



## SPECIFIC CONDITIONS OF THE POLICY

**POLICY No.:** 55-0742474      **POLICYHOLDER:** VIATGES ESTIBER SA

### **“BASIC SKI” TRAVEL ASSISTANCE INSURANCE FOR PEOPLE**

#### **General Conditions**

##### **Introduction**

**This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.**

##### **Definitions**

In this contract the following is understood:

##### **Insurer**

ARAG S.E., Sucursal en España, which assumes the risk defined in the policy.

##### **Insurance Policyholder**

The natural or legal person with whom the Insurer subscribes this contract, and to whom the obligations deriving herefrom correspond, with the exception of those which by their nature are to be fulfilled by the Insured.

##### **Insured**

The natural person specified in the Specific Conditions who, in the absence of an Insurance policyholder, assumes the obligations deriving from the contract.

##### **Family members**

The Insured's family members are understood to be his or her spouse or de facto partner, or person with whom the Insured lives on a permanent basis, or one of their first or second degree ascendants or descendants or blood relation (parents, children, grandparents, grandchildren), brother or sister, sister or brother-in-law, son-in-law, daughter-in-law or parents-in-law.

##### **Policy**

The contractual document containing the Conditions Governing the Insurance. The General Conditions, the Specific Conditions that itemise the risk, and the supplements or appendices issued as addenda or modifications to the document form an integral part hereof.

##### **Premium**

The price of the insurance. The receipt shall also contain any loadings and legally applicable taxes.

#### **1. Purpose of the insurance**



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Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system.

### 2. Insured Parties

The natural persons listed in the Particular Conditions.

### 3. Temporary validity

**To benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 10 consecutive days.**

### 4. Territorial scope

**The coverages established in this Policy are valid for events that occur in Spain Andorra or Europe, according to what has been specified in the Particular Conditions.**

**The Medical and Health Assistance coverage described in article 7.1 is applicable when the Insured Party is further than 100 km from their habitual residence.**

**Other benefits covered by this Policy will come into force when the Insured Party is further than 20 km from their habitual residence.**

### 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities.

**If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.**

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.**

### 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of



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such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

### **7. Guarantees covered**

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services

#### **7.1 Medical and health care**

ARAG is responsible for all expenses arising from the intervention of health-care professionals and establishments required to ensure the Insured, sick or injured Party's care. The following services are expressly included, without limitation:

- a) Attention by emergency medical teams and specialists.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation.
- e) Treatment of acute dental problems, understood as such to be infection, pain or trauma requiring emergency treatment.

ARAG is responsible for these coverages, **up to a limit of 1.000 euros in Spain and 3,000 euros or its equivalent in local currency in Europe and Andorra.**

**Dental expenses are limited, in any case to 100 euros or its equivalent in local currency.**

#### **7.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

The means of transport used will in each case be decided by the INSURER's Medical Team according to the urgency and severity of the case.

**Exclusively in Europe, and only for Policyholders whose habitual residence is in Spain and always at the discretion of the INSURER's Medical Team, a specially conditioned medical aeroplane may be used.**



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If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.

### 7.3 Convalescence in hotel

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the convalescence, **up to a total of 60 euros per day, and for a maximum limit of 10 euros.**

### 7.4 Repatriation or transportation of a deceased Insured Party

Should the Insured Part pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in Spain and will be responsible for those expenses. These costs include postmortem conditioning according to legal requirements.

**Burial and ceremony costs are not included.**

ARAG will arrange and cover expenses for the return of the other Insured Persons to their home, when they cannot do so through initially planned means.

In the event that the Insured Party does not live in Spain, they will be repatriated to the location where their trip began in Spain.

### 7.5 Early return due to the death of a relative

If any of the Insured Party(s) must interrupt their trip because of the death of a family member, according to the definition described in the policy's General Conditions, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location in Spain.

Alternatively, at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence in Spain.

### 7.6 Early return due to hospitalisation of a relative

In the event that an Insured Party must interrupt their trip because of the hospitalisation of their spouse, an ascendant or descendant in the first degree, or a sibling **due to an accident or serious illness requiring a minimum hospitalisation of 5 days, occurring after the start date of the trip**, ARAG will cover transportation costs to their habitual residence in Spain.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, provided that this second person is insured by this policy.

### 7.7 Search, localisation and delivery of lost luggage

Should luggage be lost on a regular flight, ARAG will arbitrate and use all the means at its disposal to locate it, inform the Insured Party of the developments that occur and, where appropriate, deliver it to them at no cost.

### 7.8 Sending urgent messages

ARAG will arrange the delivery of any urgent message issued by the Insured Party deriving from an event covered



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by this policy.

### **7.9 Defence of criminal responsibility abroad**

ARAG will cover the Insured Party's defence of criminal responsibility in cases that are brought against them in foreign courts regarding their private affairs and occurring during their trip this insurance was taken out for.

### **7.10 Legal consultation abroad**

In the event that the Insured Party has a legal problem with a third party, related to an accident occurring in their private affairs, ARAG will put them in contact with a lawyer, if one is available in that location, so that they can arrange a meeting and will cover the costs.

