

CASER COMPREHENSIVE TRAVEL ASSISTANCE FOR CRUISES

General Terms and Conditions

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. –CASER–

Registered Address: Avenida de Burgos, 109 - 28050 Madrid

www.caser.es

Registered in the Trade Registry of Madrid, Page M-39662,
Tax ID (NIF) A 28013050



In accordance with the provisions of Article 3 of Law 50/80 of 8 October, on Insurance Contracts, the clauses limiting the rights of the Insured contained in the General Conditions of the policy are highlighted in bold print.

This contract is subject to Law 50/1980 of 8 October, on Insurance Contracts, Law 20/2015 of 14 July, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and its implementing regulations.

The authority responsible for controlling the activity is the Directorate-General for Insurance and Pension Funds.



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INSURED’S DEFENCE SERVICE



GENERAL TERMS AND CONDITIONS

PRELIMINARY ARTICLE

This Insurance Contract is governed by Spanish legislation; in particular, Law 20/2015 of 14 July on the Regulation, Supervision and Solvency of Insurance and Reinsurance Entities and its implementing regulations, by Law 50/1980 of 8 October, on Insurance Contracts, and other complementary and concordant provisions, and by what is agreed in the General and Particular Conditions of this Contract, without the validity of the clauses limiting the rights of the Insured Parties that are not specifically accepted by the Insured Parties. Mere transcriptions of or references to legal precepts shall not require such acceptance.

By signing the Application form, the Particular Conditions or, where applicable, the Insurance Certificate, the Policyholder specifically accepts the clauses limiting the rights of the Insured which are highlighted in bold print.

DEFINITIONS

For the purposes of this contract, the following definitions apply:

TRAVEL INSURANCE: A set of covers that provide a solution to certain situations that may arise during a trip. The Particular and/or Special Conditions of the policy shall prevail over the General Conditions, and shall contain the covers effectively contracted, together with the sums insured and/or limits of each one of them, as well as the territorial scope of application. This insurance is valid only for trips departing and returning from/to Spain.

INSURER: CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. - CASER-, which assumes the cover of the contractually agreed risks and the benefits corresponding thereto. This insurance company is domiciled in Spain and operates under the supervision and control of the Spanish authorities through the Directorate-General of Insurance.

POLICYHOLDER: The natural or legal person that takes out this insurance and that, being the owner of the Policy, is entitled to the Insurer's benefit. If the Policyholder and the Insured coincide, all the rights and obligations inherent to the two conditions are accumulated.

INSURED: The natural or legal person, who is the holder of the insurable interest and who, in the absence of the Policyholder, assumes the obligations described in the insurance contract; this person is designated in the Particular Conditions.

BENEFICIARY: The natural or legal person to whom, upon assignment by the Insured, the rights deriving from the policy correspond.

FAMILY MEMBERS: Only spouses, domestic partners, children, parents, grandparents, siblings, grandchildren, in-laws, sons-in-law, daughters-in-law, brothers and sisters-in-law, and legal guardians of the Insured are considered family members, **except as specifically provided for each cover or guarantee.**

POLICY: The document containing the insurance conditions. The following form an integral part of the policy: the General Conditions; the Special Conditions, if any; the Particular Conditions, as well as any supplements that may be issued to complete or modify the policy.

SUM INSURED: Amount fixed in the General and/or Particular Conditions, which constitutes the maximum limit of the compensation payable by the Insurer in the event of loss.

PREMIUM: This is the price of the insurance, the amount of which, together with taxes and surcharges, must be paid in accordance with the conditions stipulated in the policy.

LOSS: The sudden, accidental and unforeseen event occurring, within the policy period, during the course of a trip. All the damages resulting from the same event constitute one and the same loss.

EXCESS: Amount expressly agreed in the General Conditions, in absolute value or as a percentage of the sum insured, which shall be deducted from the compensation to be paid by the Insurer in each loss, and which shall be fully paid by the Insured.

ADDRESS OF THE INSURED: That of your usual place of residence.

ACCIDENT: For the purposes of this insurance, an accident is understood to be a sudden, unexpected, unusual, specific, violent, external circumstance beyond the Insured's control, occurring at an identifiable time and place and resulting in damage.

ILLNESS: Alteration of the state of health that requires medical assistance.

SERIOUS ILLNESS: An altered health state which involves hospitalisation or which, as ascertained by the Insurer's medical adviser, makes it impossible for the Insured to start, continue or risk dying on their journey.

DANGEROUS SPORTS OR ACTIVITIES: Practice of activities that require specialised physical preparation or involve a significant and evident risk. Unless otherwise agreed and unless the corresponding additional premium is applied, it is expressly stated that **this insurance does not cover claims arising from accidents occurring in the practice of winter sports, motorcycling, motor racing, races (unless on foot), mountain climbing, high mountain excursions, scuba diving, caving, bungee jumping, hang gliding, paragliding, canyoning, parachuting and in general all types of risk, adventure or multi-adventure sports.**

THEFT: It is considered theft when a good is taken against the will of its owner by means of acts that do not imply force on the things that contain them or violence or intimidation against persons.

ROBBERY: It is considered robbery when a property is seized using force to gain access to the place where it is located, or violence or intimidation to persons.

FORCE MAJEURE: An event or occurrence beyond the control of the Insured which cannot be prevented or foreseen and which makes it impossible to comply with the obligation.

TRIP: This shall be understood as any planned trip more than 25 kilometres from the Insured's usual address in Spain, carried out by public transportation or private vehicle, which must be duly justified by any means of proof (hotel reservation, aeroplane ticket, etc.). The beginning of the trip shall be understood as the moment when, within the dates contracted in the insurance policy, the client has left their usual place of residence for the purpose of carrying out or enjoying the trip or service contracted.

EFFECT AND DURATION OF INSURANCE COVER: The period of cover of the risks described in the Particular Conditions of this policy shall coincide with the duration of the trip,

except for cover of trip cancellation expenses. Cover for cancellation expenses shall be effective as from the date of taking out the insurance and shall terminate at the time the trip begins; therefore, **only losses occurring after the date of taking out the insurance and before the start of the trip covered by the insurance shall be covered.** In order for the rest of the guarantees to come into force, the Insured must have started the trip.

THIRD PARTY: Any natural or legal person other than: the Insured, the Insured's spouse, ascendants, descendants or any relative of the Insured who lives with them or is at their expense. Partners, managers, employees or persons who, de facto or de jure, depend on the Insured, while acting within the scope of said relationship.

GEOGRAPHICAL SCOPE: The guarantees of this insurance, except for the limitations established in this policy, have the following territorial validity: "Spain": Spanish territory, peninsular and insular; "Europe": Europe and countries bordering the Mediterranean: Morocco, Tunisia, Algeria, Egypt, Israel, Lebanon, Jordan, Libya, Syria and Turkey; and "World": the whole world.

CLAUSE ONE: COVERED GUARANTEES

The guarantees that may be contracted are those listed in the following articles of these General Conditions; the guarantees actually contracted by the Policyholder are those indicated, in each case, in the Particular Conditions of the Policy.

1. MEDICAL EXPENSES

1.1. Medical expenses in Spain

If during a trip within the country of nationality and/or habitual residence of the Insured, as a consequence of an unforeseeable illness or accident, the Insured should require medical, surgical, hospital or pharmaceutical assistance, the Insurer shall pay the following expenses: medical, surgical, hospitalisation and/or pharmaceutical expenses prescribed by a physician, **up to the maximum amount, per Insured, indicated in the Particular Conditions.**

Expenses which the Insured may incur once they have returned to their usual residence or to a health centre close to their home are not included, nor are those arising from medical or surgical treatments which are not necessary in the opinion of the Insurer's medical team, or whose performance may be delayed until the Insured returns to their home.

1.2. Medical expenses abroad

If during a trip within the country of nationality and/or usual residence of the Insured, as a consequence of an unforeseeable illness or accident, the Insured should require medical, surgical, hospital or pharmaceutical assistance, the Insurer shall pay the following expenses: medical, surgical, hospitalisation and/or pharmaceutical expenses prescribed by a physician, **up to the maximum amount, per Insured, indicated in the Particular Conditions.**

In case of medical expenses on board the cruise ship, the Insurer shall pay for the covered medical expenses **up to the maximum amount indicated in the Particular Conditions.**

Expenses which the Insured may incur once they have returned to their home or to a health centre in their country of nationality or residence are not included, nor are those arising from medical or surgical treatment not necessary, in the opinion of the Insurer's medical team, or whose performance may be delayed until the Insured's return home.

1.3. Dental medical expenses

In the event that any of the Insured parties, during a trip abroad, should require emergency dental care, the Insurer shall cover, **up to the maximum amount indicated in the Particular Conditions**, the expenses strictly necessary to relieve the pain.

