, the INSURED must **immediately inform of the incident which gave rise to the cause of cancellation of the trip.**

3.1.1.2) An unexpected call for surgical intervention, as well as the medical tests prior to that intervention, **provided that this circumstance prevents the INSURED from making the trip.**

- The INSURED, his/her spouse or ancestors or descendants to the degree of consanguinity, affinity or laterality indicated in the Specific Conditions of the Policy.
- A companion of the INSURED named in the same reservation and also covered by the policy.
- The professional locum of the INSURED, provided it is vital that the INSURED must then take over that position or responsibility.
- The person who is to take care of minor or dependent person during the time of the trip. That guarantee shall only be valid if, at the time the insurance policy is contracted, the full name of that person is provided.

3.1.1.3) Call for an organ transplant by the INSURED, the companion, or ancestors or descendants to the degree of consanguinity, affinity or laterality indicated in the Specific Conditions of the Policy, **provided that they were already on the waiting list at the time the trip and the insurance were contracted.**

3.1.1.6) Any health alteration in children under 48 months of age that, without being considered a serious illness, has a recommendation not to travel issued by a doctor **and occurs within 2 days prior to the start of the trip.**

Children under 48 months must be INSURED under this policy or first-degree relatives of the INSURED.

3.1.1.7) Serious complications during the pregnancy of the INSURED, or miscarriage, which, in the opinion of a medical professional, requires hospitalisation or rest. **Births and complications during pregnancy from the seventh month of gestation are excluded.**

When the INSURED has to cancel for this reason, their spouse or partner, and minors, registered in the same booking and also insured, will also be covered.

3.1.1.8) Premature birth by the INSURED, before 29 weeks of gestation.

### **3.1.2. For legal reasons**

3.1.2.1) Being called for jury service or as a witness in a court of law, with the exception of legal practitioners.

3.1.2.3) Sitting official competitive examinations organised by a public body after the insurance has been taken out. Examinations held on dates prior to the start of the trip and competitive examinations for which the insured has registered on dates subsequent to booking the trip and/or taking out the insurance are excluded.

3.1.2.4) Summons to serve as an electoral officer.

3.1.2.5) Knowledge, after the reservation was made, of the obligation in regard of the tax authority to make an additional declaration of earnings, where the amount to be paid exceeds €600.

3.1.2.6) Denial of visas for unjustified reasons. **The denial of visas when the INSURED has not taken the necessary steps in due time and form for the granting of the visa is expressly excluded.**

3.1.2.7) Police custody of the INSURED for non-criminal reasons.

3.1.2.8) Giving up of a child for adoption.

**The prior formalities and travel necessary to formalise the giving up of a child for adoption or fostering are excluded.**

3.1.2.9) Official summons to the INSURED in relation to divorce proceedings. **Summonses for formalities with his or her own lawyer are excluded.**

3.1.2.10) Summons to the INSURED to sign official documents before the Public Authorities on the envisaged dates of the trip.

### **3.1.3. For work-related reasons**

3.1.3.1) The INSURED PARTY's dismissal from employment, for reasons other than on disciplinary grounds, **provided they had received no verbal or written notice when they took out the insurance policy. This cover will not apply to employment contracts that have terminated, voluntary resignations or failures to pass probationary periods under any circumstances.**

3.1.3.2) Incorporation by the INSURED into a new job, in a different company, provided that it is with an employment contract, and it occurs after the insurance policy was taken out and the INSURED had no knowledge of that circumstance when the reservation was made. This coverage shall also be valid if the INSURED was previously unemployed prior to taking up the job.

The multiple contracts with temporary employment agencies (ETT) to carry out work for other companies will be considered as contracts for the companies in which the worker carries out their activity.

3.1.3.3) The forced transfer of workplace **for a period of more than 3 months.**

3.1.3.4) Extension of the INSURED's employment contract, provided there had previously been no verbal or written notification.

