



## POLICY SCHEDULE

**POLICY NO.:** 55-0814609    **POLICYHOLDER:** VIATGES ESTIBER

### **"ADVENTURE" PERSONAL TRAVEL ASSISTANCE INSURANCE**

#### **General Terms and Conditions**

##### **Introduction**

**This insurance contract is governed by the provisions set out in these General Terms and Conditions and in the Specific Policy Schedule, in accordance with the provisions of Law 50/1980, of 8 October, on insurance contracts, and Law 20/2015, of 14 July, on the management, supervision and solvency of insurers and reinsurers.**

##### **Definitions**

In this contract, the following definitions apply:

##### **Insurer**

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

##### **Insurance Policyholder**

The individual or legal entity that, together with the Insurer, signs this contract, and to whom the obligations derived from the same apply, except for those that, due to their nature, must be complied with by the Insured Party.

##### **Insured Party**

The individual listed in the Specific Policy Schedule who, in the absence of the Policyholder, assumes the obligations derived from the contract.

##### **Relatives**

The following people will be considered relatives of the Insured Party: their spouse, de facto partner or long-term live-in partner; first- and second-degree blood ascendants or descendants (parents, children, grandparents, grandchildren); and the siblings and in-laws of both.

##### **Policy**

The contractual document containing the regulatory terms and conditions of the insurance. The policy is made up of the following: the General Terms and Conditions; the Specific Policy Schedule indicating the risk; and the supplements or appendices that are issued with the policy to supplement or modify it.

##### **Premium**

The price of the insurance. The bill will also include the legally applicable surcharges and taxes.



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### 1. Object of the insurance

With this travel assistance insurance contract, when the Insured Party travels within the covered geographical scope, they will be entitled to the different assistance benefits that make up the traveller protection system.

### 2. Insured Parties

The individuals listed in the Schedule.

### 3. Contract validity

**To benefit from the coverage, the Insured Party may not be away from their usual residence on a trip for more than 34 consecutive days.**

*The policy must be taken out before the start of the trip.*

### 4. Territorial Scope

**The covers established in this Policy are valid for incidents that occur in Spain, or in Europe, or Worldwide, in accordance with the Schedule.**

**The Medical and Health Care cover set forth in article 7.1 will be applicable when the Insured Party is located more than 100 kilometres away from their usual place of residence.**

**All other benefits covered by this Policy will be applicable when the Insured Party is located more than 20 kilometres away from their usual place of residence.**

### 5. Payment of premiums

The Policyholder must pay the premium at the moment when the contract is formalised. Any subsequent premiums will be paid on their corresponding due dates.

**If the Policy Schedule does not designate a particular place for payment of the premium, then it must be paid at the Policyholder's residence.**

Should the Policyholder fail to pay the first annual instalment of the premium, then the policy's coverage will not take effect and the Insurer may terminate the contract or demand payment of the agreed premium. Should the Policyholder fail to pay any successive annual instalments, then the policy covers will be suspended one month after the due date of the annual instalment. **In any case, coverage will take effect 24 hours after the day when the Insured Party pays the premium.**

### 6. Information about the risk

The Insurance Policyholder must, prior to formalising the contract, declare to ARAG all those circumstances known to the Policyholder that might influence the assessment of the risk, in accordance with the questionnaire that the Policyholder will be asked to complete. The Policyholder is released from this duty if ARAG does not present a questionnaire to the Policyholder or if, even though the questionnaire is presented, such circumstances could have an influence on the risk assessment but they are included within it.



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The Insurer may terminate the contract within one month as from the date when it learns of any withholding or misrepresentation of information in the Policyholder's declaration.

Throughout the term of the contract, the Policyholder must inform the Insurer of any changes to the factors and circumstances that, made known in the aforementioned questionnaire, might increase the risk and are of such a nature that, had they been known to the Insurer when the contract was drawn up, it would not have been executed or would have been executed under more burdensome conditions.

If ARAG becomes aware of increased risk, it may propose modifications to the contract or terminate it within one month.

If there is a decrease in the risk, the Insured Party is entitled to the proportional reduction in the price of the premium as from the next annual instalment.