1.4. Transport of medicines

In the event that any of the Insured should require medicines that are indispensable for medical treatment and the medicines or their generic or equivalent drugs do not exist in the place where they are located, the Insurer will look for and transport them. **The cost of the medicine is excluded from the benefit and will have to be paid upon delivery.** The provision of this guarantee is subject to local legal restrictions. **This excludes cases where medicines are no longer manufactured or are not available through authorised distribution channels in Spain.**

The Insurer shall not pay for any expense relating to these medical expenses covers, which has not been previously requested and organised by the Assistance Centre at the telephone numbers provided for this purpose.

2. REPATRIATION

2.1. Repatriation or medical transport due to illness or accident

The Insurer shall pay for the travel expenses of the Insured parties when, in the course of a trip covered by the policy, the Insured parties suffer an unforeseeable illness, a previous or chronic illness, or an accident. The Insured will have their own medical team which, in contact with the attending physician, will determine the need and most suitable means of transfer to the nearest hospital and subsequent return home to Spain, using a regular airline, mobile unit, medical plane, etc., if the urgency and seriousness of the case so require.

The transfer and means of transport shall be decided by the Insurer's medical team, **which shall be exempt from any liability and payment if its instructions are not followed. Only medical requirements shall be taken into account when choosing the means of transportation and the hospital where the Insured will be admitted.**

Repatriations for aggravation of pre-existing conditions will be covered.

If the Insured refuses to be transferred at the time and under the conditions determined by the medical service, all guarantees and expenses resulting from that decision shall be automatically suspended.

2.2. Repatriation or transfer due to death

If any of the Insured should die during the course of a trip covered by the policy, the Insurer shall organise and pay for the transfer of the body to the place of burial in Spain, without this policy covering the costs of the burial itself. Postmortem preparation expenses (such as embalming and mandatory minimum coffin for the transfer) will also be covered, according to legal requirements. **Burial and ceremony expenses are not included.**

2.3. Repatriation or transfer of the insured companions

The Insurer shall meet the cost of transporting the Insured companions on the trip (spouse and children under 25 who live with their parents or two companions) to the place of habitual residence of the Insured or to the place of burial in Spain, or at their choice, to the place of destination of the trip, provided that the costs do not exceed those of returning to their home and when the means initially envisaged for their return or continuation of the trip cannot be used as a result of the medical transport or death of the Insured.

Likewise, their accommodation expenses will be covered until the transfer takes place, **in a hotel of up to 4 stars or equivalent and for a maximum of 10 days**, provided that the previously contracted accommodation cannot be used.

The Insurer shall not pay for any expense relating to repatriation covers which has not been previously requested and organised by the Assistance Centre at the telephone numbers provided for this purpose.

3. ADDITIONAL EXPENSES

3.1. Extension of stay due to illness or accident

When, during a trip, the Insured, as a consequence of an unforeseeable illness, a previous or chronic illness, or an accident, has to return later than the date initially planned, the Insurer shall pay for the cost of accommodation in a hotel of up to four stars **with the maximum number of days and economic amount established in the Particular Conditions**, provided that this extension of stay is prescribed by a physician and has the approval of the Insurer's medical team.

3.2. Displacement of an accompanying family member

If, during a trip, the Insured, as a consequence of an unforeseeable illness, a previous or chronic illness, or an accident, should require hospitalisation that is expected to last more than five days, and had travelled alone, the Insurer shall pay for a round-trip ticket for an accompanying family member, by the regular means of transportation it deems most appropriate.

In the event of the death of the Insured, this cover shall also be applicable under the same conditions as if they were hospitalised.

3.3. Accommodation expenses for an accompanying family member

In the event that the hospitalisation takes place outside the Insured's country of nationality or residence, the Insurer shall pay for the expenses of the companion's accommodation in a hotel of up to four stars for the duration of the hospitalisation and/or the extension of the stay, **with the maximum number of days and economic amount established in the Particular Conditions**.

In the event of the death of the Insured, this cover shall also be applicable under the same conditions as if they were hospitalised.

3.4. Accompanying minors due to illness, accident or death

If, during a trip, the Insured is travelling with minors under eighteen years of age or with disabled persons, and dies or has been transferred to a hospital as a result of an accident, an unforeseeable or previous or chronic illness, and if

none of the companions, if any, could take care of them, the Insurer shall assume the expenses incurred for the travel of a relative or a person to accompany them on their return to their usual place of residence in Spain, and shall also pay for their return ticket.

3.5. Interpreter service in case of emergency

Should the Insured require the presence of an interpreter, for any of the guarantees covered in the Particular Conditions of this insurance policy, the Insurer shall place at their disposal a person who will provide the Insured with a correct translation of the circumstances and situations.

3.6. Transmission of urgent messages

The Insurer shall be responsible for transmitting the urgent messages entrusted to it by the Insured to their family or to their company in Spain when, for any reason, they cannot send them directly, provided that they refer to a circumstance insured by any of the covers in this policy. For this purpose, the Insurer's telephone number shall be contacted, which shall remain in service twenty-four hours a day.

The Insurer shall not pay for any expense relating to these additional expenses covers, which has not been previously requested and organised by the Assistance Centre at the telephone numbers provided for this purpose.

4. EARLY RETURN

4.1. Early return due to death of a family member

When, in the course of a trip, any of the Insured parties' plans change due to the death of a family member, the Insurer shall pay for the cost of transporting the Insured and their companions (spouse and children under 25 who live with their parents or two companions) to their home or to the place of burial in Spain.

4.2. Early return due to hospitalisation of a family member

When, in the course of a trip, any of the Insured parties' plans change due to the serious illness or serious accident of a family member, the Insurer shall cover the costs of the transfer of the Insured and their Insured companions (spouse and children under 25 who live with their parents or two companions) to their home or to the place of hospitalisation in Spain.

For the purposes of this cover, a serious illness or serious accident shall be deemed to be that which occurs after the start of the journey and requires continuous hospitalisation of more than 5 days at the Insurer's medical discretion after examining the medical documentation provided and signed by the attending doctor.

4.3. Early return due to fire, theft or urgent and inexcusable requirement

When, in the course of a trip, any of the Insured parties' plans change due to fire or theft from their habitual home or professional premises, or due to an urgent and obligatory requirement to join the armed forces, the police or the fire service, during the trip of the Insured, the Insurer shall pay for the cost of transporting the Insured and their Insured companions (spouse and children under the age of 25 who live with their parents or two companions) to their home in Spain.

The Insurer shall not pay for any expense relating to these early return covers, which has not been previously requested and organised by the Assistance Centre at the telephone numbers provided for this purpose.

Exclusions in respect of medical expenses, repatriation, additional expenses and early return guarantees

- a) Illnesses or injuries prior to the beginning of the trip, those produced as a consequence of chronic conditions, their complications or relapses (except as referred to in item 2.1), and those derived from criminal actions directly or indirectly attributable to the Insured parties or their companions.
- b) The costs of prostheses, implants, spectacles or contact lenses and orthopaedic material. Dental consultations and treatments (not covered by this contract); experimental surgeries and treatments not recognised by official medical science in Spain. Psychological, psychoanalytic or psychotherapeutic consultations and treatments; sleep or rest cures and spa treatment. Aesthetic, rehabilitation or preventive medicine treatments.
- c) The voluntary termination of pregnancy and childbirth.
- d) Complications occurring during pregnancy, from the 29th week.
- e) Any type of mental or nervous illness, even if transient; the accidents caused as a consequence of their suffering and the treatment of their derived injuries.
- f) Accidents or injuries arising from the practice of sports or extreme activities.
- g) Injuries sustained during the practice of any professional activity of a manual nature.
- h) Illnesses or injuries occurring as a result of the Insured not having taken all the necessary preventive measures to avoid them, such as vaccinations and other health recommendations, including the medical prescriptions that have been recommended.
- i) The extra accommodation costs in single or private rooms in hospitals.
- j) Illnesses or injuries which occur when the Insured undertakes a trip against medical advice, when the trip is contraindicated due to some pathology prior to the trip, those arising directly or indirectly from complications occurring during the whole course of the pregnancy if the Insured has suffered complications in previous pregnancies, as well as health or medical expenses which the Insured undertakes without prior authorisation from the Insurer's medical service.
- k) Diseases or accidents that are being treated or have medical care within 30 days prior to the start of the trip.
- l) The expenses derived from the injuries suffered by the participation in any type of bullfighting event.

m) The transfer of the wounded by medical aircraft outside the European area and countries bordering the Mediterranean.

5. LUGGAGE MANAGEMENT

5.1. Tracking and delivery of luggage all over the world

In the event of theft or loss of luggage, the Insurer will assist and advise the Insured in reporting the facts to the competent authority, as well as the necessary collaboration for locating and sending the lost luggage by the airline or shipping company.