3.1.3.5) Presentation of a Layoff Plan which directly affects the INSURED as an employee, and which means the loss of his/her job or a reduction in his/her working hours. That circumstance must arise after the date on which the insurance policy was contracted.

### **3.1.4. For extraordinary reasons**

3.1.4.1) Serious damage due to fire, robbery, explosion or other events of nature which affect the usual or secondary residence of the INSURED, or the professional premises where he or she exercises a liberal profession or runs a company, which makes his or her presence necessary.

3.1.4.3) Acts of air, land or sea piracy which make it impossible for the INSURED to start or continue the trip. **Terrorist acts are excluded.**

3.1.4.5) Official declaration of a disaster area at the INSURED PARTY's place of residence or the travel destination. The declaration of a disaster area at the place of transit towards the travel destination is also covered by this guarantee, provided that that is the only way to reach the destination. **For this cause, a maximum sum of compensation per claim of €500,000 is established.**

3.1.4.6) Summons to urgently and obligatorily join the Armed Forces, Police, Civil Guard or Fire Service.

### **3.1.5. Other causes**

3.1.5.1) Theft of documents necessary to make the trip, which occurred on dates or in circumstances which make it impossible to replace those documents before the start of the trip, thus preventing the INSURED from making the trip. **Excluding theft, loss or misplacement.**

3.1.5.2) The obtainment of a trip and/or stay similar to that contracted, at no cost, in a public lottery and before a notary public.

3.1.5.3) Award of official grants which make it impossible to travel.

3.1.5.5) Breakdown of the vehicle owned by the INSURED, preventing the start or continuation of the trip, provided that the main means of transport for the trip is that vehicle. **The breakdown must require repair taking longer than 8 hours or a sum of over €600, in both cases according to the manufacturer's scale.**

3.1.5.8) Theft, death, illness or serious accident of a pet or guard animal. **For the purposes of this coverage, the animal must be the property of the INSURED, it must reside at the INSURED's usual residence, and it must be registered and identified by means of a tag, tattoo or microchip number.**

For the purposes of this Policy, the following terms are defined as follows:

-The 'theft of a pet' means the unlawful taking of the animal by third parties by means of acts which involve forced entry or violence towards people. **The INSURED must present a copy of the report of that theft, which must be dated no earlier than 3 days before the start of the trip.**

-A 'serious illness or accident by the pet' means the deterioration of its health, provided that, in the opinion of a veterinarian, it occurred after the insurance policy was contracted, and which requires constant care and attention. **That veterinary prescription must be issued within the 12 days prior to the start of the trip.**

**This coverage shall not be applicable in the case of animals which were already ill when the insurance policy was taken out, which are in an advanced state of gestation or have recently given birth, nor to young animals under the age of 2 months.**

3.1.5.9) Cancellation by the persons who are to accompany the INSURED, **up to a maximum of two**, registered for the same booking and insured in this same policy, provided that that cancellation is as a result of one of the causes envisaged in this guarantee and, due to it, the INSURED has to travel alone. **People under the age of 18 are excluded.**

**When the INSURED has cancelled his trip to the cause of own decision, it will also apply an excess equivalent to 15% on the total cost of cancellation of the booking shall be applicable in each claim covered by this cause**

If the INSURED'S companion decides to continue with the trip and use it alone, the INSURER will be responsible for the **additional expenses** that the travel provider may charge as a supplement up to a maximum amount of €180 per insured person.

In this case, only two insured persons will be covered due to a companion cancelling **due to any covered cause.**

3.1.5.10) Additional costs which may be incurred due to the change of the person named in the booking, in those cases in which the INSURED transfers the trip to another person, **provided that that transfer is due to one of the causes envisaged in this guarantee and the sum of those costs does not exceed the cost of cancellation of the trip.**

3.1.5.11) Decision by the INSURED to not make the trip, because of a delay in the means of transport of **more than 24 hours**, which means that the purpose of the trip is no longer valid, or more than half of it has elapsed.