### **7. Covered items**

In the event of a claim covered by this policy, as soon as it is notified through the procedure set forth in Article 10, ARAG guarantees the following services:

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

ARAG will bear the expenses of the intervention of medical professionals and establishments required to care for the Insured Party when ill or injured, **up to a limit of €3,000 in Spain and €3,000 or the equivalent in local currency in Europe and Worldwide, provided that said intervention is carried out in accordance with the Insurer's medical team.**

The services that are expressly included are set forth in but not limited to the following list:

- a) Care by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgical procedures.
- d) Supply of medication during hospitalisation or reimbursement of the cost thereof for injuries or illnesses not requiring hospitalisation. **Subsequent payment for any medicines or pharmaceutical costs arising from any condition that is or becomes chronic in nature is excluded from this cover.**

In the event of a life-threatening emergency resulting from an unforeseeable complication of a chronic, congenital or pre-existing illness, ARAG will **only bear the costs of the initial emergency treatment carried out within the first 24 hours following hospitalisation.**

**The costs covered on this basis may in no case exceed 10% of the sum insured for the medical and health cover.**

Except in the event of a proven emergency or force majeure, **the Insurer will determine, through its medical team, the medical centre to which the Insured Party will be sent depending on their injury or illness.**

In the event of illnesses or accidents occurring within the scope of the contracted coverage, if the prognosis of the Insurer's medical team is that, in view of the seriousness of the Insured Party's case, **long-term treatment is needed**, ARAG will transfer the Insured Party to their primary residence so that they may receive this treatment through the usual healthcare means at their primary residence. **If the Insured Party does not agree to the above-**



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**mentioned transfer, the Insurer's obligations regarding payment for the services covered hereunder will cease immediately.**

**Long-term treatment will be understood as any treatment lasting more than 60 days as from the date when the diagnosis was made.**

Moreover, and **up to a limit of €100**, ARAG will bear the costs of professional intervention for acute dental problems, which are understood to be those that require emergency treatment due to infection or trauma.

### **7.2 Repatriation or medicalised transport of ill or injured parties**

In the event of an accident or sudden illness suffered by the Insured Party, ARAG will be responsible for:

- a) The costs of ambulance transfer to the nearest clinic or hospital.
- b) Monitoring by its Medical Team, in contact with the doctor treating the injured or sick Insured Party, to determine the appropriate measures to be followed for the best course of treatment and the ideal means for any transfer to another more appropriate hospital or the Insured Party's home.
- c) The costs of transferring the injured or sick person by the most suitable form of transport to the specified hospital or their main residence.

The means of transport used will be decided on a case-by-case basis by the INSURER'S Medical Team depending on the urgency and seriousness of the case.

**Exclusively in Europe, and only for Insured Parties whose usual residence is in Spain, and always according to the criteria of the INSURER'S Medical Team, a specially equipped medical aircraft may be used.**

If the Insured Party is admitted to a hospital far from their home, ARAG will, in due course, cover the costs of transferring the patient to their usual residence.

### **7.3 Convalescence in a hotel**

If the ill or injured Insured Party is unable to return home on medical advice, ARAG will pay the hotel costs arising from extension of the stay, **up to a limit of €50 per day and for a maximum of 10 days.**

### **7.4 Repatriation or transport of a deceased Insured Party**

In the event of the death of an Insured Party, ARAG will organise and bear the costs of transporting the body to the site of burial in Spain. This includes the costs of post-mortem arrangements in accordance with the legal requirements.

**Burial and funeral ceremony expenses are not included.**

ARAG will bear the costs of the return of the other Insured Parties when they cannot do so using the initially planned means.

Should the Insured Party have their usual residence outside of Spain, they will be repatriated to the location of the start of the trip in Spain.

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



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If any of the Insured Parties have to interrupt a trip due to the death of a relative, who is understood as such in accordance with the provisions defined in the General Terms and Conditions of this policy, ARAG will bear the cost of a round-trip journey, by plane (economy class) or train (first class), from the Insured Party's location to the place of burial in Spain.

Alternatively, the Insured may opt for two plane tickets (economy class) or train tickets (first class) to their usual residence in Spain.

