

# General Conditions

## Travel Assistance Insurance



 **MAPFRE**



**MAPFRE**

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# Travel Assistance Insurance Policy **SEGURVIAJE**

In accordance with the provisions of the Insurance Contract Act (Law 50/80 of October 8), the exclusions and clauses limiting the rights of the insured parties contained in the General Conditions of this policy are worded in bold.



## TRAVEL RECOMMENDATIONS

Always carry the MAPFRE ESPAÑA phone number and your policy number with you.

If you are going to travel in Europe, be sure to get the **European Health Insurance Card (EHIC)** at your Social Security office.

Carefully read this policy, including the policy's **general exclusions** and the specific exclusions of each coverage and guarantee.

Please read through the recommendations on your destination country that are available to travelers on the Ministry of Foreign Affairs website.

### How to use your policy?

If there is an emergency or you need to use the policy, contact **MAPFRE ESPAÑA**, and **provide your name, policy number, your location, and your telephone number.**

**Accident or illness:** if it is an emergency, go immediately to a suitable hospital. If it is not an emergency, first call **MAPFRE ESPAÑA**.

Keep in mind that the quality of health services will depend on the degree of development in the country where you require medical care.

#### **Definitive total or partial loss or destruction of baggage checked on flights:**

- a. Before leaving the baggage claim area, request a **Property Irregularity Report (PIR)**.
- b. You must submit a **written claim** to the airline, respecting the deadlines set by each company.
- c. Make a list of the contents of your baggage.

#### **Theft, total or partial loss, or external damage to baggage left in the care of the carrier:**

- a. A report must be filed with the police in the location where the loss occurred, providing a list of the contents of your baggage and their monetary value. Acquire a certificate of this police report.
- b. You must submit a **written claim** to the carrier, respecting the deadlines set by each company. Keep a copy of this claim.
- c. Make a list of the contents of your baggage.

#### **Total or partial theft of your unchecked baggage or personal effects:**

- a. A report must be filed with the police in the location where the theft occurred, providing a list of the items and their monetary value. Acquire a certificate of this police report.

#### **Delay in the departure of the mode of transportation or missed connections:**

- a. You must submit a **written claim** to the carrier, respecting the deadlines set by each company.
- b. Acquire a certificate from the carrier that shows the real time of departure and the cause of the delay.
- c. Keep the receipts from the additional expenses incurred during the delay.

# Travel Recommendations

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**Trip cancellation:** As soon as you become aware that you cannot begin your trip due to a cause covered by the policy, go to your travel agency and cancel the trip, acquiring the document certifying the cancellation and report that you have done so immediately.

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# General Conditions

## INTRODUCTION

### ARTICLE 1. INTRODUCTORY ARTICLE

This policy is governed by the provisions set forth in the General, Special or Specific Terms and Conditions, and, unless agreed upon otherwise, in the manner most beneficial for the Insured Party, by the Insurance Contract Act (Law 50/80 of 8 October) and the Insurance and Reinsurance Entity Organization, Supervision and Solvency Act (Law 20/2015 of 14 July) and the implementing regulations thereof.

### ARTICLE 2. DEFINITIONS

MAPFRE ESPAÑA, COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A.'s registered office is in Spain and its activity is supervised and monitored by the Spanish Ministry of Economy and Finance through the General Directorate for Insurance and Pension Funds.

The following definitions apply for the purposes of this contract:

- **Accident:** bodily injury arising from a sudden, violent cause that is external and beyond the Insured Party's control and which occurs during the term of the contract. For the purposes of the insurance, accidents will also be construed as:
  - a) Asphyxia or internal injuries resulting from gases, vapors, or fumes, immersion or submersion, or from ingesting non-food fluids or solids.
  - b) Infections arising from an accident covered by the policy.
  - c) Injuries resulting from surgical procedures or medical treatments undertaken as a result of an accident covered by the policy.
  - d) Injuries sustained during self-defense.

**Unless expressly agreed otherwise, heart attacks and other similar cardiovascular or cerebrovascular events shall not be considered an "accident" for the purpose of the insurance.**

- **Beneficiary:** person or persons for whom the Policy Holder or, where applicable, the Insured Party recognizes the right to receive the assistance included in the coverage or, where pertinent, to receive the corresponding sums of the compensation included in the coverage in the policy purchased.
- **Bodily harm:** bodily injuries to or death of individuals.
- **Damages:** financial losses incurred as a direct consequence of bodily harm or material damage to a third party subject to compensation.
- **Group Policy:** A policy through which the Policy Holder, normally a legal person, takes out coverage for specific Insured Parties and/or Beneficiaries, normally clients or employees of the Policy Holder. The Policy Holder takes out the coverage, its restrictions, and its

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limits from the Insurer, in accordance with the risks that the Policy Holder wishes to be protected by the Insurer regarding the Insured Parties and/or Beneficiaries. The Policy Holder accepts the responsibility of informing the Insured and/or Beneficiaries covered by the policy of its coverage, restrictions, and/or limits.