The cancellation costs will be reimbursed, provided they have not previously been paid by the transport company.

**A maximum sum of compensation per claim of €500,000 is established.**

#### **SPECIFIC EXCLUSIONS FROM THE "COSTS OF CANCELLATION, INTERRUPTION AND CHANGE OF CONDITIONS OF THE TRIP" GUARANTEE**

The following are not covered by this guarantee:

- a) A cosmetic treatment, a cure, a recommendation not to travel by air due to a diagnosis which does not make it impossible to use the contracted means of transport, the lack or contraindication of vaccination, the impossibility of continuing the recommended preventive medicinal treatment at certain destinations, the voluntary termination of pregnancies, alcoholism, the consumption of drugs or narcotics, unless they were prescribed by a doctor and they are consumed in the manner indicated.
- b) Mental, psychological or nervous disorders and depressions without hospitalisation, or which justify hospitalisation of less than three days.
- c) Chronic, pre-existing or congenital conditions of all travellers who have suffered aggravations within the 30 days prior to contracting the policy.

- d) Chronic, pre-existing, congenital or degenerative conditions of the relatives described in the Specific Conditions who are not insured and who suffer deteriorations in their condition which do not require emergency clinical treatment or hospitalisation, after the time the insurance policy was contracted.
- e) Recklessness, serious negligence and participation in betting, competitions (with the exception of fun runs in a non-professional capacity), contests, duels, crimes, brawls, except in the case of legitimate defence.
- f) Epidemics, pandemics, medical quarantine and pollution, in both the country of origin and the travel destination or the countries of transit.
- g) War, declared or not, riots, uprisings, acts of terrorism, all effects of radioactivity, as well the conscious failure to observe official prohibitions.
- h) Non-presentation, for whatever reason, of the documents necessary for travel, such as the passport, visa, tickets, ID card or vaccination certificate, EXCEPT in the case of the robbery of documents necessary to make the trip, on dates or in circumstances which make it impossible to replace those documents in time, contemplated in the "Trip Cancellation Costs" guarantee.
- i) Wilful acts, such as self-injuries caused intentionally, suicide or attempted suicide.
- j) Cases which derive, directly or indirectly, from events caused by nuclear energy, radioactive radiations, natural disasters (EXCEPT an official declaration of a disaster area at the place of residence of the INSURED or at the destination of the trip, contemplated in the CANCELLATION COSTS coverage), acts of war, riots or terrorist acts.
- k) Additional costs or charges deriving from errors or omissions in the booking of the trip or in the obtainment of visas or passports.
- l) Failure by the INSURED to appear on the day and at the time envisaged for the start of the first service contracted as part of the trip ("No show").
- m) Events or circumstances that are public, evident or known before taking out the insurance or booking the trip.
- n) Fear of flying and/or travelling.
- o) Strikes.



## CLAUSE RELATING TO COMPENSATION FROM THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE POLICIES

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance contract which must necessarily include a surcharge in favour of the aforementioned public business enterprise has the power to agree the coverage of extraordinary risks with any insurer that meets the conditions required by the law.

Compensation arising from incidents caused by extraordinary events that occur in Spain, and which relate to risks located therein, and also those which occur abroad when the insured party has his or her habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations occurs:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurer.
- b) Even if it is covered by that insurance policy, the obligations of the insurer cannot be fulfilled because it has been legally declared insolvent or it is subject to a procedure of supervised winding-up or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall proceed in accordance with the provisions of the aforementioned law, Law 50/1980 of 8 October, on insurance contracts, the Regulations on insurance for extraordinary risks, approved by Royal Decree 300/2004, of 20 February, and supplementary provisions

### Summary of legal norms:

#### 1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tidal waves; extraordinary floods, including those caused by sea storms; volcanic eruptions; atypical cyclonic storms (including extraordinary gusts of wind in excess of 120 km/h and meteorites.
- b) Those caused by violence as a result of terrorism, rebellion, sedition, riots and popular unrest.
- c) Events or actions of the armed forces or of the security services in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other public bodies competent in the matter. In cases of political or social events, in addition to the occurrence of damage caused by events or actions of the armed forces or security services in time of peace, the Insurance Compensation Consortium may seek information on such events in the courts and from administrative authorities.