### **7.6 Robbery of and damage to baggage**

Compensation is guaranteed for property damage to or loss of the Insured Party's baggage or personal effects in the event of robbery, total or partial loss due to the carrier, or damage as a result of fire or assault, occurring during the course of the trip, **up to a limit of €200**.

Cameras and photography, radio, sound or image recording accessories and electronic equipment are covered by up to 50% of the sum insured for all baggage.

**This compensation will always be in excess of any compensation received from the transport company and on a complementary basis, and proof of having received the corresponding compensation from the transport company, as well as a detailed list of the baggage and of its estimated value, must be submitted in order to receive the compensation.**

**Theft and simple loss caused by the Insured Party, as well as jewellery, money, documents, valuables and sports and computer equipment, are excluded.**

**For the purposes of this exclusion, the following definitions will apply:**

- **Jewellery: a group of objects including those made of gold, platinum, pearls or precious stones.**
- **Valuables: a group of objects including those made of silver, in addition to paintings and works of art, all kinds of collections and fine fur goods.**

In order for the benefit regarding the event of robbery to be effective, a complaint must be filed with the relevant authorities.

### **7.7 Repatriation or transport of other Insured Parties**

When, in application of the cover set out in the preceding section, one of the Insured Parties has been repatriated or transported due to illness or accident and this prevents the remainder of the Insured Parties from continuing with the journey by the initially planned means, ARAG will bear the cost of transporting them to their residence or the place of hospitalisation.

### **7.8 Travel for a relative in the event of hospitalisation**

If the state of the ill or injured Insured Party requires hospitalisation for more than ten days, ARAG will provide one of their family members, or the person designated by the Insured Party, with a round-trip plane (economy class) or train (first class) ticket so that they can accompany the injured Insured Party.

If the Insured Party is hospitalised abroad, ARAG will also pay **up to €50 per day, and up to a maximum of 10 days**, for the expenses involved in the companion's stay and subject to presenting the corresponding invoices.



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### **7.9 Early return due to a serious incident affecting the Insured's home or work premises**

ARAG will provide the Insured with a ticket to return to their home in Spain if they are obliged to cancel the trip due to serious damage to their main or second residence or their work premises, provided that the Insured is the direct owner or carries out an independent profession therein. The damage must have been caused by fire, requiring the intervention of the fire brigade; by burglarly, duly confirmed and reported to the police; or by severe flooding. In all these cases, the presence of the Insured must be required, provided that these situations cannot be resolved by an immediate family member or a trusted person. The event that justifies the early return must have taken place after the departure date of the trip. If the Insured Person is accompanied on the journey by another person who is also insured under this policy, ARAG will bear the cost of a second ticket for their return.

**The maximum financial limit of this cover is established at 1,000 euros.**

### **7.10 Search for, location of and shipment of lost luggage**

In the event of lost luggage on a regular flight, ARAG will place all the means at its disposal to enable the location thereof, to inform the Insured Party of any news that may occur in this regard and, if applicable, to ensure that the luggage reaches the beneficiary without any charge for the same.

### **7.11 Transmission of urgent messages**

ARAG will be responsible for transmitting the urgent messages ordered by the Insured Party as a result of the claims covered by these covers.

### **7.12 Shipment of medication abroad**

In the event that the Insured, while abroad, needs medication that cannot be acquired in the destination, ARAG will be responsible for locating it and sending it to the Insured using the fastest channel, subject to local laws. **Cases in which a medication has ceased to be manufactured or it is unavailable through the usual distribution channels in Spain are excluded.**

The Insured will have to reimburse the Insurer for the cost of the medication, upon presentation of the purchase invoice thereof.

### **7.13 Early return due to the hospitalisation of a relative**

If one of the Insured Parties is obliged to suspend their trip due to the hospitalisation of a relative, who is understood as such in accordance with the provisions defined in the General Terms and Conditions, as a result of an accident or a serious illness that requires the hospitalisation thereof **for at least 5 days, when such accident or illness occurred after the start date of the trip**, then ARAG will cover the cost of transporting the Insured Party to their usual place of residence in Spain.

ARAG will also pay for a second ticket for transporting the person accompanying the Insured on the same journey, as long as this second person is insured under this policy.