- **Illness:** any health condition which is diagnosed and confirmed by a legally recognized physician during the term of the policy.
- **Incident:** any event with consequences that are totally or partially covered by the guarantees of this policy. All damages resulting from a single event constitute a single incident.
- **Instructor:** the person responsible for the care and protection of a group of minors or people with disabilities, both on the grounds of a school and when field trips or similar trips take place.
- **Insured Party:** Each person included in the policy with the right to receive the insurance benefits. For Group Policies, this consideration will be granted to the individuals included in the list or notifications sent by the Policy Holder to the Company prior to the start of the coverage.

For “family” type **SEGURVIAJE** policies, the Insured Party shall include the Insurance Holder, his/her spouse and/or common law partner, and single children under 30, provided that they are dependent on the insurance holder and reside at the same address.

- **Insured sum:** the amount established in the policy’s Specific Conditions or, when applicable, the Special Conditions that represents the maximum value of compensation for each of the guarantees, for each Insured Party, and for each claim, with the exception of annually or seasonally contracted policies, with coverage for more than one trip. For guarantees of trip cancellation expenses and costs of cancellation due to extraordinary causes, instead of the insured sum being applied by claim, the possible insured sum will apply to all claims with the right to coverage in each annual or seasonal period.
- **Insurer or Company:** MAPFRE ESPAÑA, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A, referred to as “the Company” in these General Conditions.
- **Limit:** The amount established in the policy’s Specific Conditions, or when applicable, in the Special Conditions that represents the maximum limit of benefits (monetary, time, or another type) covered by the guarantee.
- **Material damages:** Impairment or destruction of inanimate objects and damage done to animals.
- **Object of value:** Jewelry, watches, objects made of noble metals, fur clothing, paintings, works of art, silver and metalworking in precious metals, unique objects, cellular telephones and their accessories, cameras and photography and video equipment, radio systems to record or reproduce sound or images and their accessories, any type of IT material, remote-control models and accessories, rifles, hunting shotguns, as well as their sight accessories.
- **Orthopedic material or orthosis:** anatomic parts or elements of any nature employed to prevent or correct temporary or permanent body deformations (canes, cervical collars, wheelchairs, etc.).

- **Osteosynthesis material:** parts or elements made of metal or otherwise used for joining the ends of a fractured bone, or to weld joint ends together through surgical intervention and may be re-usable.
- **Policy:** The document containing the conditions that govern the insurance. Integral parts of the policy are the Insurance Application; the General Conditions; the Specific Conditions that customize the risk; the Special Conditions, if applicable, and the Supplements or Appendices issued to complete or modify the policy.
- **Policy Holder:** the person who enters into this contract with the Company and to whom the obligations derived hereof correspond, with the exception of obligations corresponding expressly to the Insured Party and/or beneficiary.
- **Pre-existing illnesses:** Any illness that was being treated or was known to the Insured Party or their relatives before commencing the trip and/or taking out the policy is considered to be pre-existing.
- **Premium:** The price of the insurance that the Policy Holder must pay to the Insurer as compensation for the coverage of risks provided by the Insurer. The premium fee shall also include the legally applicable surcharges and taxes that may be passed on to the Policy Holder.
- **Prostheses:** any element of any nature that temporarily or permanently replaces the absence of an organ, tissue, organic fluid, member or part thereof. By way of example, mechanical or biological elements shall be included in this group, e.g., cardiac valve replacements, joint replacements, synthetic skin, intraocular lenses, glasses, biological materials (cornea), synthetic or semi-synthetic fluids, gels or liquids for replacing bodily humors or organic liquids, medication reservoirs, portable oxygen therapy systems, etc., with the exception of crutches prescribed as a result of skiing accidents, in policies contemplating this guarantee.
- **Relatives:** relatives will solely be construed as spouses; common law partners; children; parents; grandparents; siblings; grandchildren; nieces; nephews; mother-, father-, son-, daughter-, brother- and sister-in-laws of the Insured Party, except if otherwise specified for each Coverage or Guarantee. The legal guardians of the Insured Party will also be considered relatives.
- **Robbery:** the taking of the property of others with the use of violence or intimidation on people, or by force on objects.
- **Serious accident:** any accident, that, in the opinion of the Company's medical team, prevents the Insured Party from commencing or resuming the trip on the scheduled date, or entails a risk of death.
- **Serious illness:** a health condition that requires hospitalization or, in the opinion of the Company's medical team, prevents the Insured Party from commencing or resuming the trip, or entails a risk of death.
- **Territorial Scope:** the geographic area where the trip covered by the contract will take place and where coverage will be provided for what occurs in that location. It will be specified in the policy's Special or Specific Conditions. For the purposes of determining fees, the usual country of residence will be used to specify the territorial scope.

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The **Europe and Mediterranean Coast** territorial scope includes the following countries:

*European countries:* Albania, Austria, Andorra, Armenia, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, FYR Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, **Russia (the part located on the European continent)**, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Ukraine, and Vatican City.

*Non-European countries around the Mediterranean:* Syria, Israel, Egypt, Libya, Tunisia, Algeria, and Morocco.

*Countries not on the Mediterranean, but that are also included:* Jordan.