#### 2. Excluded risks:

- a) Those that do not give rise to compensation under the Insurance Contract Law.
- b) Those caused to persons insured by an insurance contract other than those for which the surcharge for the Insurance Compensation Consortium is mandatory.
- c) Those caused by armed conflict, even if not preceded by an official declaration of war.
- d) Those deriving from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials.
- e) Those caused by natural phenomena other than those referred to in article 1.a), above and, in particular, damage caused by rising of the groundwater level, movement of hillsides, slippage or settlement of land, rock falls and similar phenomena, except when they are manifestly caused by the action of rainwater, which, in turn, has resulted in a situation of extraordinary flooding and they are simultaneous with that flooding.
- f) Those caused by tumultuous events occurring in the course of rallies and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, except where such actions could be qualified as extraordinary events, of those mentioned in section 1(b), above.
- g) Those caused by the bad faith of the Insured Party.
- h) Those corresponding to incidents which occurred prior to payment of the first premium or when, in ac-

cordance with the provisions of the Insurance Contract Law, the coverage of the Insurance Compensation Consortium is suspended, or the insurance has ended owing to non-payment of premiums.

i) Incidents which, due to their magnitude and severity, are deemed by the Government of the nation to be a “national catastrophe or calamity”.

### 3. Scope of cover

Coverage of extraordinary risks shall extend to the same insured persons and amounts as those established in the policy for the purposes of the coverage of ordinary risks

In life insurance policies which, in accordance with that stipulated in the contract and the regulations governing private insurance, generate a mathematical reserve, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each insured party, i.e., the difference between the sum insured and the mathematical reserve which, in accordance with the above-cited legislation, should have been set aside by the insurer issuing the policy. The amount corresponding to the aforementioned mathematical reserve will be paid by the aforementioned insurance entity.

### NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The claim for compensation for damage to be paid by the Insurance Compensation Consortium shall be effected via notice by the policyholder, the insured party or the beneficiary of the policy, or by a person acting on behalf of the above, or by the insurer or insurance broker managing the insurance.

2. The notification of damage and requests for information relating to the procedure and the status of claims may be effected:

- By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).

- Through the website of the Insurance Compensation Consortium ([www.conorseguros.es](http://www.conorseguros.es)).

3. Valuation of damage: A valuation of the damage which is eligible for compensation in accordance with insurance legislation and the content of the insurance policy shall be carried out by the Insurance Compensation Consortium, and the Insurance Compensation Consortium shall not be bound by any valuations carried out by the insurance entity which covers the ordinary risks.

4. Payment of compensation: The Insurance Compensation Consortium will make payment of compensation to the beneficiary of the insurance via bank wire transfer.

## 6) CIVIL LIABILITY GUARANTEES

### 6.1. PRIVATE CIVIL LIABILITY

The INSURER shall pay, **up to the limit established in the Specific Conditions of the Policy**, the monetary compensations which, without constituting a criminal or complementary sanction of civil liability, may be demanded from the INSURED in accordance with Articles 1,902 to 1,910 of the Civil Code, or similar provisions contained in foreign legislations, which the INSURED must pay if they are civilly liable for bodily injury or material damage involuntarily caused to third parties, their animals or possessions.

**If the INSURED's usual place of residence is outside Spain, it is expressly stated that this guarantee is restricted to the liability of the INSURED for events occurring in Spanish territory, during his or her stays in Spain, which must not exceed 120 days.**

This limit includes the payment of court fees and costs, as well as the constitution of the judicial bonds required from the INSURED.