5.2. Compensation for lost, stolen or damaged luggage

In the event of loss or damage to checked baggage on an airline or shipping company, the Insurer shall compensate the Insured **up to the maximum amount indicated in the Particular Conditions.**

No compensation can be obtained in respect of checked-in baggage by an airline or shipping company, in the event of failure to submit the claim form to the airline (PIR) or shipping company, showing the Insured persons affected and the property stolen or lost as well as the document showing the final decision by the airline or shipping company. These procedures can only be carried out directly between the Insured and the airline or shipping company responsible.

In the case of claims for damage to luggage checked in by airlines or shipping companies, the Insurer will assume the cost of the necessary repair to alleviate the damage suffered. In the event that the damage cannot be repaired, the cost of replacing the damaged suitcases with ones of similar characteristics will be carried by the Insurer. **It is expressly stated that claims for scratches, scrapes or mere aesthetic damage to the baggage are excluded and in the event that the purchase invoice for the damaged suitcase is not provided, the cost borne by the insurer shall be limited to €30.**

In the case of damaged luggage, it is necessary to keep evidence or proof of the claimed belongings.

In the event of the definitive loss of the luggage after a delay, the amount granted in the guarantee for 'Basic expenses due to delayed luggage delivery' will be deducted from the compensation.

Compensation will be made on the basis of the actual value of the items at the time of loss, taking into account the corresponding wear and tear, **never according to their replacement value. This may not exceed the damage suffered, nor take into account any indirect damage, and the amount paid for the means of transport causing the loss shall always be deducted, in the case of checked-in baggage in an airline or shipping company.**

In the event of theft of unchecked luggage, the Insurer will provide compensation to the Insured **up to the maximum amount indicated in the Particular Conditions**, with a police report having to be filed in the same place as the incident and within 24 hours of the occurrence.

Valuables will only be covered for theft if they were worn by the Insured or deposited in the hotel safe. **The compensation for these items may not exceed 50% of the sum insured for this guarantee.**

For the purposes of this guarantee, valuables shall include jewellery, valuable objects such as precious metals, precious stones, pearls and watches, photographic, cinematographic, sound and image recording or reproduction equipment, as well as their accessories, and leather garments.

Compensation will be made on the basis of the actual value of the items at the time of theft, taking into account the corresponding depreciation for wear and tear, **never according to their replacement value. This may not exceed the damage suffered, nor take into account any indirect damage.**

For the calculation of wear and tear depreciation of items at the time of loss, damage or theft, the straight-line method of depreciation shall be used with an annual depreciation rate of 20 %.

5.3. Replacement costs for lost or stolen passport, National ID (DNI) or residence card

If during a trip outside the country of residence or nationality, the Insured suffers the loss or theft of their Spanish ID (DNI), passport or residence card, the Insurer shall pay for the administrative costs of obtaining the necessary documentation for their return to Spain.

5.4. Basic expenses due to delayed luggage delivery

If, on the outbound trip, the Insured's checked luggage is delayed for more than 12 hours upon arrival at the destination, the Insurer will cover the expenses for purchasing essential items until the baggage is recovered, but no later than the scheduled return date of the trip, **up to the maximum amount indicated in the Particular Conditions.** For the purposes of this guarantee, essential items are understood to be those that serve to cover the essential needs of personal hygiene and clothing until the luggage arrives.

The Insured must submit the claim form to the airline (PIR) or shipping company, the original invoices for the purchases made, and the certification of the time delay issued by the airline or shipping company, together with the resolution of the claim by the airline or shipping company causing the delay.

Exclusions in respect of luggage guarantees

1- Breakage of fragile items, such as glass, porcelain, ceramic or marble.

2- Claims for:

- **Bank notes, coins, cheques, traveller's cheques, credit cards, stamps, documents, magnetic cards, transport tickets, securities and keys.**
- **Professional equipment, musical instruments, art items, antiques, collections and merchandise.**
- **Spectacles, contact lenses, prostheses, dentures and orthopaedic devices. - Cosmetics and perfumes.**
- **Wheelchairs and prams.**
- **Binoculars and telescopes.**

- **Vehicle accessories, helmets and any other mandatory safety items, items that furnish caravans, camping cars, tents or boats.**
 - **Bicycles, golf clubs, windsurfing or skiing boards, hunting and fishing equipment, as well as any other type of sports equipment.**
 - **Telephony, television, DVD, video games, personal computers, printers, or any other computer equipment and their accessories.**
 - **Perishable products such as foodstuffs or similar and also tobacco and its derivatives.**
 - **Proof of payment by credit or debit card.**
 - **Medications.**
 - **The following valuables if they are not deposited in a hotel safe deposit box or carried by the Insured: Jewellery, valuables such as precious metals, precious stones, pearls and watches, photographic, cinematographic, sound and image recording or reproduction equipment, as well as their accessories, and leather garments.**
- 3- Thefts not reported to the relevant local authority within 24 hours of discovery.**
- 4- Loss, damage or delay not reported to the carrier within 24 hours.**
- 5- Theft, loss, forgotten or simply misplaced items, and claims for items left in hotel rooms, without the door of the room having been forced to take possession of them, with the exception of the safe deposit box and provided that it has been forced. The mishaps of property left unattended in places of public access or left to persons not capable of guarding it.
Likewise, the Insured must prove that they have taken all the necessary preventive measures to avoid any damage or loss to their property.**
- 6- Theft of objects found inside a motor vehicle or transported on a roof rack, as well as theft while camping, caravanning or in any other non-fixed accommodation.**
- 7- Mishaps occurring whilst moving house.**
- 8- Damage to luggage as a consequence of destruction resulting from an inherent defect of the item, from its normal or natural wear and tear, from the spillage of liquids, rain, grease, colouring or corrosive substances that form part of the insured luggage.**
- 9- All items transported in contravention of the carrier's regulations are excluded.**
- 10- Claims that have been denied by the airline or shipping company causing the damage, due to the Insured's failure to handle the request in accordance with the procedures stipulated by said company.**
- 11- Damage to luggage or delays in delivery suffered as a consequence of its confiscation, requisition or search by customs or other authorities shall not be entitled to compensation.**

6. TRAVEL INCIDENCE EXPENSES

6.1. Costs of delay in starting the journey

When the departure of the scheduled flight contracted by the Insured is delayed by at least 6 hours from the scheduled departure time stated on the ticket and this delay is due to a cause other than overbooking, the Insurer shall pay for the additional costs incurred by the Insured up to the departure of the flight as a result of this delay, **up to the maximum amount indicated in the Particular Conditions**. Missed connections between flights are not considered delays for the purposes of this guarantee.

In this guarantee, additional expenses are understood to be those of hotel, food and transport home within the foreseen dates of the insurance. The Insured must present the documents that justify the expenses incurred and a certification of the time of delay issued by the airline company.

The compensation may not exceed the damage suffered, nor take into account any indirect damage, and the amount paid for the means of transport causing the delay shall always be deducted.

6.2. Delayed return home

When the arrival of the means of transport contracted by the Insured at the end of the journey to reach their habitual residence is delayed by more than 3 hours, the Insurer shall reimburse the Insured **up to the maximum amount indicated in the Particular Conditions**, for justified and unforeseen expenses generated by such delay in order to continue or complete the journey.

In order to request such reimbursement, the Insured must provide the carrier's certificate showing the actual departure time and the cause of the delay, as well as original invoices for the expenses incurred as a result of the delay.

Exclusions with regard to travel incident guarantees

a) Delays or cancellations due to a strike called by the airline's own employees or employees of subcontracted service companies and/or those of the airports where the flight has its point of departure, stopover or destination.

7. TRIP CANCELLATION EXPENSES

7.1. Trip cancellation expenses

The Insurer covers the reimbursement of cancellation expenses contractually due to the wholesaler or provider of the trip and invoiced to the Insured for any service contracted by them, **up to the maximum amount, per insured person and registered for the trip, established in the Particular Conditions**.

Supplementary costs applied by the wholesaler, travel organiser, airline or shipping company for date changes to postpone departure shall also be covered, provided that they do not exceed the costs incurred in the event of a definitive cancellation. In any case, the maximum value of the cancellation shall be the amount corresponding to the first day of the first reason for cancellation or change of dates.

Only one cancellation or modification of dates may be made per Insured and per policy.

The above-mentioned expenses shall be covered provided that the reason for cancellation occurs after confirmation of the trip and/or issue of the transport ticket and before departure or the start of the service or transport and that it prevents the Insured from making the trip. In any case, **the insurance must have been issued at the latest on the same day or maximum 7 days after the confirmation of the travel reservation and/or issuance of the transport ticket**, and the cancellation can only be carried out due to any of the following causes, which occur after the confirmation of the travel and/or issuance of the transport ticket and the issuance of the policy:

- Serious illness, serious accident or death of the Insured, their parents, legal guardians, grandparents, children, grandchildren, siblings, siblings-in-law, children-in-law, parents-in-law, spouse or registered domestic partner. For the purposes of this cover, serious illness of the insured is understood to be a health alteration, ascertained by the Insurer's medical adviser, which implies absolute bed rest, and serious accident means unintentional bodily injury on the part of the Insured, resulting from an external action which, in the opinion of the Insurer's medical adviser, prevents the Insured from being self-sufficient and which, in both cases, makes it impossible for the Insured, in the opinion of the Insurer's medical adviser, to start the planned trip.