**Any territories of the above-mentioned countries not located in the geographic territory of Europe and countries around the Mediterranean shall not be considered part of Europe and the Mediterranean coast.**

- **Terrorism:** any act in which force or violence, or the threat of force or violence, is used by any person or groups of persons, acting individually or in association with a political, religious, ideological, or similar group, with the intention of coercing a government or society in general. The act must be declared as an act of terrorism by the government where it takes place.
- **Theft:** the taking of the property of others, for profit, without the use of violence or intimidation on people or force on objects.
- **Third Parties:** any individual or legal person other than the Policy Holder, the Insured Party, the Beneficiary, or the originator of the incident.
- **Trip/Travel:** A trip or travel will be understood as any temporary movement using a public or private mode of transportation.

## **ARTICLE 3. PURPOSE AND SCOPE OF THE INSURANCE**

Under this contract, the Company guarantees to make immediate material aid available to the Insured Party in the form of services or, where pertinent, the corresponding financial benefits as a result of an unforeseeable event occurring during the trip for which this contract is underwritten.

The insurance coverage will be provided in accordance with the terms and conditions stipulated in the policy and according to the policy's specific guarantees that have been effectively purchased.

The Specific Conditions, and when applicable, the Special Conditions, will list the effectively purchased guarantees, in addition to the Insured Sums or Limits of each, as well as the territorial scope applicable to the coverages.

**The Special or Specific Conditions will take precedence over the provisions of the General Conditions.**

**Unless the Special or Specific Conditions to these General Conditions specify a different distance and/or duration, the guarantees will be in effect solely while the**

# General Conditions for Each Coverage

**Insured Party is traveling. For temporary or renewable contracts in which a maximum time limit is not established for each trip, the guarantees will terminate once the trip covered by the insurance has ended. For renewable contracts with a maximum duration established for each trip, the guarantees will not be applicable for risks that exceed the maximum established duration.**

## General Conditions for each Coverage

### ARTICLE 4. TRAVEL ASSISTANCE COVERAGES

Under this contract, the Company guarantees to make immediate material aid available to the Insured Party in the form of services or, where pertinent, the corresponding financial benefits when the Insured Party has difficulties resulting from an unforeseeable event occurring during the trip for which this contract is underwritten.

When, due to an incident covered by this policy, the Insured Party must prolong their stay away from their usual residence, the Travel Assistance Coverages stipulated in this section will be automatically extended for the Insured Party, **only once and for up to 10 days**, after which this guarantee may not be increased or extended.

### **ARTICLE 4.1. PERSONAL TRAVEL ASSISTANCE COVERAGE**

This article lists the guarantees associated with the insured parties.

These guarantees will be provided in accordance with the conditions established herein.

#### **1. Provision of medical assistance due to illness or accident to the Insured Party traveling in their usual country of residence**

In the event that the Insured Party is subject to an unforeseen illness or accident while traveling in their usual country of residence, the Company shall be responsible for paying the costs of hospitalization, surgical procedures, medical fees, nursing fees, and pharmaceutical products prescribed by the practitioner providing care until the Insured Party reaches a stable state and is able to continue their trip or be transferred back to their usual residence or the hospital closest to this address, **up to the limit established in the Special or Specific Conditions.**

The Company's medical team shall maintain the necessary telephone contact with the center and the practitioners providing care for the Insured Party to ensure that the healthcare assistance is adequate.

**Costs of emergency dental treatment are limited to €250, except if expressly stated otherwise in the Special or Specific Conditions.**

#### **2. Provision of medical assistance due to illness or accident to the Insured Party traveling outside their usual country of residence**

In the event that the Insured Party is subject to an unforeseen illness or accident while traveling **outside of their usual country of residence**, the Company shall be responsible

# General Conditions for Each Coverage

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for paying the costs for hospitalization, surgical procedures, medical fees, nursing fees, and pharmaceutical products prescribed by the practitioner providing care until the Insured Party reaches a stable state and is able to continue their trip or be transferred back to their usual residence or the hospital closest to this address, **up to the limit established in the Special or Specific Conditions.**

The Company's medical team shall maintain the necessary telephone contact with the center and the practitioners providing care for the Insured Party to ensure that the healthcare assistance is adequate.

**Costs of emergency dental treatment are limited to €250, except if expressly stated otherwise in the Special or Specific Conditions.**

**The Company may file a claim for the medical care provided which the Insured Party is entitled to access in accordance with the General Social Security System or, when applicable, any other special system of of this or other organizations or substitute systems. On trips to countries within the European Union, the Insured Party must carry the European Health Insurance Card (EHIC). For trips to other countries where a Social Security Agreement is in place, the Insured Party must take the corresponding form.**

### **3. Transportation for the hospitalized Insured Party's companion**

In the event that the Insured Party's hospitalization, due to an accident or illness covered by the policy, is expected to be **longer than five days**, the Company shall be responsible for the travel expenses for a companion designated by the Insured Party to travel to the location where they are hospitalized, **up to the limit established in the Special or Specific Conditions.**

### **4. Accommodations for the hospitalized Insured Party's companion**

In the event that the Insured Party is expected to be hospitalized for a period **longer than five days** due to an accident or illness covered by the policy, the Insurance Company shall be responsible for the cost of accommodations for the companion designated by the Insured Party in the location where they are hospitalized **up to the limit established in the Special or Specific Conditions.**

Once the companion has traveled to be with the Insured Party, they will have the right to access the following coverages during the trip: a) medical care in the event of an illness or accident, b) transportation and medical repatriation in the event of an illness or accident. **The extent and limits of these two guarantees will be the same as what has been purchased for the Insured Party.**

### **5. Extension of the Insured Party's stay due to illness or accident**

The Company shall be responsible for payment of the Insured Party's accommodations when, due to an illness or an accident covered by the policy, they must extend their stay outside their usual residence in order to receive medical care via medical prescription, **up to the limit established in the Special or Specific Conditions.**

### **6. Delivery of medicines**

The Company shall be responsible for sending any medications that may be urgently prescribed by a doctor to the Insured Party and cannot be found in the location where they are traveling or replaced by medications of a similar composition.