This service is only available in countries that have diplomatic links with Spain, except in cases of force majeure or in the case of an event beyond the Insurer's control. The Insurer is not responsible for the legal conclusions arising from that consultation.

### **7.11 Sleigh or ambulance expenses**

If the Insured Party should have an accident on the ski slopes that incurs rescue expenses because of the use of a sleigh or an ambulance transfer inside the ski resort, ARAG will take cover those costs.

### **7.12 Search and rescue of the Insured Party**

Should the INSURED PARTY become lost within the enclosure of a ski resort, the INSURER will be responsible for the amounts that are incurred for their search carried out by the community or any public or private rescue and/or aid agencies, **up to the limit of 300 euros.**

**In all cases, the first 120 euros shall be borne by the INSURED PARTY.**

**Acts deliberately caused by the Insured Party, according to a final judicial sentence, are expressly excluded.**

**The maximum reimbursement limit for Expenses and Bonds for this coverage is 3,000 euros.**

## **8. Exclusions**

**The agreed insurance does not include:**

**a) Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.**

**b) Ailments or chronic and/or pre-existing illnesses, as well as their consequences, suffered by the Insured party prior to taking out the insurance policy.**

**c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.**

**d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.**



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**e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.**

**f) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, adventure sport activities (including hiking, trekking and similar activities) and the rescue of people at sea or in mountains or deserts.**

**g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.**

**h) Any type of medical or pharmaceutical expense that cost less than 9 euros.**

### **9. Limits**

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

### **10. Declaration of an incident**

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

### **11. Additional provisions**

**The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.**

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.**

### **12. Subrogation**



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Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

### **13. Prescription**

**The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.**

### **14. Indication**

**If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.**



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### **Supplementary insurance for civil liability**

#### **Definitions:**

**Insured amount:** The amounts established in the Specific and General Terms and Conditions, the maximum limit of compensation to be paid by the Insurance Company in the event of an accident.

**Obligations of the Insured:** In the event of an accident involving Civil Liability, the Policyholder, the Insured, or his/her rightful claimants, must not accept, negotiate or reject any claim without express authorization from the Insurance Company.

#### **Payment of compensation:**

**a)** The Insurer is obliged to satisfy the indemnity on completion of the investigations and expert appraisals required to establish the existence of the loss event and, where applicable, the resulting amount. In all cases, the Insurance Company must make, within forty days, counting from the receipt of the report of the incident, the payment of the minimum amount of which the Insurance Company may pay, according to the circumstances known to it.

**b)** If in the term of three months from the occurrence of the accident, the Insurance Company has not carried out the repair of the damage or reimbursed the amount in payment for reasons that cannot be justified or that are attributable to it, compensation shall increase by a percentage equal to the legal interest of the money in force at that moment, increasing also by 50%..

### **PRIVATE CIVIL LIABILITY INSURANCE**

#### **1 Private civil liability**

The Insurer cover, **up to a the limit of 6,000 euros, pecuniary indemnities, that without** constituting personal or complementary sanction of the public liability, can demand to the Insured person according to Articles 1902 to 1910 of the Civil Code, or similar provisions planned by foreign legislations, came obliged to satisfy the Insured person, as civilly responsible for caused bodily injuries or material unintentionally to third parties in its people, aniamls or things.

Within this limit is the payment of the legal fees and expenses as well as the constitution of the legal bonds required from the Insured.

In all events, an excess of €300 euros payable by the Insured is established.

#### **2. Exclusions**

**The following are not covered by this insurance:**

**a) Any type of Liability that corresponds to the Insured for the driving of motor vehicles, air vehicles and boats, as well as for the use of firearms.**

**b) Civil Liability derived from all professional, syndicate, political or association activity.**

**c) Fines or sanctions imposed by Courts or authorities of all types.**



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**d) Liability as a result of the practice of professional sports and the following modes, even though these are carried out at an amateur level: mountaineering, boxing, bobsleigh, potholing, judo, parachuting, ala delta, gliding, polo, rugby, shooting, yachting, martial arts, and those using motor vehicles.**

**e) Damage to objects entrusted to the Insured, of any type.**

*By the Company*

THE  
POLICYHOLDER

*By proxy*

CEO  
Member of GEC



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**APPENDIX TO THE GENERAL CONDITIONS**

As teachers or guardians are among the insured group, the following is also covered:

**1. Public liability for teachers or guardians**

The Insurer shall be responsible for financial compensation up to the limit of €6.000, which pursuant to Articles 1,902 to 1,910 of the Spanish Civil Code, or similar provisions provided by overseas legislations, the Insured may be required to pay as the leader of the group of students which he or she is accompanying on the journey, in matters of public liability for physical injuries or material damages caused accidentally to the persons, animals or belongings of third parties.

This limit shall include the payment of any legal costs and disbursements, together with any legal bonds required from the Insured.

**2. Amendment:**

The content of section b) of Article 2 "Exclusions" is amended as follows:

**b) Public liability deriving from any professional, trade union, political or associative activity, with the exception of cover relating to Public Liability for teachers or guardians.**

*By the Company*

THE  
POLICYHOLDER

*By proxy*

CEO  
Member of GEC