



## SPECIFIC CONDITIONS OF THE POLICY

**POLICY No.:** 55-07331823    **POLICYHOLDER:** VIATGES ESTIBER SA

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

#### **General Conditions**

##### **Introduction**

**This Insurance Contract is governed by that agreed in these General Conditions and in the Specific Conditions of the policy, pursuant to the provisions of Spanish Law 50/1980, of 8 October, on the Insurance Contract, and of Royal Legislative Decree 6/2004, of 29 October, approving the rewritten text of the Law of Arrangement and Supervision of Private Insurance.**

##### **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.



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### 1. Object of the insurance

With this Travel Assistance insurance contract, while travelling within the territorial limit covered, the Insured shall be entitled to the various assistance services that comprise the traveller's protection system.

### 2. Insureds

The natural persons listed in the Specific Conditions.

### 3. Validity period

In order to benefit from the cover, the time spent by the Insured away from his or her normal home address shall not exceed 10 consecutive days, per trip or journey.

### 4. Territorial limit

The warranties described in this Policy are valid for events that take place in Spain and Andorra, or Europe, or anywhere else in the World, in accordance with the specifications in the Specific Conditions.

The Medical and Health Assistance cover described in article 7.1, will be applicable when the Insured is located over 100 km from his or her usual home address.

The other services covered by this Policy shall take effect when the Insured is over 20 km from his or her normal abode.

### 5. Payment of premiums

The Insurance Policyholder shall be obliged to pay the premium on perfection of the contract. Subsequent premiums must be settled when they fall due.

**If in the Specific Conditions no other place is specified for payment of the premium, it is to be paid at the home address of the insurance Policyholder.**

If the premium is not paid when the first annual payment is due, the effects of the cover shall not begin and the Insurer may cancel the contract or demand payment of the agreed premium. Failure to pay subsequent annual premiums one month after their due date shall lead to the suspension of the cover under the policy. In all events, the cover shall take effect at midnight on the day on which the Policyholder pays the premium.

### 6. Information on the risk

The insurance Policyholder is under the obligation to declare to ARAG, before signing the contract, all known circumstances that may affect the risk assessment, in accordance with the questionnaire sent by the Company. He or she shall be discharged from this obligation if the Insurer does not send the questionnaire or if it is sent without including mention of the circumstances that may affect the risk assessment.

The Insurer may cancel the contract within one month from the time when it becomes aware of withheld or false information in the declaration by the Policyholder.



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During the term of the contract, the Insured must notify ARAG as quickly as possible of any circumstances that alter the risk.

If the risk is known to have become more serious, ARAG may propose a modification to the contract or cancel it within a period of one month.

If the risk has lessened, the Insured is entitled to a corresponding reduction in the cost of the premium at the next annual renewal.

### **7. Cover**

In the event of the occurrence of a claim event covered by this policy, ARAG, as soon as it is notified in accordance with the procedure indicated in Article 10, guarantees provision of the following services:

#### **7.1. Medical and health assistance**

ARAG shall be responsible for the costs relating to the intervention of health professionals and establishments required to care for the sick or wounded Insured. The following services are expressly included, although this list is not exhaustive:

- a) Attention by emergency medical teams and specialists.
- b) Complementary medical examinations.
- c) Hospitalisation, treatment and surgical operations.
- d) The supply of medicines when an in-patient or the reimbursement for the same when the injuries or illness do not require hospitalisation.
- e) The treatment of acute dental problems or, in other words, those that by reason of infection, pain or trauma require immediate attention.

ARAG undertakes to pay the expenses relating to these benefits subject to a limit of €1,500 in Spain, €6,000 or the equivalent in local foreign currency in Europe and the World, and €2,500 or the equivalent in local foreign currency in Andorra.

In all events dental treatment is limited to €100 or the equivalent in local foreign currency.

#### **7.2. Medical transfer or repatriation of injured or ill persons**

In the event of accident or illness affecting the Insured, ARAG shall pay for the following:

- a) Expenses for transfer by ambulance to the nearest hospital or clinic.
- b) Supervision by its Medical Team, in liaison with the physician attending the injured or ill Insured, to determine suitable measures concerning the best treatment to be followed and the most suitable means for eventual transfer to another, more suitable hospital or to the Insured's home address.
- c) Expenses for transfer of the injured or ill person by the most suitable means of transportation to the prescribed hospital or to his or her habitual residence.