# General Conditions for Each Coverage

**The Company shall not bear the cost of the medications under any circumstances.**

## **7. Transportation or medical repatriation due to accident or illness of the Insured Party during travel**

In the event that the Insured Party is subject to an accident or illness during travel **outside their town/city of usual residence**, the Company shall, when necessary, transfer or repatriate them to a suitably equipped healthcare center and/or to their place of usual residence.

Based on the urgency or degree of severity of the Insured Party's condition, the Company's medical team shall decide which healthcare center the Insured Party will be transferred to, and/or whether repatriation is necessary. The medical team shall stay in constant contact with the Insured Party's doctors to ensure appropriate care.

**In cases when transportation or repatriation in an aircraft is considered necessary by the Company's medical team, the Insured Party may be transported in a special medical airplane between countries considered to be in the territorial scope of Europe and/or the Mediterranean coast.**

**Transportation or repatriation via special medical airplane is expressly excluded when it must be done to, from, inside of, or between countries not considered to be within the territorial scope of Europe and the Mediterranean coast.**

**Any costs incurred from rescue, should it be necessary, are not included in this guarantee.**

## **8. Transportation or repatriation of the Insured Parties accompanying the Insured Party affected by illness or accident**

When one of the Insured Parties' illness or accident prevents the trip from continuing, the Company shall be responsible for transportation of the companions who have a policy for the trip together with the Insured Party (**up to SIX, unless otherwise specified in the Special or Specific Conditions**) to the location where the person affected is hospitalized and/or to their usual residence.

## **9. Transportation or repatriation of minor or disabled Insured Parties accompanying the Insured Party affected by illness or an accident**

In the event that the illness or accident affecting one of the Insured Parties prevents the continuation of the trip, if one of the accompanying Insured Parties mentioned in the article above is under 15 or has a disability and no one to accompany them, the Company shall provide a suitable escort for the journey to the place where the Insured Party is hospitalized and/or to their place of usual residence.

## **10. Reincorporation of the insured companion to the trip**

The Company shall be responsible for reincorporating the companions who so request it into the original travel plan, when they have taken out a policy jointly with the Insured Party who has been transported or repatriated due to illness or accident and may have been transported for this reason to the location where he/she is hospitalized and/or his/her usual

# General Conditions for Each Coverage

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residence. This guarantee will be applicable for a maximum of SIX companions, unless otherwise specified in the Special or Specific Conditions.

## 11. Transportation or repatriation of the deceased Insured Party

In the event of the unforeseen death of the Insured Party while traveling outside of their usual place of residence, the Company will carry out the corresponding procedures to transport or repatriate the Insured Party, accepting the possible expenses for cremation in the location of the Insured Party's death and/or the necessary costs for transporting the coffin and/or the cremated remains to the location of burial, cremation, and/or funeral in their usual place of residence.

**The costs for cremation in a location different from the place of death, and, in any event, the costs for burial or the funeral, are not covered by this guarantee.**

## 12. Transportation or repatriation of the Insured Parties accompanying the deceased Insured Party

In the event of the death of an Insured Party, the Company shall be responsible for transporting the remaining Insured Parties accompanying the deceased **(up to a maximum of SIX, unless otherwise specified in the Special or Specific Conditions) to their usual place of residence.**

## 13. Transportation or repatriation of minor and/or disabled Insured Parties accompanying the deceased Insured Party

In the event that the death of one of the Insured Parties prevents further travel, if one of the accompanying Insured Parties mentioned in the above article is under 15 years of age or has a disability and no one to accompany them, the company shall provide a suitable escort for the journey to the location of death of the Insured Party and/or to their place of usual residence.

## 14. Transportation of the deceased Insured Party's companion

The Company shall provide one family member of the deceased Insured Party with a round trip ticket from their usual residence in order for them to go to the place of death and, if possible, for them to travel with the body of the deceased while being repatriated.