In the event of serious illness or serious accident of a person other than the Insured and who is not insured, serious illness or serious accident shall be understood as that which implies at least one night of hospitalisation or involves imminent risk of death. Both events must occur within the 7 days prior to the start of the trip and, in both cases, make it impossible for the Insured to start the planned trip. In case of death of a family member of the Insured, the death must have occurred within 15 days prior to the beginning of the trip.

- Complications occurring during pregnancy, up to the 29th week, which make it impossible to start the journey, provided that no complications have occurred in previous pregnancies and that the complication is not a consequence of pre-existing illness.

- Appointment for a major surgical intervention for which there was no scheduled date at the time of booking the trip, and for which the date is set before or during the trip. For the purposes of this cover, a serious surgical procedure is understood to be that which entails at least one night's hospitalisation and for which, if it is carried out before the start of the trip, the Insured has not recovered on the day of the start of the trip, or the trip is medically contraindicated as a result of the aforementioned procedure, according to the Insurer's medical criteria after examining the medical documentation provided and signed by the doctor who is attending the Insured.

- Appearance as an accused party, witness or jury in legal proceedings the date of which prevents the completion of the journey. Any summons as witness or juror is excluded when such summons is a consequence of the work performed by the Insured.

- Compulsory medical quarantine the date of which prevents travel.

- Summoning as a member of a polling station whose date prevents the trip from taking place.

- Summons as an applicant or as a member of the selection board, to be held within the time limits laid down for the journey.

- Officially granted scholarship.

- Adoption placement for a child, provided that such final placement with the adoptive parents takes place during the dates scheduled for the trip and make it impossible to carry out the trip.

- Forced labour transfer out of the country of residence, for a period of not less than 60 days, the date of which prevents the completion of the journey.
- Loss of the Insured's job, notified during the validity of this guarantee and which entitles them to receive compensation for dismissal in accordance with current legislation. In no case shall the termination of the employment contract, voluntary resignation, disciplinary dismissal or failure to pass the probationary period be covered. The dismissal must take place within 30 days prior to departure.
- Incorporation into a new job in a different company, with an employment contract lasting more than one year or after a public competition, the date of which prevents the trip from taking place.
- Official summoning for divorce proceedings within the dates of travel.
- Income tax return with result to be settled over €600.
- Urgent and inexcusable request to join the Spanish armed forces, the police or the fire service, the date of which prevents the trip from taking place.
- Appointment for an organ transplant, as donor or recipient, the date of which prevents the trip from taking place.
- Fire, theft or flooding of the home or professional premises, provided that the Insured is the direct operator or exercises a liberal profession there, which has occurred, or the Insured has noticed, within a period of 2 days prior to the start date of the trip and which inevitably requires their presence on the day of departure.
- The official declaration of a disaster area at the place of residence of the Insured or at the destination of the trip.
- Acts of air, land or naval piracy which make it impossible for the Insured to start their journey.
Terrorist acts are excluded.
- Cancellation of the Insured's wedding, which was scheduled prior to taking out the insurance. It must be demonstrated, by means of appropriate documentation (civil or ecclesiastical document), that the wedding was planned on the date and also that it will not take place. Cancellations for this reason will only be covered when they occur within 30 days prior to the start of the trip.
- By withdrawal of the Insured person's driving licence, provided that the vehicle is to be used as a means of transport to make the journey and none of the passengers can replace them when driving the vehicle.
- Traffic fine imposed on the Insured amounting to more than €600.
- For serious accident suffered by the insured private vehicle within 24 hours prior to the start of the trip, provided that it was to be used as a means of transport for the trip and the repair entails more than 8 hours of labour and at least 3 days of immobilisation.
- Cancellation by an Insured companion who is registered on the same trip or service and who has to cancel for any of the reasons given above and for this reason the Insured has to travel alone.
- Obtaining a trip of similar characteristics to the one previously acquired by means of a public draw and before a Notary.

- Expenses for transferring the Insured's trip to another person due to any justified reasons, provided that the transfer expenses are equal to or lower than those incurred in the event of cancellation of the trip.

The cancellation cover shall apply provided that this insurance has been taken out, at the latest, at the time of confirmation of the trip or activity, or at the latest up to 7 days thereafter. In the case of airline tickets, cancellation expenses shall only be covered if the insurance has been taken out at the latest at the time of ticket issue.

8. HOLIDAY REIMBURSEMENT

8.1. Reimbursement of holiday not taken

The Insurer shall compensate the Insured for any contracted services, **up to the maximum amount established in the Particular Conditions**, when, as a consequence of a mishap covered by the policy, the Insurer has transferred the Insured to their home in advance and they have not been able to enjoy them.

Compensation shall be calculated on the basis of the amounts of the land services not availed of and from the day following the repatriation and early return organised by the Insurer, provided that the Insured has not been able to recover the amounts through the trip provider. **Round-trip tickets are excluded.** For the purposes of this cover, land services are understood to be hotel or apartment stays, land excursions or any other land services (hotel meals, bus, limousine, etc.), booked before the departure of the trip.

The days of travel lost shall be counted from the day following the day on which the early return or the medical repatriation organised by the Insurer took place and which led to the interruption of the trip, except in cases of hospitalisation of the Insured, in which case it shall be counted from the day of hospitalisation which ended in medical repatriation organised by the Insurer.

Exclusions with respect to the travel cancellation and holiday reimbursement expenses guarantee

Cancellation costs are not covered in the following cases:

- a) Conflict situation or terrorism in the country of destination.**
- b) Epidemics, both in the country of origin and destination. It is expressly stated that the Insurer does not accept claims arising from avian flu, swine flu, diseases derived from these or any type of pandemic which is declared prior to the start of the trip.**
- c) Psychological, mental and depressive conditions with a hospital stay of less than 4 days.**
- d) Cancellations derived from having to care for a family member due to age or the consequences of an accident or illness.**
- e) Air taxes, handling fees or any other amount that may be recoverable for the customer.**

- f) Cases in which the Insured contracts a trip against medical advice. When the trip is contraindicated due to any previous pathology, or claims arising directly or indirectly from complications occurring during the entire course of the pregnancy if the Insured had suffered complications in previous pregnancies.
- g) Cancellations due to aesthetic treatments, regular check-ups, cures, voluntary termination of pregnancy or the impossibility of following the recommended preventive medical treatment in certain destinations.
- h) Failure to present, forgetting and/or expiry, for whatever reason, of documents essential for any journey, such as passport, visa, tickets, identity cards or vaccination certificates.
- i) Cancellation costs charged by the travel organiser due to fewer seats being taken than initially foreseen.
- j) Illnesses or accidents that are being treated or have medical care within 30 days prior to the date of booking the trip, as well as the date of inclusion in the insurance.
- k) Serious surgical interventions derived from an illness for which the Insured is not yet stable or who already knows the date for starting the preoperative process or that this process has already been started before taking out the policy.
- l) Relapses or illness of a family member, who is not travelling, which have had their origin prior to the contracting of the policy, as well as complications in the pregnancy of a family member.
- m) Claims that may derive directly or indirectly from pre-existing, congenital, chronic diseases or illnesses under treatment.
- n) Situations of childbirth of the Insured or family member included in these conditions.
- o) Lack or inability to be vaccinated or to follow the medical treatment required to travel to certain countries.
- p) Events or circumstances that are public and notorious or known before the insurance is taken out or the trip is contracted. In the event that the insured event derives from a volcanic eruption that generates an ash cloud, said event shall be excluded from the cover of this Policy, provided that it has occurred within the 28 days prior to contracting the insurance, or to contracting the trip, whichever occurs first.
- q) Trips to destinations where the local authorities of the destination, or of the country of origin, have disclosed warnings not to travel and this communication was made before the insurance was taken out.

Any cause for the cancellation or annulment of the contracted trip that is not specifically described as a cause covered in the corresponding point is expressly excluded.

9. CIVIL LIABILITY

9.1. Private Civil Liability

If, during a trip covered by the policy, the Insured may be required, in accordance with the legislation in force in the corresponding country, to pay civil liability due of a non-contractual nature, the Insurer covers compensation **up to the limit established in the Particular Conditions**, for personal injury, property damage and/or consequential damages caused by the Insured to a third party.

Professional civil liability, liability arising from the use and circulation of motor vehicles, as well as liability arising from the use or ownership of explosive devices and weapons of any type or nature, as well as compensation for economic losses not arising from prior personal or material damage, are expressly excluded.