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The means of transportation used in each case is to be decided by ARAG's Medical Team on the basis of the urgency and seriousness of the case. **In Europe, and solely for Insureds habitually resident in Spain, a specially outfitted medical aircraft may also be used.**

If the Insured Person were admitted to a hospital not near his or her home address, ARAG shall be responsible for subsequent transfer to the home address as appropriate.

### **7.3. Convalescence at a hotel**

If the ill or injured Insured person is advised by doctors not to return home, ARAG shall assume the expenses of hotel accommodation resulting from the extension of the stay, to a maximum of €60 per day and for a maximum period of 10 days.

### **7.4. Repatriation or transfer of the deceased Insured**

In the event of the death of an Insured, ARAG shall arrange and assume the cost of transport of the body to the place where the funeral is to take place in Spain. These expenses shall include post mortem preparation in accordance with legal requirements.

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

ARAG shall arrange for the remaining Insured parties to be returned to their home address when they are unable to do so using the means initially foreseen.

If the normal home address of the Insured is not in Spain, he or she shall be repatriated as far as the start of his or her journey in Spain.

### **7.5. Curtailment due to the death of a family member**

If any of the Insured persons should have to interrupt their trip due to the death of a family member, as defined in the General Conditions of the Policy, ARAG shall pay for return transport by air (economy class) or rail (first class) from the place where he or she is located to the place of burial in Spain.

Alternatively, and upon his or her choice, the Insured may opt for two air tickets (economy class) or rail tickets (first class) for travel to his or her normal home address in Spain.

### **7.6. Theft and material damage to luggage**

Compensation will be guaranteed for material damages and losses to the luggage or personal effects of the Insured person in cases of theft, total or partial loss attributable to the transport company or damages through fire or aggression occurring during the period of the trip, to a maximum of €350.

Cameras and photographic, radiophonic, sound or image recording equipment and any accessories, are included to a value of 50% of the sum insured for all luggage.

**This compensation shall always be in excess of and additional to any collected from the transport**



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**company and payment thereof requires proof of having received the relevant compensation from the transport company and the itemised list of the luggage and estimated value.**

**Excluded are robbery and simple loss attributable to the Insured him or herself, as well as jewels, money, documents, items of value and sports and computer equipment.**

**For the purposes of the above exclusion, the following shall be understood:**

- Jewellery: ornaments containing gold, platinum, pearls or precious stones.**
- Items of value: any items in silver, paintings and works of art, any type of collections and fine fur objects.**

In order to activate service provision in cases of robbery, it will first be necessary to present the statement made before the competent authorities.

### **7.7. Repatriation or transportation of minors or the disabled**

If the guarantee of Medical transfer or repatriation of injured or ill persons is applied, and the Insured is travelling alone with children under fifteen years of age or with mentally or physically disabled persons, ARAG shall organise and pay for the return travel of a stewardess or a person designated by the Insured, in order to accompany the children back home.

### **7.8. Curtailment due to the hospitalisation of a family member**

Should any of the Insureds have to interrupt their journey because of the hospitalisation of a family member, as defined in the General Conditions of the Policy, as a result of an accident or serious illness which requires hospitalisation for a minimum period of 5 days, and this occurs after the start date of the journey, ARAG shall assume the cost of his or her transportation to the place of his or her normal home address in Spain.

Likewise, ARAG shall pay for a second ticket to transport the person accompanying the Insured whose same trip has been curtailed, provided that this second person is also insured by this policy.

### **7.9. Transmission of urgent messages**

ARAG undertakes to send urgent messages as instructed by the Insured parties as a result of claim events covered herein.

### **7.10. Handling costs arising from the loss or theft of documents**

Cover is provided for all duly justified handling and obtaining fees arising from the replacement made by the Insured for the loss or theft of credit cards, personal cheques, fuel cheques, transport tickets, passports or visas during the trip or stay to a limit of €60.

**Losses arising from the loss or theft of the aforementioned items or of their undue use by others are not subject to cover and, as a result, shall not be paid.**

### **7.11. Legal advice abroad**

Should the Insured experience a legal problem with third parties in relation to an accident occurring in his or her



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private life, ARAG shall put him or her in touch with a lawyer, if there is one locally, to organise an appointment with the Insured at the latter's expense.

### **7.12. Defence against criminal proceedings abroad**

ARAG shall cover the criminal legal expenses of the Insured in proceedings taking place before foreign courts in the area of the Insured's private life and in relation to the journey or trip that is subject to this policy.