## 15. Accommodations for the deceased Insured Party's companion

The Company will be responsible for the costs of accommodation for the person mentioned in the previous article in the location of death of the Insured Party, **up to the limit established in the Special or Specific Conditions.**

Once this person has traveled to the Insured Party's location of death, they will be entitled to access the following coverages for the period of travel: a) medical care in the event of an illness or accident, b) transportation and medical repatriation in the event of an illness or accident. **The extent and limits of these two guarantees will be the same as what was purchased for the Insured Party.**

## 16. Early return of the Insured Party due to death of a relative

When the Insured Party must interrupt their trip due to the death of a relative, the Company shall be responsible for paying for the trip to their usual place of residence, or to the burial

# General Conditions for Each Coverage

location in the Insured Party's usual country of residence, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide the documents or certificates proving the event that led to the interruption of the trip (death certificate).**

## 17. Early return of the Insured Party due to hospitalization of a relative

When the Insured Party must interrupt their trip due to **hospitalization of a relative for a period longer than 5 days**, the Company shall be responsible for paying for the trip to their usual place of residence, or to the location of hospitalization in the Insured Party's usual country of residence, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip.**

## 18. Early return due to a serious incident in the usual place of residence or place of work

The Company shall be responsible for paying for urgent travel expenses to the Insured Party's usual place of residence, due to the occurrence of a fire or explosion, flooding, or robbery at their usual or secondary address or at their own or rented place of work that render them uninhabitable or with serious risk that greater damage may be done, justifying the need for the Insured Party's immediate departure, **provided that they cannot carry out said trip with their own or hired transportation.**

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip (original report from the fire protection service, police report, report from the Company, or similar documentation).**

## 19. Travel to resume the trip in the event of an early return to the Insured Party's residence

In the event that the Insured Party has had to interrupt their trip and return to their usual place of residence due to any of the causes covered by the policy, and wishes to resume their trip as planned, the Company shall be responsible for their travel to the trip location where they were when the Insured Party's event occurred.

**The Insured Party must provide documents or certificates that prove the event that led to the interruption of the trip.**

## 20. Management and coordination of assistance services

When healthcare assistance and repatriation services are not covered by the policy, the Company will provide the Insured Party with management, coordination, and supervision services for the assistance they require, through the most suitable professionals. **The Insured Party will be responsible for the costs corresponding to these services.**

## 21. Communication of urgent messages

The Company shall manage the communication of the Insured Party's urgent and justified messages regarding any of the events covered in this policy. If it is the Insured Party

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sending said messages, the Company shall be responsible for the expenses arising from their communication, following submission of the corresponding receipt, in addition to proof of the message's urgency. This guarantee will cover communication of said messages via telephone or Internet.

## **22. Simultaneous telephone interpretation service when overseas**

In the event of urgent need and in relation to the guarantees in the policy, the Insured Party may, when overseas, request that the Company provide simultaneous telephone interpretation services.

## **23. Replacement of the Insured Party due to repatriation**

In the case of business trips, when the Insured Party is subject to an illness or accident and must be repatriated, the Company shall be responsible for a round trip to the destination for the person designated by the Policy Holder to replace the repatriated Insured Party. This person will then be considered to be the Insured Party.

**Under no circumstances will the Company pay for salaries, wages, subsistence allowances, accommodation, or meals for the person replacing the repatriated Insured Party.**

## **24. General information**

**The Company shall assist the Insured Party by phone with any questions, concerns, or problems they may have regarding the following aspects:**

- Recommendations from the Spanish Ministry of Foreign Affairs.
- Information about embassies, consulates, visas, and processes necessary to enter a country.
- Currencies.
- Vaccination and hygiene and public health recommendations for travelers.
- Telephone numbers, country codes, and time zones.
- Weather conditions.

## **25. Travel for the Insured Party to acquire the documents necessary for the trip outside his/her usual country of residence**

In the event that the Insured Party's passport or equivalent consular document is lost while traveling outside their usual country of residence, the Company shall be responsible for the expenses for the trips needed to acquire a new passport or equivalent consular document, **up to the limit established in the Special or Specific Conditions.**

## **26. Reimbursement of expenses incurred in obtaining travel documents.**

In the event that the Insured Party's passport or equivalent consular document is lost while traveling outside their usual country of residence, the Company shall be responsible for the expenses incurred by the Insured Party to acquire a new passport, **up to the limit established in the Special or Specific Conditions.**

## **27. Management of cash delivery abroad**

If during their trip outside of Spain the Insured Party is deprived of cash due to robbery, loss of baggage, illness, or accident, the Company shall send cash, after receiving the

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corresponding proof, certificates, or reports, **up to the limit established in the Special or Specific Conditions, provided that the amount requested has been deposited into the Company's bank account beforehand.**

## 28. Rescue expenses

If, during the trip, the Insured Party were to disappear in a hazardous situation, the Company shall be responsible for the expenses to locate and rescue them, **up to the limit established in the Special or Specific Conditions.**

## 29. Compensation for missed classes

In the event that the purpose of the policy's underwritten trip is to attend an educational course and, due to illness or accident, the Insured Party were to be hospitalized for a period of at least 5 days, the Company will provide compensation starting the first day of hospitalization for the missed classes **up to the limit established in the Special or Specific Conditions.**

**The Insured Party must provide the medical report certifying hospitalization and the days of their stay, in addition to the original copy of the course registration.**

## 30. Opening safes in hotel rooms

In the event that the key or code to open a hotel room safe is lost, the Company shall provide compensation for properly-documented costs of opening the safe, **up to the limited agreed upon in the policy's Special or Specific Conditions.**

## 31. Reimbursement of expenses due to loss or theft of keys to the Insured Party's usual residence or vehicle

If, over the course of the trip, the Insured Party loses the keys to their usual residence or vehicle, or they are stolen, and therefore they have an urgent need to use a locksmith or other service to enter their house or use their vehicle, the Company will reimburse the expenses incurred **up to the limit established in the policy's Special or Specific Conditions.**

**To request reimbursement for this guarantee, the Insured Party must provide the original receipts for the expenses incurred due to the loss or theft of the keys.**

## 32. Card cancellation information service

The Company will provide the Insured Party with the telephone numbers to contact the issuing companies for their credit cards so they may cancel them if they are lost or stolen.