**The following shall not be considered third parties: the POLICYHOLDER, the rest of the PERSONS INSURED by the same policy and trip, the relatives of all of them, their partners, employees and any other person who, in fact or in law, depends on the POLICYHOLDER or the INSURED, while acting in the sphere of that depend-**

ency.

In the case of claims relating to Civil Liability, the POLICYHOLDER, the INSURED and his or her RIGHTHOLDERS, must not accept, negotiate or reject any claim, without the express authorisation of the INSURER.

#### **EXCLUSIONS APPLICABLE TO THE CIVIL LIABILITY GUARANTEE**

The following are not covered by this guarantee:

- a) Any type of Liability that corresponds to the INSURED for the driving of motor vehicles, aircraft and boats, as well as the use of firearms.
- b) The Civil Liability deriving from any professional, union, political or associative activity.
- c) Fines or sanctions imposed by Courts or authorities of all kinds.
- d) The liability deriving from the practice of professional sports, as well as the following sports even if it as an amateur: mountaineering, boxing, bobsleigh, speleology, judo, parachuting, hang-gliding, gliding, polo, rugby, archery, yachting, martial arts, and those performed with motor vehicles.
- e) Damage to objects entrusted, for any reason, to the INSURED.
- f) Losses or prejudicial consequences which do not derive directly from material damage or personal injury suffered by the third-party claimant.
- g) Any claim for moral damages, in defence of one's honour, slurs, defamation or insults.
- h) The use of two-wheeled vehicles with a displacement greater than 125 c.c.

# Data Protection - White Horse Insurance Ireland Dac

White Horse Insurance Ireland dac holds your personal data in accordance with all applicable data protection laws. In order to administer your policy White Horse Insurance Ireland dac will collect and use the personal data you provide to us. This notice applies to any person who is covered by this insurance policy and whose personal data may be processed for the provision of insurance and related services.

Personal data may be used by us to administer your policy, including deciding whether to provide cover, underwriting and processing insurance and claims handling. We may also use your personal data for other related matters, such as customer service, analysis, complaints handling and crime detection and prevention. The information you have provided to us may be transferred to other insurers for underwriting and claims purposes or to other third party service providers used by us to enable us to fulfil your insurance contract. We may send your personal data in confidence to other companies that provide data processing and storage services to us. This may involve sending information to countries outside the UK, EU or EEA that do not have the same levels of data privacy legislation as the UK, EU or EEA. Where we do so we will ensure that the data is transferred securely and in accordance with regulatory requirements.

You have a number of rights in relation to the personal data we hold, including the right to request access to your personal data, to rectify inaccurate personal data or to request deletion or suppression of personal data where this is not restricted by a legitimate conflict of interest.

This notice explains certain aspects of how we use your data and what your rights are in relation to your personal data; however, you can find out more about how we use your data by reviewing our full Privacy Policy. You can view our privacy policy on our website [www.whitehorseinsurance.eu](http://www.whitehorseinsurance.eu). Your data will be treated in accordance with our Privacy Policy. The signee acknowledges having received, on this same date, in writing and prior to signing the Contract, all the information required in the Regulations for the development of the Law on Organization, Supervision and Solvency of Insurance and Reinsurance Entities.

Read and agreed by the Policyholder, who expressly accepts the limiting and excluding clauses, contained in the General, Particular and Special Conditions of this Policy.

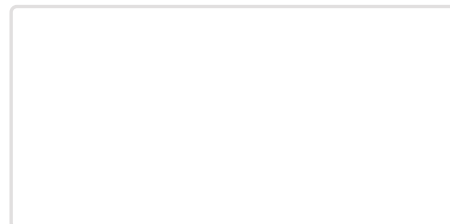

Issued by

**Mana underwriting, S.L.U. on behalf of the insurer**

In Madrid, June 17, 2024

**Mana Underwriting, S.L.U.**

**The Policyholder**



**CEO**  
**Manuel López Nieto-Sandoval**

# Services included in the Insurance

## Servihelp

Real-time travel alerts, before and during the trip.