In the event of a claim, it will be necessary to provide the report filed with the relevant authority, as well as the court decision. **Any compensation that is not the result of a final court decision is excluded.**

An excess shall be applied at the Insured's expense for each loss, the amount of which is set out in the Particular Conditions.

Civil Liability Insurance Exclusions

In no event shall the Insurer cover Civil Liability for:

- a) Damage caused to the property that, for any reason (storage, use, handling, transport or other), is in the possession of the Insured or of persons for whom they are responsible, unless expressly agreed otherwise.**
- b) Damage caused to property or persons on which the Insured or person for whom they are responsible is working.**
- c) Damage arising from the infringement of or voluntary non-compliance with the rules governing the activities covered by the insurance.**
- d) Incurred by damage caused by contamination of soil, water or air, or by vibration or noise.**
- d) Property damage caused by fire, explosion or water.**
- e) Damage from nuclear fusion or fission, radiation or radioactive contamination.**
- f) Liability that must be covered by compulsory insurance.**
- g) That arising from the ownership, use or possession of motor vehicles and items towed or incorporated therein, boats, aircraft and firearms.**
- h) Claims based on contractual obligations of the Insured.**
- i) Damage caused by the transport, storage and handling of dangerous goods (inflammable, explosive, toxic, etc.), or requiring special authorisation.**



j) Damage due to civil or international war, riot or civil commotion, terrorism, earthquakes and floods and other extraordinary events.

k)- Claims arising from the construction, repair or alteration or decoration work on the premises or building in which it is located.

l)- Derived from the ownership of any kind of premises or dwellings not insured by this insurance.

m)- As a result of the Ten-year Civil Liability provided for in Article 1591 of the Civil Code or any other legal provision in this regard

10. ACCIDENTS

10.1. Compensation for death or permanent disability on public transport

The payment of the **amount indicated in the Particular Conditions** is guaranteed for death or absolute permanent incapacity, both of which occur as a result of an accident that takes place during the transfer of people as passengers on a public means of transport.

The cover of the policy is limited to the trips covered by the insurance, starting on arrival at the departure terminal of the trip and ending when leaving the terminal upon return.

This guarantee is only applicable to claims arising from public transport that have been purchased prior to the start of the trip reflected in the policy.

Minors under 14 years of age or those who are legally incapacitated will only be covered in the event of permanent total disability. In the event of death, the Insured's burial expenses will be covered up to **a maximum limit of €6,000.**

For the purposes of this cover, public transport includes any means of land, air, river or sea transport intended for the transfer of persons as passengers. **Any vehicle rented without a driver is not considered to be a means of public transport.**

Except in cases in which it is specifically restricted, the cover extends from the departure of the Insured persons from their homes at the beginning of the trip for which the insurance has been contracted, until their return to the same once it has been completed, and always within between 00:00 on the start date of the contracted trip to 23:59 on the end date of said trip.

The benefits insured by the Accident Cover will be valid as long as the Insured travel as passengers, **establishing a maximum amount per claim and insurance period with a limit of €3,000,000. In the event that a single incident exceeds the above-cited amount, the amount shall be distributed in proportion to the number of victims affected by the incident.**

10.2. Compensation for death or permanent disability due to accident while travelling 24h.

DEATH BY ACCIDENT

The Insurer guarantees the payment of the **sum insured established in the Particular Conditions** when, as a result of an accident during the trip covered by the insurance, the Insured dies instantly or, if they die as a result of the injuries sustained within one year of the date of the incident.

For minors under 14 years of age or those who are legally incapacitated, the death benefit refers exclusively to justified burial expenses, which in no case may exceed the sum insured for this coverage or the **maximum amount of €6,000**.

The amount of benefits paid for permanent disability, as a result of the same accident, is deducted, if applicable, from the benefits payable for death due to the same accident.

PERMANENT DISABILITY

The Insurer guarantees payment of the **sum insured established in the Particular Conditions**, as a result of an accident during a trip covered by the insurance, which causes the Permanent Disability of the Insured, as defined in these Conditions.

The case of permanent disability will be compensated from the moment it is considered stable and definitive by the appropriate resolution of the competent labour body.

The amount of compensation will be determined by applying the percentages set out in the scale of injuries in this guarantee:

GRADE OF DISABILITY	COMPENSATION PERCENTAGE	
	Right	Left
Complete paralysis	100%	
Incurable mental illness	100%	
Complete blindness.....	100%	
Total loss of an eye or vision in this eye.....	30%	
Total loss of one eye or vision in this eye when the other eye is already lost	70%	
Complete deafness	60%	
Complete deafness in one ear	15%	
Complete deafness in one ear when the other is already lost.....	30%	
Total loss of the lower jaw or complete ablation of the mandible.....	25%	

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Both arms, hands, legs or feet	100%	
Of one arm and one leg or foot.....	100%	
Of one hand and one foot.....	100%	
Of one arm or hand.....	60%	50%
Of a thumb.....	20%	16%
Of the index finger	16%	13%
Of one of the other fingers	8%	7%
Of shoulder movement	25%	20%
Of elbow movement	20%	15%
Of wrist movement	20%	15%
Of the leg above the knee.....	50%	
Of the leg at or below the knee, or the full foot.....	40%	
Shortening, no less than 5 centimetres, of the leg.....	15%	
Unconsolidated fracture of a leg or foot	25%	
Unconsolidated fracture of the kneecap.....	20%	
The big toe.....	10%	
One of the other toes.....	5%	
Hip or knee movement	20%	
Ankle movement.....	20%	
The movement of the subtalar joint.....	10%	
Movement of the cervical, dorsal or lumbar spine, with or without neurological manifestations	33%	



- The disability percentages considered for Right and Left, have been taken into account for a right-handed person. Therefore, if the Insured is left-handed, which they must prove suitably, the above percentages will be inverted.
- Partial anatomical limitations and losses will be compensated proportionally to the absolute loss of the affected limb and organ. Absolute functional impotence of a member or organ shall be considered a total loss of the limb or organ.
- In cases of disability not provided for in the scale, the amount of the benefit is determined by analogy, in proportion to its severity, according to a medical opinion issued by a Personal Injury Assessment Specialist.
- The degree of disability to be taken into account, when the same accident causes various anatomical or functional losses, shall be calculated by adding up the percentages corresponding to each one of them, without this degree exceeding one hundred percent (100%).
- If the disability resulting from an accident is aggravated by a pre-existing defect, mutilation or functional limitation, the percentage of compensation shall be the difference between the pre-existing disability and the one resulting after the accident.

Exclusions with respect to the Accident guarantee

Under no circumstances will the Insurer cover accidents or injuries resulting from:

1- Events, diseases or illnesses prior to the insurance taking effect.

2- Acts of the Insured intentionally causing the accident.

3- Recklessness, serious negligence and participation of the Insured in bets, challenges, fights or criminal acts, except for actions in legitimate defence or in attempt to save persons or goods.

4- Drunkenness or use of non-medically prescribed drugs.

5- Food or drug poisoning, sunstroke, frostbite and other effects of temperature not resulting from an accident covered by the insurance.

6- Heart attack, epilepsy, syncope, aneurysms, varicose veins, hernias and their consequences.

7- Surgical operations or medical treatment not caused by an accident covered by the insurance.

8- Nuclear reaction or radiation and radioactive contamination, except for the consequences of treatments applied to the Insured due to an accident covered by the insurance.

9- Events of a political or social nature and extraordinary seismic or meteorological phenomena.

10- Use of motorcycles of a cylinder capacity exceeding 75 c.c.

11- The practice of any sport as a professional, as well as, in any case, the practice of water sports more than three kilometres from the shore or coast and scuba diving; aerial activities and parachuting; motoring and motorcycling; climbing, high mountain climbing and caving; horseback riding and polo, boxing, wrestling, and martial arts; skating and ice hockey, and skiing; big game hunting outside Spain; bullfighting and running of the bulls; as well as other sports whose risk may be considered similar to those mentioned above.

12- Accidents on public transportation not contracted before the beginning of the trip shall not be entitled to compensation.

The above exclusions shall be understood notwithstanding the cover, if any, of the Insurance Compensation Consortium.

In addition, the following are exempted from the cover of this POLICY guarantee:

a. Events of war, civil war, revolutions and kidnapping.

b. Suicide or attempted suicide.

c. Fatal accidents caused or intentionally provoked by the beneficiaries of the policy. If there are several beneficiaries, only the participation of the beneficiary at fault will be invalidated. In any case, the part corresponding to the beneficiary or beneficiaries at fault shall not accrue to the others.

d. The use of privately owned aircraft not intended for public service, and the use of helicopters and light aircraft for spraying, firefighting or rescue services.

e. Riot, terrorism and sabotage, with the exception of the provisions of section 15 extraordinary risks for extraordinary events occurring in Spain covered by the Insurance Compensation Consortium.