## 33. Access to VIP lounges in airports in Spain

The Company will provide the Holder of the Platinum Card and a companion with access to the VIP Lounges that AENA manages in several airports in Spain. However, the management of the corresponding airport reserves the right to not permit the accredited persons to access the VIP lounge for operational, technical, or safety reasons.

The Insured Party may take advantage of the following services in these lounges: personalized information, self-serve coffee bar, daily newspapers and general-interest magazines, cleaning service and replacement of consumables, limited access, television and teletext, telephone information and connection to reserve conference and meeting rooms, gift and flower delivery, telephone information and connection to reserve rental

# General Conditions for Each Coverage

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vehicles. In addition, the Insured Party may receive telephone and fax service, which they must pay at their cost.

The Company will obtain access to these lounges through an agreement with AENA and therefore may not be held responsible for the quality and maintenance of the services. AENA will be responsible for ensuring that the aforementioned services are constant and at a minimum quality level. If a service is not available due to a breakdown or temporary lack of supplies, it will not be understood as a failure to comply with the conditions of this service. Similarly, AENA is exclusively responsible for the possible modification of these services. The Company shall accept no liability in this regard.

## 34. Telephone service for reservations

The Company will assist the Insured Party with reservations for train, plane, bus, and ferry tickets, hotel bookings, and vacation packages.

## 35. Ski slope rescue expenses

The Company shall be responsible for paying for rescue on ski slopes, in the event that the Insured Party is subject to an unexpected accident while skiing, to transport them from the slope to the ski resort's medical center, **up to the limit established in the Special or Specific Conditions.**

## 36. Compensation for missed ski classes

In the event that the Insured Party requires medical repatriation, the Company will provide compensation for the ski classes missed from the start of the unforeseen illness or accident that necessitated repatriation, **up to the limit established in the Special or Specific Conditions.** To this end, the Insured Party must submit the original receipt for the classes to the Company.

## 37. Compensation of unused ski pass

In the event of a medical repatriation, the Company will compensate the Insured Party for the unused days of a ski pass from the start date of the **unexpected illness or accident** that necessitated repatriation **up to the limit established in the Special or Specific Conditions.**

## 38. Expenses for crutches

In the event that the Insured Party has an accident as a result of skiing that does not allow them to walk on their own, the Company will reimburse the cost of the crutches needed for movement **up to the limit established in the Special or Specific Conditions.** To this end, the Insured Party must submit the corresponding medical report that documents prescription of the crutches. **Expenses arising from the use of any other orthopedic device are excluded from this guarantee.**

## ARTICLE 4.2. SPECIFIC EXCLUSIONS FROM THE PERSONAL ASSISTANCE COVERAGE

**In addition to the General Exclusions for all guarantees in this policy, detailed in Article 11 of these General Conditions, the following events and their consequences shall not be covered:**

## General Conditions for Each Coverage

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- a) The services required to treat pre-existing conditions that are not life-threateningly urgent. This exclusion shall not apply for the “Transportation or repatriation of the deceased Insured Party” guarantee.
- b) Illnesses or pathological conditions resulting from the voluntary ingestion of alcohol, drugs, toxic substances, narcotics, or medications acquired without a doctor's prescription.
- c) Those arising from the refusal or delay of the transfer arranged by the Company's medical service with a cause that is attributable to the Insured Party or their companions.
- d) Rehabilitation treatment not resulting from an unexpected illness or accident while the Insured Party is traveling.
- e) Periodic or preventive medical examinations.
- f) Those related to prostheses, orthopedic material or orthosis, and osteosynthesis material.
- g) Those occurring during a trip that was taken for the following reasons: a) with the intention to receive medical treatment, b) because the Insured Party has been diagnosed with a terminal illness.
- h) Workplace accidents occurring during the following activities:
  - Work on construction sites, scaffolding, wells, or loading docks as well as work at height.
  - Use of machine presses, cutting machinery, saws for construction or agriculture.
  - Use of cutting instruments like knives, machetes, or shears.
  - Handling or manipulating merchandise or heavy or hazardous objects.
  - Handling toxic, corrosive, explosive, or flammable products.
  - Work in the armed forces or security.

# General Conditions for Each Coverage

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## ARTICLE 4.3. TRAVEL DELAY COVERAGE

The guarantees regarding travel delays are listed in this article and will be provided in accordance with the conditions established below.

**The original certificate from the carrier regarding the delay or cancellation and its causes must be submitted in all cases.**

**Excluded from this coverage are delays or cancellations caused as a consequence of a strike called by the employees or subcontractors of the airline and/or the departure, layover, or destination airports.**

### 1. Delayed departure of the mode of air transportation

When the departure of the public mode of air transportation purchased for travel by the Insured Party is delayed **at least six hours or is canceled**, the Company will provide reimbursement for the additional transportation, hotel accommodation, and meal expenses the Insured Party paid as a result of the delay or cancellation while awaiting departure of the flight, up to the limit established in the Special or Specific Conditions.