## **8. Exclusions**

**The contracted covers do not include:**



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- a) Voluntary acts caused by the Insured Party or where there is wilful misconduct or gross negligence committed by the same.**
- b) Any actions, ailments or chronic, congenital or pre-existing illnesses, as well as the consequences thereof, that the Insured Party suffered from before the insurance policy came into effect.**
- c) Death by suicide, or injuries or illnesses resulting from attempted suicide or caused intentionally by the Insured Party to himself and all those resulting from criminal acts committed by the Insured.**
- d) Pathological illnesses or states arising from the consumption of alcohol, psychotropic substances, hallucinogens or any drug or substance of a similar nature.**
- e) Cosmetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, artificial limbs and prostheses in general, as well as expenses arising from childbirth and pregnancy or any type of mental illness.**
- f) Injuries or illnesses resulting from the Insured Party's participation in sports betting, competitions or events, or the practice of skiing and any other kind of winter sports, as well as the rescue of people at sea, in the mountains or in desert areas.**
- g) Any eventualities that may be caused, directly or indirectly, by nuclear energy, radioactive radiation, natural disasters, acts of war, riots or acts of terrorism.**
- h) Any type of medical or pharmaceutical expense of less than €9.**

### **9. Limits.**

ARAG will be liable for the aforementioned expenses, within the established limits and up to the maximum amount purchased for each case. Events arising from a single cause and having occurred at the same time will be considered a single claim.

ARAG will be obliged to pay the benefit unless the incident giving rise to the claim involves bad faith by the Insured Party.

For covers that involve the payment of monetary compensation, ARAG is bound to pay the indemnity upon conclusion of the investigations and expert reports required to establish the existence of the claim. In all cases, ARAG will, within 40 days as from receipt of the declaration of the incident, pay the minimum amount of what it may owe, according to the circumstances known to it. If ARAG has not paid this compensation within three months of the claim for reasons that cannot be justified or that are attributable to it, then the compensation will be increased by a percentage equal to the legal interest rate in force at that time, increased in turn by 50%.

### **10. Reporting a claim**

In the event of a claim that may give rise to the covered benefits, the Insured Party must, as an essential condition, inform ARAG via its emergency telephone service, indicating the name of the Insured Party, the policy number, the place and phone number of their location and the type of assistance needed. This call may be a reverse charge call.

### **11. Additional provisions**



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**The Insurer will not assume any obligation concerning benefits that have not been requested or that have not been implemented with its prior agreement, except in duly justified cases of force majeure.**

When, during provision of the services, the direct intervention of ARAG is not possible, then it will be obliged to reimburse the Insured Party for any duly certified expenses resulting from such services, within a maximum period of 40 days as from the presentation of those certified expenses.

**In any case, the Insurer reserves the right to request that the Insured Party present documents or reasonable evidence for the effective payment of the requested compensation.**

## 12. Subrogation

Up to the sums paid out in compliance with the obligations resulting from this Policy, ARAG will be automatically subrogated in the rights and actions that may correspond to Insured Parties or the heirs thereof, as well as other beneficiaries, against natural or legal third parties as a consequence of the incident that is the reason for the assistance provided.

In special cases, ARAG may be entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial refund of the cost of tickets not used by Insured Parties.

## 13. Limitation period

**The limitation period for any actions resulting from this insurance agreement will be two years with regard to insurance for damages and five years with regard to insurance for people.**

## 14. Note

**Should the content set out in this policy differ from the insurance proposal or from the agreed provisions, the Policyholder may, within one month as from delivery of the policy, file a complaint with the company so that it rectifies any existing discrepancy. Should said period elapse without any claim having been made, the terms of the policy will apply.**





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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 shall cover, **up to a maximum limit of 20,000 euros, with a deductible of 90 euros charged to the Insured person**, any monetary compensation that, without constituting a personal or sanction or penalty in addition to civil liability, may be required to be paid by the Insured person according to Articles 1902 through 1910 of the Civil Code, or similar provisions under foreign laws, as civil liability for bodily injury or property damage unintentionally caused to third parties, including people, animals 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.

**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.**

*For the Company  
P.P.*

*CEO  
Member of GEC*

THE POLICYHOLDER