CLAUSE TWO: GENERAL EXCLUSIONS

1- Losses caused by malice on the part of the Insured, their beneficiaries or the persons travelling with them, those derived from the participation in fights or brawls, and those resulting in their arrest, carried out by any authority due to crimes attributable to the same persons.

2- Losses occurring in the event of: fires, floods, earthquakes, volcanic eruptions, hurricanes and other similar seismic and meteorological phenomena or any other of a catastrophic nature, invasion, war, protests and popular movements, acts of terrorism and sabotage, strikes or restrictions to free movement, accidental or deliberate contaminations, those produced by any modification of the atomic structure of matter, or its thermal, radioactive and other effects, or artificial acceleration of atomic particles; or due to any other case of force majeure involving the intervention of any official relief organisations. In such cases, the Insurer will not assume the expenses corresponding to these institutions and will only act as a subsidiary to them.

Therefore, the Insurer shall not be held liable for any liability or any type of compensation for delay or non-compliance with the guarantees stipulated in this policy, in those cases caused as a consequence of the events described above. In those cases in which the Insured has been caught by the outbreak of a conflict in the affected country, the Insurer shall offer assistance in organising the covered emergency services that may be required. From that moment on, all insurance guarantees cease; however, the Insurer shall, whenever possible, provide covered assistance.

3- Suicides or suicide attempts, voluntary exposure to danger (except in an attempt to save a human life) and self-injury.

4- Damages covered which have occurred while the Insured was intoxicated or under the influence of drugs, intoxicants or narcotics, or medication without medical prescription. Drunkenness shall be considered to exist when the alcohol level is higher than that established in the legislation in force in each country.

5- Vehicle breakdowns or accidents occurring during the practice or participation in any kind of sporting activity, training, tests or bets, organised trips or rallies, circulation outside public roads suitable for traffic or the practice of off-road sports, and the treatment of injuries derived therefrom.

6- Rescues in the sea, caves, deserts or mountains, provided that in the last two cases the Insured is not using existing public access routes.

7- Provided that they are not expressly recognised in this policy, the following expenses are excluded: travel or accommodation expenses, restaurants, highway tolls, accessories installed in the vehicle, documentation or their improper use by third parties, as well as any expenses that were initially foreseen.

8- Stays outside the Insured's country of residence or nationality for more than 92 consecutive days.

9- Any expense incurred when the Insured is not travelling, except for the initial guarantees.

10- Claims arising from circumstances that have been the subject of compensation through any other channel, including amounts recovered by the Insured from private health insurance, reciprocal health agreements, airlines, hotels, home insurance or any compensation that is the basis of a claim.

11- The expenses of tour operators, airlines or of any company or person that declares itself insolvent or unable to fulfil contractual obligations to the Insured, nor any type of compensation for services or trips not enjoyed as a consequence of the loss.

12- Any expenses claimed when the insurance dates do not coincide with the actual dates of travel (both the day of departure and the return date must be taken into account).

13- Any type of travel for therapeutic purposes or for the purpose of receiving medical treatment for a pre-existing condition.

14- The transfer of the wounded by medical aircraft that are outside the European area and countries bordering the Mediterranean.

CLAUSE THREE: RULES GOVERNING THE INSURANCE

1. Commencement and duration of the contract

The contract shall come into force and remain in force for the period of time specified in the Particular Conditions.

2. Obligations, duties and powers of the Policyholder or Insured

2.1. The Policyholder or Insured has the duty, prior to the conclusion of the contract, to declare to the Insurer, in accordance with the questionnaire submitted by the latter, all circumstances known to them that may affect the assessment of the risk. They shall be exempt from such duty if the Insurer does not submit a questionnaire to them or when, even if submitted, it concerns circumstances they may affect the assessment of the risk and that are not included in it.

The Insurer may cancel the contract by means of a declaration addressed to the Policyholder or Insured within one month of becoming aware of the fact that the Policyholder or Insured withheld or provided inaccurate information. Unless the Insurer is guilty of wilful misconduct or gross negligence, the Insurer shall be liable for the premiums for the current period at the time of making this declaration.

If the incident occurs before the Insurer makes the declaration referred to in the previous paragraph, the Insured's benefit shall be reduced in proportion to the difference between the agreed premium and the premium that would have been applied had the true nature of the risk been known. If there were fraud or gross negligence on the part of the Policyholder or Insured, the Insurer shall no longer be liable for payment of the benefit.

2.2. In case of loss, they shall immediately notify the Insurer of its occurrence or, in any case, within a maximum period of 7 days after having become aware of it, with the effects provided for in Article 16 of the Insurance Contract Act and shall provide the Insurer with all kinds of information on the circumstances and consequences of the loss. To do so, they shall contact the Insurer's telephone numbers specified in Clause Eleven, where they shall indicate their personal and insurance data, the place where they are located, telephone number and a description of the problem encountered. Telephone calls may be made on a reverse charge basis. In countries where it is not possible to do so, the Insured may recover the amount of the calls made upon their return, provided that proof of the expense is submitted clearly indicating the Insurer's telephone number dialled.

In no case shall the Insurer compensate losses covered by this policy whose processing has not been requested, directly and exclusively, through the telephone numbers designated by the Insurer. The Insurer shall not cover any expenses related to this cover that have not been previously requested and organised by the Assistance Centre.

2.3. **Nor shall reimbursement be made for benefits that are not provided by the Insurer or for which the Insurer has not given its prior consent.** In the event of a loss affecting the trip cancellation guarantee, the Insured must inform the Insurer as soon as possible that they have become aware of an event that prevents them from starting their trip, so as to limit

the consequences of the cancellation. If there is a delay in this communication, the additional costs invoiced for this reason will not be reimbursed.

In the event of a loss affecting the cancellation and luggage guarantees or giving rise to any type of reimbursement, the Insured shall receive from the Insurer a Processing Form to be completed and where they shall be informed of the original documentation and invoices related to their claim, which shall be attached to the response.

In the case of cancellation claims due to medical reasons, it shall be mandatory to attach a complete medical report showing medical history, pathology, treatment and diagnostic tests performed.

The Insured must immediately request the verification of the damage or the disappearance of the luggage from competent persons or authorities and ensure that the circumstances occurred, and the importance of the damage are reflected in a document to be sent to the Insurer. In case of theft, the Insured shall report it to the Police or local authorities immediately and shall justify it to the Insurer.

If the objects are recovered before payment of the compensation, the Insured shall take possession of them and the Insurer shall only be obliged to pay for the damage suffered. The Insured shall provide all evidence reasonably requested, regarding the existence and value of the insured items at the time of loss, as well as the extent of the damage.

In case of delays, the Insured shall accompany the claims with certification of the delay, as well as a document showing the exact time of the luggage delivery.

2.4. The Insured shall mitigate the consequences of the loss using all means available, with the effects foreseen in Article 17 of the Insurance Contract Act.

2.5. The Insured and their beneficiaries, as far as the guarantees of this policy are concerned, waive professional secrecy from the medical practitioners who have attended them as a consequence of a loss, so that they may provide medical information to the Insurer, as well as the medical history in relation to the case, for the proper evaluation of the loss.

The Insurer may not make any other use of the information obtained other than that indicated.

2.6. The Insured has the obligation to be truthful in all his statements. Otherwise, the existence of bad faith on the part of the Insured by submitting false declarations, exaggerating the amount of the declared damage, attempting to destroy or make disappear objects existing prior to the loss, concealing or removing all or part of the insured objects, or using inaccurate documents or fraudulent means as justification, shall entail the loss of any right to compensation that may correspond to the Insured for the declared loss.

3. Amount and premium payments

3.1. The premium for each Insured shall be as stated in the Particular Conditions of this policy.

3.2. The premium shall be due, in accordance with Article 14 of the Insurance Contract Act, once the contract has been signed. If payment has not been made due to the fault of the Policyholder, the Insurer has the right to terminate the contract or to demand payment through enforcement proceedings on the basis of the policy.

3.3. If, due to the Policyholder's fault, the first premium has not been paid or the single premium has not been paid when due, the Insurer has the right to terminate the contract or to demand payment of the premium on the basis of the policy.

In case of non-payment of one of the following premiums, the Insurer's cover is automatically suspended one month after the due date. If the Insurer does not claim payment within six months of the due date of the premium, the Contract shall be deemed to be terminated. In any case, when the contract is suspended, the Insurer may only demand payment of the premium for the current period. If the Contract has not been terminated or cancelled in accordance with the above paragraphs, the cover shall take effect twenty-four hours after the day on which the Policyholder pays the premium.

3.4. If during the term of the insurance cover, the insurable interest should disappear, the insurance contract shall be terminated as of that moment, and the Insurer shall have the right to take possession of the unearned portion of the premium.