A 24H service with help and information to solve any setbacks, before or during the trip. It helps you plan your trip better and travel with greater peace of mind.

### PRE-TRIP

Information and advice on:

- Topics related to COVID-19: Mobility restrictions, borders and travel health requirements: PCR, quarantine and vaccination.
- Visa and other entry requirements.
- Embassies and consulates.
- General destination information.

### DURING THE TRIP

Help and advice in the event of incidents. We will guide you through the steps to take with your service provider or travel agency when you have issues with:

- Transport: Delays, cancellations, overbooking and missed connections.
- Transfers: Services not provided. Additional transfer information.
- Accommodation: Booking not located or overbooked.
- Documentation: Loss or theft.
- Luggage: Damage or delivery delay

## Traveler Doctor

Medical consultation service by video conference during the trip. The insured party will have the possibility to connect to a video call to speak to a doctor in Spain. Service is available 24/7.

Access takes only a few minutes so the following is therefore avoided:

- Unnecessary trips to the medical centre or of the doctor to the hotel.
- Immediate service. No waiting time in the medical centres.
- Language barriers, with direct communication in Spanish whatever the country of destination.

They can issue prescriptions if necessary that are valid for use in any pharmacy in most EU countries.

If, after the video call, the doctor considers that the patient needs to be seen in person, our assistance specialists will arrange a face-to-face visit at the destination.

\*Traveler Doctor is an advisory service to complement face-to-face medical assistance.

# General information on Intermundial XXI, S.L.U. Insurance and Reinsurance Brokerage

In accordance with the provisions of articles 172 and 173 of Royal Decree-Law 3/2020, of 4 February, on urgent measures transposing into Spanish law various directives of the European Union on the matter of public procurement in certain sectors; private insurance; pension plans and funds; taxation and tax litigation ("BOE" no. 31, of 5 February 2020), the purpose of this document is to provide the customer with the legal information that identifies INTERMUNDIAL XXI, S.L.U. Insurance and reinsurance brokerage (hereinafter referred to as "INTERMUNDIAL XXI") in legal transactions; the activity and remuneration system for mediation services; the procedures for dealing with your complaints and claims; and the confidential processing of your personal data.

## Intermundial XXI, S.L.U. Identification Details

**Name:** INTERMUNDIAL XXI, S.L.U.

**Registered office:** Calle Irún, núm.7, 1º izq., 28.008 Madrid

**CIF (tax ID code):** B-81577231.

**Registration details in the Companies Register:** Madrid Companies Register, Volume 11 482, Folio 149, Section 8, Page M 180294, 1st entry.

**Registration codes in the Administrative Register of Insurance and Reinsurance Distributors of the Directorate-General of Insurance and Pension Funds:** J-1541 and R-J0070.

## Intermundial XXI, S.L.U. Shareholdings in Insurance Companies and vice versa

**Insurance companies' shareholdings in INTERMUNDIAL:** No specific insurer or parent company of said insurer holds, directly or indirectly, 10% or more of the voting rights or capital in INTERMUNDIAL.

**Shareholdings in insurance companies:** INTERMUNDIAL does not directly hold 10% or more of the voting rights or capital in any insurance company, but it does hold stakes indirectly.

## Activity regime and remuneration system for mediation services

**Activity regime:** INTERMUNDIAL XXI carries out the activity of insurance mediation in accordance with the principles of honesty, fairness and professionalism, for the benefit and representation of its clients' interests ahead of those of insurance companies.

On the basis of the information obtained from customers, INTERMUNDIAL XXI provides, either directly or through its complementary insurance intermediaries and/or external partners, independent advice based on an objective analysis of a sufficient number of insurance contracts offered on the market, so that it can make a personalised recommendation, in accordance with professional criteria, regarding the insurance contract that would best meet the customer's needs for the adequate coverage of the risks requested by the customer.

