



POLICY SCHEDULE

POLICY NO.: 55-0967380

POLICYHOLDER: VIATGES ESTIBER S.L.

"BASIC" PERSONAL TRAVEL ASSISTANCE INSURANCE

General Terms and Conditions

Introduction

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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 definitions apply:

Insurer

ARAG S.E., Sucursal en España, which assumes the risk set forth 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 it correspond, save where they must be met by the Insured Party due to their nature.

Insured Party

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

Relatives

The following people will be considered relatives of the Insured Party: his/her 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 complement or modify it.

Premium

The price of the insurance. The invoice 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, he/she 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 his/her usual residence on a trip for more than 15 consecutive days.

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

4. Geographical scope

The cover established in this Policy is valid for incidents that take place in Spain and Andorra, or in Europe, or Worldwide, in accordance with the Schedule.

The Medical and Health Care guarantee set forth in article 7.1 shall apply when the Insured Party is more than one hundred (100) kilometres away from his/her usual place of residence.

The other benefits covered by this Policy will apply when the Insured Party is more than twenty (20) kilometres away from his/her regular place of residence.

5. Payment of premiums

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

Should the Policy Schedule fail to designate a particular place for payment of the premium, it will be construed that it is to be made at the Policyholder's residence.

Should the Policyholder fail to pay the first annual instalment of the premium, the policy's cover 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, the policy cover shall be revoked one month after the expiry date. **In any case, coverage shall take effect 24 hours after the day 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 him/her that might influence the assessment of the risk, in accordance with the questionnaire he/she shall be asked to complete. The Policyholder is released from this duty if ARAG does not present him/her with a



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questionnaire or if, although this is presented, the circumstances in question which could influence the risk assessment are not covered thereby.

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

Throughout the duration of the contract, the Policyholder must inform the Insurer of any changes to the factors and circumstances made known in the aforementioned questionnaire that increase 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 starting with the next annual instalment.

7. Items covered

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 €500 in Spain, €3,000 or the equivalent in local currency in Europe and Worldwide, and €2,000 in Andorra, provided that said intervention is carried out in accordance with the Insurer's medical team.**

The following services are expressly included, without this list being exhaustive:

- a) Treatment 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 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 medical and health cover.



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

In the event of illnesses or accidents occurring within the scope of the contracted cover, 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 his/her usual place of residence so that he/she may receive this treatment through the usual healthcare means at his/her place of residence. **If the Insured Party does not agree to the above-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 from the date the diagnosis was made.

Moreover, and **up to a limit of €60**, 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, pain 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) Checks 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 his/her 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 main 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 his/her home, ARAG will cover the costs of transferring the patient to his/her main residence in due course.

7.3 Convalescence in a hotel

Should the ill or injured Insured Party be unable to return home on medical advice, ARAG will pay the hotel costs arising from extension of the stay, **up to a limit of €60 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 the 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 legal requirements.



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Burial and funeral ceremony costs 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 reside outside of Spain, he/she shall be repatriated to the location of the start of the trip in Spain.

7.5 Early return due to the death of a relative

If any of the Insured Parties should have to interrupt a trip due to the death of a relative, understood 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 his/her main residence in Spain.

7.6 Baggage theft and material damage

Compensation is guaranteed for material damage or loss of the Insured Party's baggage or personal effects in the event of theft, 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 €150.**

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 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 baggage and its estimated value, must be submitted in order to receive the compensation.

Theft and simple loss due to 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 shall apply:

- **Jewellery: set of objects made of gold, platinum, pearls or precious stones.**
- **Valuables: set of silver objects, paintings and works of art, all kinds of collections, and fine fur goods.**

To make the provision effective in the event of theft, 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 impedes that the rest of the Insured Parties continue with the



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journey by the initially planned means, ARAG will bear the cost of their transportation to their residence or the place of hospitalisation.

7.8 Travel for a relative in the event of hospitalisation

Should the state of the ill or injured Insured Party require hospitalisation **for more than ten (10) days**, ARAG will provide one of his/her family members, or the person designated by the Insured Party, with round-trip plane (economy class) or train (first class) tickets so that they can accompany him/her.

If the Insured Party is hospitalised abroad, ARAG will also pay **up to €60 per day, and up to a maximum of 10 days**, for the expenses involved in the companion's stay and upon submission of the corresponding invoices.

7.9 Early return due to hospitalisation of a relative

If one of the Insured Parties is obliged to suspend his/her trip due to the hospitalisation of his/her spouse, first-degree blood ascendant or descendant, or sibling as the result of an accident or serious illness that requires his/her hospitalisation **for at least five days**, provided this has taken place after the start date of the trip, ARAG will cover the cost of transporting the Insured Party to his/her usual place of residence in Spain.

ARAG will also pay for a second ticket for the travel of the person accompanying the Insured Party on the same journey, provided this second person is insured under this policy.

7.10 Search for, location of and shipment of lost luggage

In the event of loss of luggage on a regular flight, ARAG will arbitrate all the means at its disposal to enable its location, inform the Insured Party of any news that may occur in this regard and, where appropriate, make it reach the beneficiary without any charge for the same.

7.11 Transmission of urgent messages

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

7.12 Management expenses due to the loss or theft of documents

Duly justified expenses arising from the management and procurement of any replacements that the Insured Party must make due to the loss or theft of credit cards, bank checks, travel checks, gasoline, travel tickets, passports or visas that takes place during the trip are covered **up to a limit of €60**.

This cover does not include damages arising from the loss or theft of the aforementioned objects or their improper use by third parties, which shall therefore not be compensated.

8. Exclusions

The contracted cover does 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 has before the insurance policy comes into effect.

c) Death by suicide, or injury or illness resulting from attempted suicide or caused intentionally by the Insured Party to him/herself 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 similar nature.

e) Cosmetic treatment 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 bets, competitions or sporting events, or the practice of skiing and any other kind of winter sports and/or adventure activities (including hiking, trekking and similar activities) with the exception of those expressly covered by this insurance policy, and the rescue of people at sea, in the mountains or desert areas.

g) Any eventualities which 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 fee less than €15.

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



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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

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 the limit contracted and specified in the Particular Conditions of the policy**, 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, 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.

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.



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

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.



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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 contracted and specified in the Particular Conditions of the policy**, 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.