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Certificate from the carrier that shows the real departure time and the cause of the delay.
- b) Original receipts for the expenses incurred as a result of the delay.

### 2. Delayed travel due to overbooking on public mode of air transportation

If the departure of the Insured Party's flight is delayed more than **six hours** as a consequence of the airline booking more seats than those actually available, a situation known as **overbooking**, the Company will reimburse the Insured Party for the required expenses while they await the flight's departure, **up to the limit established in the Special or Specific Conditions**.

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Certificate from the carrier that shows the real departure time and the cause of the delay.
- b) Original receipts for the expenses incurred as a result of the delay.

### 3. Missed flight connections

If the booked flight is delayed due to a technical problem, inclement weather, action by the Authorities or others by force and, as a result of this delay, the connection with the next flight booked on the ticket could not be completed, the Company will reimburse the Insured Party for essential expenses until the departure of the next flight, **up to the limit established in the Special or Specific Conditions**.

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Certificate from the carrier that shows the real departure time and the cause of the delay.
- b) Original receipts for the expenses incurred as a result of the missed flight connection.

# General Conditions for Each Coverage

## 4. Delay in return to residence

When the arrival of the mode of transportation purchased by the Insured Party at the end of the trip to return to his/her usual residence is delayed more than three hours beyond the scheduled time, the Company will provide reimbursement, **up to the limit established in the Specific Conditions or Insurance Certificate**, for the documented and unforeseen expenses incurred due to this delay in order to continue or end the trip.

**To request reimbursement for this guarantee, the Insured Party must provide the following documents:**

- a) **Certificate from the carrier that shows the real departure time and the cause of the delay.**
- b) **Original receipts for the expenses incurred as a result of the delay.**

## ARTICLE 4.4. BAGGAGE COVERAGE

The guarantees regarding the baggage and personal effects belonging to the Insured Parties are listed in this article and will be provided according to the conditions established below.

### 1. Compensation and management of claims for total or partial loss of baggage checked with airlines

With this coverage, once the airline has confirmed the **definitive total or partial loss of checked baggage**, the Company shall provide compensation to the Insured Party for the portion corresponding to the airline, pursuant to applicable regulations on the total or partial loss of baggage checked during a flight, on a case-by-case basis, **up to the limit established in the Specific Conditions**.

With payment of this compensation, **the Company is subrogated in the rights and actions to which the affected Insured Party is entitled** to claim compensation from the Airline responsible, which, pursuant to applicable regulations, is required to reimburse the Insured Party for the total or partial loss of baggage checked during a flight.

In the event that the checked baggage is found after the confirmation of definitive total or partial loss of checked baggage and compensation by MAPFRE, **the Insured Party must return the compensation received. Once the compensation is returned, MAPFRE will provide the Insured Party with the checked baggage.**

If MAPFRE compensated the insured party for delayed checked baggage, or if delayed checked baggage coverage has been purchased, **this compensation will be deducted from the compensation to be received from this guarantee.**

**In order to claim compensation under this guarantee**, and for the company to later process the compensation from the airline for the total or partial loss of checked baggage, the insured party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) Letter of definitive loss from the airline.
- c) Subrogation letter for MAPFRE.

# General Conditions for Each Coverage

- d) List of the contents of the checked and lost baggage, with the Insured Party's estimate of the monetary value of the checked and lost baggage and any original receipts they may possess. **If receipts cannot be provided, a 30% reduction shall be applied to the value of the declared item due to the depreciation.**
- e) Identification label for checked baggage.
- f) Boarding pass.
- g) Excess baggage ticket if paid or if baggage value was declared.

## 2. Compensation for definitive loss, theft, or external damage to baggage checked on a flight

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of definitive loss of or external damage to baggage checked on a flight and will supplement the compensation received from the airline up to the limit established in the **Special or Specific Conditions**.

**External damage to baggage will be compensated with a maximum of 60 euros.**

**The compensation for "Compensation coverage for delayed checked baggage," where applicable, will be deducted from compensations to be provided under this guarantee.**

### DOCUMENTS REQUIRED TO CLAIM THIS GUARANTEE

To claim compensation for definitive total or partial loss of baggage checked during a flight, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) Letter from the airline certifying the definitive total or partial loss of the baggage checked during a flight.
- c) List of the contents of the baggage checked during the flight with the Insured Party's estimate of the monetary value.

When claiming compensation for external damage to the baggage, the Insured Party only needs to submit the Property Irregularity Report (PIR).

To make a claim for compensation for the theft of checked baggage, the Insured Party must provide:

- a) Property Irregularity Report (PIR) or police report from the location and time in which the theft was noticed. It must include a list of the stolen objects and the damage caused by the theft.
- b) A list of the contents of the checked and stolen baggage with the Insured Party's estimate of the monetary value.

## 3. Compensation for total or partial theft of the baggage left in the custody of the carrier

The Company will provide compensation for total or partial theft of the baggage left in the custody of the carrier during transportation by the carrier company, **up to the limit established in the Special or Specific Conditions**, without prejudice to the liability corresponding to the carrier company for all the baggage.