If, after the conclusion of the insurance contract or any of its extensions, the customer makes any payment other than the periodic premium(s), if applicable, due to an alteration of the risk or the sums insured or for any other reason, INTERMUNDIAL XXI will provide the appropriate information in relation to each such payment. The same duty to inform will arise on the occasion of the modification or extension of the insurance contract if alterations have been made to the information initially provided.

**Remuneration system:** The broker's remuneration for the mediation of the insurance contract consists of a commission, which is included in the insurance premium and paid directly to INTERMUNDIAL XXI or through its supplementary insurance intermediaries and/or external collaborators, or by the insurance company, pursuant to the terms agreed in the specific case.

## Conflict resolution mechanisms

**Customer care team:** In compliance with the provisions of article 166 of Royal Decree-Law 3/2020, of 4 February, INTERMUNDIAL XXI has a Customer Care Team at your disposal in our offices, which is outsourced to **INADE, INSTITUTO ATLÁNTICO DEL SEGURO, S.L.** with registered office in Calle La Paz, 2 bajo, Vigo, 36202 Pontevedra, and [atencioncliente@inade.org](mailto:atencioncliente@inade.org), where they will address and resolve your complaints and claims.

The activity and competencies of the Customer Care Team are regulated in the **Customer Ombudsman Regulations**, which can be accessed on our website <https://www.intermundial.es/>.

In the event that the customer disagrees with the rejection by the Customer Care Team of the complaint or claim, or two months (one month if the customer is a consumer) have passed since the submission of the complaint or claim and no notification has been received, the customer may submit their complaint or claim to the Complaints Service of the Directorate-General for Insurance and Pension Funds.

**Administrative protection of the customer:** When lodging complaints and claims before the Directorate-General for Insurance and Pension Funds, it will be essential to prove that the complaint or claim has been previously filed with the customer care team.

Complaints and claims may be submitted in writing to the Complaints Service of the Directorate-General for Insurance and Pension Funds, Paseo de la Castellana 44, 28046 Madrid, or by electronic means with electronic signature, on the website of the Directorate-General for Insurance and Pension Funds <http://www.dgsfp.mineco.es/>.

# Personal Data Protection

In accordance with the provisions of Article 6.1 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights and the General Data Protection Regulation (EU 679/2016) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, customers are informed that the personal data requested will be processed by INTERMUNDIAL in its capacity as data controller.

Heading	Basic Information (1st layer)
Data Controller	InterMundial XXI S.L.U.
Purpose	<ul style="list-style-type: none"><li>• Advice on contracting and formalisation of insurance contracts and</li></ul>
	<ul style="list-style-type: none"><li>• Claims processing</li></ul>
	<ul style="list-style-type: none"><li>• Sending of commercial communications about products, sending of Newsletter, website updates</li></ul>
Legitimate basis	<ul style="list-style-type: none"><li>• Execution of the insurance contract</li></ul>
	<ul style="list-style-type: none"><li>• Consent for commercial communications</li></ul>
Recipients	The recipients of your data will be the insurers that offer the cover contracted for and Servisegur Consultores S.L.U., for the purpose of processing claims.
Rights	<p>They have the right to access, rectify, restrict processing, delete their data and request the portability of their data by writing to C/Irún 7, 1º A Izquierda, Madrid, CP 28008) for which purpose they must provide a copy of their ID together with the request for the right in question, or by sending an e-mail to the following address <a href="mailto:lopd@intermundial.es">lopd@intermundial.es</a></p> <p>In addition, the interested party is entitled to lodge a complaint with the Spanish Data Protection Agency (AEPD), as the Spanish authority in charge of supervising and controlling data protection.</p>
Source	Directly from the interested party
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: <a href="https://www.intermundial.es/Politica-de-privacidad">https://www.intermundial.es/Politica-de-privacidad</a>





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Travel insurance in motion

[www.intermundial.com](http://www.intermundial.com)

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