4. Communications

In order to provide the services inherent to this policy's guarantees, it is essential that the Insured requests them at the time the event occurs, via the following telephone number, **operational 24 hours a day**, every day of the year: +34 **910551602**.

In telephone communications requesting Assistance for the above-mentioned guarantees, the following must be indicated: the name and Spanish ID (DNI) of the Insured, the location, telephone number and type of assistance required.

There is no liability for delays or failures to comply due to force majeure or the special administrative or political characteristics of a given country. In any case, if direct intervention is not possible, the Insured will be reimbursed on their return to Spain, or if necessary, as soon as they are in a country where the above circumstances do not apply, for the expenses they have incurred and which are guaranteed, by presenting the corresponding receipts.

Medical and health transport benefits must be provided with the prior agreement of the hospital doctor who treats the Insured with the Insurer's Medical Team.

5. Prescription

Actions arising from this contract shall be barred within two (2) years if they are the consequence of material damages and within five (5) years if they are the consequence of personal damages.

6. Jurisdiction

The competent Judge for the hearing of actions arising from this contract shall be the judge of the domicile of the Insured.

LEGAL DEFENCE COVER TRAVEL ASSISTANCE

The Insurer guarantees the payment of expenses that the Insured may incur for their intervention in an administrative, judicial or arbitration proceeding and whose cover is expressly included in the contract and up to the limits established in the policy, as well as the provision of extrajudicial Legal Assistance services derived from the insurance cover.

The Insurer guarantees that no member of the staff providing legal advice in relation to this guarantee is simultaneously engaged in a similar activity in another branch.

In all matters not specifically regulated below, the general provisions of this contract and the LEGAL FRAMEWORK establishing the contractual bases of the policy shall apply.

WHO ARE THE INSURED?

The Policyholder, the natural persons holding the insured interest, or the natural persons listed in the Particular Conditions of the policy, in the case of a Group Policy.

WHAT EXPENSES ARE INSURED?

- Lawyer's fees in accordance with the guiding criteria of their Professional Associations, developed for the assessment of costs, and, when their intervention is necessary, solicitor's fees, in accordance with the rules governing professional tariffs in force.
- Notarial expenses and the granting of powers of attorney for lawsuits, as well as the minutes, summons and other acts necessary for the defence of the interests of the Insured.
- The fees and expenses of the experts necessary for the correct defence of the Insured appointed by CASER.
- Legal costs, when these are imposed on the Insured by judgement.

WHAT IS MEANT BY LOSS?

For the purposes of this cover, a loss is understood to be any unforeseen event or occurrence that causes damage to the Insured's interests or modifies their legal situation.

A single loss or event is the totality of the damages due to the same cause, even if they affect several persons or property or do not occur simultaneously.

ARE LOSSES PRIOR TO AND AFTER THE TERM OF THE LEGAL PROTECTION COVER COVERED?

As a general rule, claims occurring from the date of taking out LEGAL DEFENCE cover are covered, either from the policy's inception if it was taken out at that time or by a subsequent incorporation of the cover by means of a supplement.

Loss of effectiveness: The term will terminate when the policy is cancelled, or the cover is terminated.

However, for claims occurring during the term and declared within 2 years from the date of occurrence, the term shall be maintained, even if the

policy or cover is subsequently cancelled.

WHAT IS THE DATE OF OCCURRENCE?

As indicated in the previous section, it is important to determine when the loss occurred. The following criteria should be taken into account:

- In those cases in which the Insured claims a damage derived from a non-contractual relationship, i.e. not derived from a contract, the date of loss shall be deemed to be the date on which the damage occurred.
- When the damage arises from a contractual relationship, the moment of occurrence shall be considered to be when the breach of contract began.
- For criminal offences, the date of occurrence shall be considered to be the date on which the crime was committed.

WHAT IS THE TERRITORIAL SCOPE?

Covered events occurring in Spain and abroad are guaranteed.

WHAT IS THE TIME SCOPE?

The temporary duration of the insurance cover shall be as specified in the Particular Conditions.

In the event that the Insured takes out a "multi-trip" policy, understood as one that guarantees all trips made during a year, the duration of each trip may not exceed 90 consecutive days.

When, for any reason covered by the policy, the Insured must extend their stay at the destination of the trip, the insurance cover shall be automatically extended at no cost to the Insured, for one time only, and up to a maximum of 7 days from the initially planned end date of the trip.

WHAT IS THE SUM INSURED?

The limit of guaranteed legal expenses per claim is **€ 3,000** per claim.

HOW TO DECLARE A CLAIM?

Upon the occurrence of a loss that may give rise to the covered benefits, the Insured must contact the telephone service established by the Insurer.

GUARANTEES INCLUDED

1.-Legal information in Spain and abroad

In the event that the Insured should have a legal problem with third parties, related to an accident occurring in their private life, they will be provided with a telephone Legal Guidance service.

This service will only be provided in countries that maintain diplomatic relations with Spain, **except in cases of force majeure or in the event of an event beyond the control of the Insurer. The Insurer shall not be liable for the result**

obtained of the legal consultation.

2.- Claims for damages in Spain and abroad

The Insured is covered against claims for damages that may be suffered by the Insured in Europe and in Spanish territory as a pedestrian, driver of non-motorised land vehicles, occupant of vehicles and boats for private use and passenger of any means of transport.

This guarantee does not include the claim for damages resulting from the breach of a specific contractual relationship between the Insured and the party responsible for such damages.

In the event of the Insured's death, the claim may be filed by the Insured's relatives, heirs or beneficiaries.

The maximum limit of expenses for this cover is indicated in the Particular Conditions of the policy.

Likewise, and up to the same limit, the Insurer guarantees the reimbursement of the Insured's claim expenses in proceedings brought against them in courts of non-European countries. In order to proceed to such reimbursement, the Insured shall prove the reason for such expenses, as well as the amount thereof by means of the corresponding invoices and receipts.

3.-Claims on purchase contracts in Spain and abroad

Claims for breach of purchase contracts entered into in Europe and Spain with foreign companies and with Spanish companies, concerning movable property and to which the Insured is a party, are covered.

For the purposes of this cover, personal property shall be understood exclusively as decorative objects, household appliances, personal belongings and foodstuffs, provided that they are owned by the Insured and are for personal use.

Excluded from cover are antiques, philatelic or numismatic collections and jewellery or works of art whose unit value exceeds 3,000 euros.

The maximum limit of Expenses for this cover is indicated in the Particular Conditions of the policy.

Likewise, and up to the same limit, the Insurer guarantees the reimbursement of the Insured's claim expenses in proceedings brought against them in courts of non-European countries. In order to proceed to such reimbursement, the Insured shall prove the reason for such expenses, as well as the amount thereof by means of the corresponding invoices and receipts.

4.-Claims on service contracts in Spain and abroad

Claims for non-performance of the following service lease contracts contracted

personally and directly by the Insured, entered into in Europe and Spain with foreign and Spanish companies, whose execution also takes place in Spain and Europe are guaranteed:

- Medical and hospital services.
- Travel, tourism and hotel services.
- Cleaning, laundry and dry-cleaning services.
- Official appliance repair services expressly authorised by the manufacturer.

Only service contracts that affect the private life of the Insured and of which they are the owner and final addressee are covered.

The maximum limit of Expenses for this cover is indicated in the Particular Conditions of the policy.

Likewise, and up to the same limit, the Insurer guarantees the reimbursement of the Insured's claim expenses in proceedings brought against them in courts of non-European countries. In order to proceed to such reimbursement, the Insured shall prove the reason for such expenses, as well as the amount thereof by means of the corresponding invoices and receipts.

5.- Defence of criminal liability in Spain and abroad

The defence of the criminal liability of the Insured is guaranteed in the proceedings brought against them in Spain and in Europe before Spanish and European courts in relation to their private life and due to the trip or travel covered by the insurance.

Events deliberately caused by the insured according to a final court judgement are excluded.

The maximum limit of Expenses and Bonds for this guarantee is specified in the Particular Conditions of the policy.

Likewise and up to the same limit, the Insurer guarantees the reimbursement of the costs of defence of the Insured's criminal liability in proceedings brought against them in courts of non-European countries. In order to proceed to such reimbursement, the Insured shall prove the reason for such expenses, as well as the amount thereof by means of the corresponding invoices and receipts.

6.- Designation of professionals

The Insured may freely appoint a lawyer and a solicitor, provided that such professionals are necessary for the defence of their interests in an administrative or judicial proceeding, that such proceeding is appropriate for such defence and that they are authorised to practice in the jurisdiction where the proceeding is being held.

The Insurer shall have the same right in cases of conflict of interest between the parties or disagreement as to how to deal with the matter in dispute, in which case the Insurer shall immediately inform the Insured.

The designation must be communicated to Caser as soon as possible by a means that leaves a record.

The free designation of professionals only refers to the judicial procedure, not guaranteeing the payment of fees of these professionals for the friendly procedures that could be carried out.