**Acts by the Insured found to have been deliberate according to a final court judgement are excluded from cover.**

**The maximum limit of Costs and Bail for this cover is €3,000.**

### **7.13. Reimbursement of the cost of an unused ski pass**

If, while skiing, the Insured suffers injuries that either involve his or her repatriation or transfer, or he or she must make use of the Article "Curtailment", ARAG shall reimburse the Insured for the portion of the ski pass he or she has been unable to use up to a maximum amount of €150.

### **7.14. Reimbursement of the cost of unused skiing lessons**

If, while skiing, the Insured suffers injuries that involve his or her repatriation or transfer, or he or she must avail him or herself of Article "Curtailment", ARAG shall reimburse the Insured for the portion of the skiing lessons he or she has been unable to use up to a maximum amount of €150.

### **7.15. Sleigh or ambulance costs**

ARAG shall be responsible for the costs of sleigh rescue or ambulance transfer within the vicinity of the ski station should these be incurred by the Insured or claimed from him or her as a consequence of an accident on a ski run.

## **8. Exclusions**

**The agreed cover does not include:**

- a) Acts deliberately caused by the Insured or those involving fraud or gross negligence by the Insured.**
- b) Pre-existing chronic ailments or illnesses and their consequences affecting the Insured prior to the start of the trip.**
- c) Death by suicide or injuries or illnesses caused in the attempt thereof or intentionally self-inflicted by the Insured, and those deriving from a criminal undertaking by the Insured.**
- d) Illnesses or pathological states induced by the ingestion of alcohol, psychotropic substances, hallucinogenic substances or any drug or substance of a similar nature.**



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**e) Beauty treatments and the supply or replacement of hearing aids, lenses, glasses, orthoses or prostheses in general, as well as any expenses incurred through childbirth or pregnancy and any type of mental illness.**

**f) Injuries or illnesses resulting from the participation of the Insured in wagers, competitions or sporting tests, and any type of winter sports or so-called adventure sports, (including rambling, trekking and similar activities), and the rescue of persons at sea, in the mountains or in deserts.**

**g) Claims deriving directly or indirectly from events caused by nuclear energy, radioactive radiation, natural catastrophes, warlike actions, riots or terrorist acts.**

**h) Any type of medical or pharmaceutical expense less than €9.**

### **9. Limits.**

ARAG shall be responsible for the indicated costs within the specified limits and up to the maximum contracted sum for each case. If the facts have the same cause and have occurred at the same time, they shall be considered as a single claim event

ARAG shall be obliged to pay for the service, unless the claim event was caused by the dishonesty of the Insured.

For cover requiring the payment of a cash sum, ARAG is obliged to issue compensation at the end of the investigations and surveys necessary to establish the existence of the claim event. In any case, ARAG shall pay within 40 days from receipt of the claim declaration, the minimum amount that it may owe, according to the circumstances with which it is acquainted. If, within a period of three months from the occurrence of the claim event, ARAG has not paid said compensation without justifying the reason or for reasons attributable to it, the compensation shall increase by 20% per year.

### **10. Notification of a claim event**

At the occurrence of a claim event which may give rise to the services covered, the Insured must without exception contact the emergency telephone service provided by ARAG, indicating the name of the Insured, the policy number, the place and telephone number where he or she is, and the type of assistance needed. This call may be made via reverse charge.

### **11. Additional provisions**

The Insurer shall assume no obligation in connection with services which have not been requested of it or which have not been carried out with its prior agreement, except in cases of duly evidenced force majeure.

If in the provision of the services, it is not possible for ARAG to intervene directly, it shall undertake to refund the Insured with the duly receipted expenses deriving from such services, within a maximum of 40 days from presentation of such receipts.

In all events, the Insurer reserves the right to request from the Insured the presentation of documents or reasonable evidence in order to settle payment of the provision requested.

### **12. Subrogation**



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To the extent of the sums outlaid in order to meet the obligations deriving from this policy, ARAG shall be automatically subrogated in the rights and actions which may correspond to the Insured parties or their heirs and other beneficiaries, against natural or legal third parties, as a consequence of the claim event which triggers the assistance provided.

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

### **13. Lapsing of legal rights**

**The measures deriving from the insurance contract expire in a period of two years, with effect from the moment in which the exercising thereof became possible.**

### **14. Note**

**If the contents of this policy differ from the insurance application or from the agreed clauses, the insurance Policyholder shall be able to complain to the Company within a period of one month with effect from the delivery of the policy, so that the apparent discrepancy may be rectified. At the end of this period if a complaint has not been made, the provisions of the policy shall prevail.**





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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 12,000 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 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.**

**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 €12.000, 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