The appointed professionals shall enjoy the broadest freedoms in the technical management of the matter in dispute and shall in no case be subject to CASER's instructions.

When in the Insurer's opinion there is no legal basis for the Insured's claims to succeed, the Insured may initiate the proceedings at their own expense or, if applicable, file the corresponding appeal, at their own expense. In the event of a final judgement in favour of your interests, CASER will pay the covered expenses up to the limit of the sum insured.

The costs of the legal proceedings are not guaranteed when these have been won with the imposition of costs on the other party, unless the insolvency of the condemned party is proven.

EXCLUDED RISKS

In addition to what is indicated for each of the guarantees of this cover, the following are excluded:

- **The payment of compensations for civil liability and interest thereon, penalties and fines, as well as the fulfilment of the obligations imposed by judgement to the Insured.**
- **Taxes or other payments of a fiscal nature arising from the submission of public or private documents before Official Bodies.**
- **Claims that may be made by the Insured against the Policyholder or by any of them against the Insurer.**
- **Claims, as well as the defence for damages caused by them, related to aircraft, vessels and motor vehicles and their trailers owned by the Insured or under their responsibility, even if only occasionally.**
- **Litigation on intellectual or industrial property matters.**
- **Any kind of actions deriving, directly or indirectly, from events produced by nuclear energy, genetic alterations, radioactive radiation, natural catastrophes, warlike actions, riots and terrorist acts.**

- **Events voluntarily caused by the Insured, or those involving malice or gross negligence on the part of the Insured.**
- **The performance of all necessary extrajudicial management and procedures shall be the exclusive responsibility of the Insurer, reserving the amicable claim for itself.**
- **The expenses for hiring a lawyer and attorney, as well as their travel, accommodation and per diem expenses.**
- **Injuries or illnesses arising from the Insured's participation in bets, competitions or sporting events, and the practice of sports and/or adventure activities not expressly covered.**
- **Losses occurring in those countries which, during the insured's trip or travel, are in a state of war or siege, insurrection or any kind of armed conflict, even if not officially declared. These areas may be identified when the Ministry of Foreign Affairs has issued a warning not to travel for security reasons.**
- **Injuries caused by the professional practice of any type of sport.**



COMPENSATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract of those that must compulsorily include a surcharge in favour of the aforementioned public business entity has the power to agree the cover of extraordinary risks with any insurance company that meets the conditions required by the legislation in force.

Compensation arising from losses caused by extraordinary events occurring in Spain or abroad, with the insured's usual residence in Spain, shall be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges in their favour and any of the following situations occurs:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurer.
- b) That, even when covered by said insurance policy, the obligations of the insurer cannot be met due to having been declared legally bankrupt or due to being amidst a liquidation process intervened or taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned legal Statute, in Law 50/1980, of 8 October, on Insurance Contracts, in the Regulation of Extraordinary Risks Insurance, approved by Royal Decree 300/2004, of 20 February, and in the complementary provisions.

SUMMARY OF LEGAL REGULATIONS

1. Extraordinary events covered.

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary floods, including those caused by sea surges; volcanic eruptions; atypical cyclonic storms (including extraordinary winds with gusts exceeding 120 km/h and tornadoes); and falling of celestial bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and riot.
- c) Acts or actions of the Armed Forces or of the Security Forces and Corps in times of peace.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of celestial bodies shall be certified, at the request of the Insurance Compensation Consortium, by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies in the matter. In cases of politically or socially related events, as well as in the event of damage caused by acts or actions of the Armed Forces or of the Security Forces or Corps in times of peace, the Insurance Compensation Consortium may request information on the events that occurred from the competent jurisdictional and administrative bodies.

2. Excluded risks

- a) **Those that do not give rise to compensation according to the Insurance Contract Act.**
- b) **Those caused to persons insured under insurance contracts other than those in which the surcharge in favour of the Insurance Compensation Consortium is mandatory.**
- c) **Those produced by armed conflicts, even if not preceded by an official declaration of war.**
- d) **Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials.**
- e) **Those caused by natural phenomena other than those indicated in section 1.a) above and, in particular, those caused by a rise in the water-table, movement of slopes, landslides or settlement of land, rock falls and similar phenomena, unless these were clearly caused by the action of rainwater which, in turn, had caused a situation of extraordinary flooding in the area and occurred at the same time as the flooding.**
- f) **Those caused by tumultuous actions occurring during meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, unless the aforementioned actions could be classified as extraordinary events of those indicated in section 1.b) above.**
- g) **Those caused by bad faith on the part of the Insured person.**
- h) **Those corresponding to incidents occurring before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended, or the insurance is terminated due to non-payment of premiums.**
- i) **Incidents which, due to their magnitude and severity, are classified by the Spanish Government as a "national catastrophe or disaster".**

3. Extension of cover.

1. The cover for extraordinary risks will cover the same persons and the sums insured as have been established in the insurance policies for the purpose of the cover for ordinary risks.

2. In life insurance policies which, in accordance with the provisions of the contract and the regulations governing private insurance, generate a mathematical provision, the cover of the Insurance Compensation Consortium will refer to the capital at risk for each insured individual, that is to say, to the difference between the sum insured and the mathematical provision that the insurance company that issued it must have constituted. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurance company.

COMMUNICATION OF DAMAGES TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for compensation for damages whose cover corresponds to the Insurance Compensation Consortium will need to be communicated to them by the policyholder, the insured or the beneficiary of the policy, or by anyone acting on behalf of and in the name of the above, or by the insurance company or the insurance broker with whose intervention the insurance has been managed.

2. The communication of damages and the obtaining of any information related to the procedure and the status of claims processing may be carried out:

- by calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665)
- Via the Insurance Compensation Consortium’s website (www.conorsegueros.es)

3. Damage assessment:

The assessment of the damages that are compensable pursuant to the insurance law and the content of the insurance policy shall be carried out by the Insurance Compensation Consortium, without the latter being bound by the assessments that, where appropriate, have been made by the insurer covering the ordinary risks.

4. Payment of compensation:

The Insurance Compensation Consortium will pay the compensation to the beneficiary of the insurance via bank transfer.

INSURED'S DEFENCE SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers its Insured's Defence Service (Complaints and Claims) at Avenida de Burgos, No. 109, 28050 Madrid, and via the email address defensa-asegurado@caser.es.

2. This Service will attend to and resolve, in accordance with the current regulations, within a maximum period of one month from their submission, the complaints and claims made, directly or through accredited representation, by all natural or legal persons, insurance users and participants or beneficiaries of occupational pension plans and associates of CASER, when these refer to their legally recognised interests and rights related to their insurance and pension plan operations, whether they derive from the contracts themselves, from the regulations on transparency and customer protection or from good practice and usage, in particular the principle of equity.

The complaint or claim may be submitted in person or by accredited representation at any of the Company's offices open to the public or at the office of the Insured's Defence Service at Avenida de Burgos 109, 28050 - Madrid, by post or online, provided that they can be read, printed and stored, in which case it must comply with the provisions of Law 59/2003 of 19 December on Electronic Signatures.

3. If the admission of the claims or complaints is refused, or if the request is totally or partially rejected, or if a period of one month has elapsed from the date of its submission to the Insured's Defence Service without it having been resolved, the interested party may submit their claim or complaint to the Claims Service of the Directorate-General for Insurance and Pension Funds (Paseo de la Castellana, No. 44, 28046 Madrid), a body that will act as an alternative dispute resolution body in consumer matters, in accordance with the First Additional Provision of Law 7/2017, of 2 November. The website address of the Directorate-General of Insurance is provided for this purpose, www.dgsfp.mineco.es, where the claimant may obtain information on the procedure, requirements and means to file a claim or complaint. It may also be submitted to the competent courts.

4. In all CASER offices open to the public, and on the www.caser.es website, our customers, users and injured parties, will find at their disposal a printed model for claims, as well as the Regulations of the Insured's Defence Service of the Company, which regulates the activity and operation of this Service and the characteristics and requirements of submission and resolution of complaints and claims. Likewise, from this web page, you can file a complaint or claim.

5. The resolutions will take into account the obligations and rights established in the General, Particular and Special Conditions of the contracts, the regulations governing the insurance activity and the regulations on transparency and protection of customers of financial services (Insurance Contract Act, Law on Regulation, Supervision and Solvency of Insurance and Reinsurance Entities, and its implementing regulations, revised text of the Law on Regulation of Pension Plans and Funds, Regulations of Pension Plans and Funds, Law on Financial System Reform Measures, Law on Alternative Dispute Resolution in Consumer Matters, Order ECC/2502/2012, which regulates the procedure for filing claims before the Complaints Service of the Directorate-General of Insurance and Pension Funds among others, Order ECO 734/2004, of 11 March, on customer services of financial institutions, revised text of the General Law for the Defence of Consumers and Users and other complementary laws).