# General Conditions for Each Coverage

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Certificate of the police report from the location of the total or partial theft of the baggage left in the custody of the carrier, providing a list of the contents of the stolen baggage and the Insured Party's estimate of the monetary value of the stolen baggage left in the custody of the carrier.
- b) Certificate of the Written Claim filed with the carrier, respecting the deadlines set by each company.
- c) List of the contents of the stolen baggage left in the custody of the carrier with the Insured Party's estimate of the monetary value.

## 4. Locating and shipping checked baggage and personal effects

The Company will advise the Insured Party on how to submit a theft or loss claim for their baggage and personal effects checked on a mode of public transportation and will assist in efforts to locate them.

In the event that the aforementioned items are recovered, the Company shall be responsible for shipping the items to the location of the Insured Party's scheduled trip or to their usual place of residence. **In this case, the Insured Party must return the compensation provided for loss or theft under this policy.**

## 5. Reimbursement for delayed baggage checked during a flight

In the event of a delay of **more than six hours** from the arrival of the flight until delivery of the checked baggage, the Company will inform the Insured Party of their rights and the procedures to undertake with the company responsible and will provide compensation **up to the limit established in the Special or Specific Conditions** for the purchase of items that are needed while waiting for the delayed baggage to arrive.

**This benefit will not apply if the delay or the purchase of essential items occurred in the Insured Party's usual province of residence.**

**To make a claim for compensation under this coverage, the Insured Party must submit the original receipts for the essential items acquired.**

## 6. Shipment of essential items

The Company will send the Insured Party, wherever they are located, the items that may be considered essential and were forgotten at their residence prior to beginning the trip, or were stolen during the trip and are, due to their nature, impossible to replace in the Insured Party's current location.

**The Company shall organize the shipment and pay the cost, up to the limit established in the Special or Specific Conditions.**

## 7. Compensation for total or partial theft of unchecked baggage and personal effects

The Company will provide compensation for the total or partial material losses and damages to the Insured Party's baggage or personal effects while traveling outside of their usual place of residence **up to the limit established in the Special or Specific Conditions, in the event of the following:**

# General Conditions for Each Coverage

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- a) Robbery or damage resulting from said travel.
- b) Theft inside hotel rooms, provided that it can be certified that the room was locked.
- c) Robbery from the interior of a vehicle, only when the items are in the trunk and cannot be seen by others and the vehicle is in a closed parking facility with surveillance.

Objects of value will only be covered for robbery when it can be certified that these items were stored in a safe or the Insured Party had them with them. Compensation for this reason may be up to 50% of the insured sum. Object of value are jewelry, watches, objects made of noble metals, fur clothing, paintings, works of art, silver and metalworking in precious metals, unique objects, cellular telephones and their accessories, cameras and photography and video equipment, radio systems to record or reproduce sound or images and their accessories, any type of IT material, remote control models and accessories, rifles, hunting shotguns, and their sight accessories, as well as wheelchairs and medical devices.

Compensation for theft of cash is limited to 100 euros.

To claim the compensation under this guarantee, the Insured Party must provide a copy of the police report for robbery or theft filed at the location of the event, including a list of the stolen items and their monetary value.

## 8. Compensation for theft of the Insured Party's cellular telephone while traveling

The Company will provide compensation for the theft of the Insured Party's cellular telephone while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 7 of this article apply to this guarantee.**

## 9. Compensation for theft of the Insured Party's laptop computer while traveling

The Company will provide compensation for the theft of the Insured Party's laptop computer while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 7 of this article apply to this guarantee.**

## 10. Compensation for theft of the Insured Party's briefcase while traveling

The Company will provide compensation for the theft of the Insured Party's briefcase while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 7 of this article apply to this guarantee.**

## 11. Compensation for theft of the Insured Party's prescription glasses while traveling

The Company will provide compensation for the theft of the Insured Party's prescription glasses while traveling outside their usual place of residence and for the damages that said theft may have caused, **up to the limit established in the Special or Specific Conditions.**

**The conditions established for guarantee 7 of this article apply to this guarantee.**

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## 12. Compensation for definitive total or partial loss or damage to firearms, scopes, and ammunition intended for hunting and checked during a flight

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss of or damage to the firearms, scopes, and ammunition declared and checked during a flight and will supplement the compensation received from the airline **up to the limit established in the Special or Specific Conditions**

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) Letter from the airline certifying the definitive total or partial loss of or damage to the firearm, scope, and/or ammunition intended for hunting.
- c) A copy of the report filed with the Spanish Civil Guard department for Supervision of Weapons and Explosives and, if the event occurred overseas, a copy of the report filed with the competent authority.

If claiming compensation for damage to firearms, the Insured Party is only required to submit the Property Irregularity Report (PIR).

**In addition, it must be accredited that the firearms are intended for hunting and that they are the property of the Insured Party, who must be listed as such in the Weapon owner's certificate.**

## 13. Rental expenses for delayed delivery of firearms checked during a flight

In the event of a delay of more than six hours from the arrival of the flight until the delivery of the checked firearm, the Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible and will provide compensation **up to the limit established in the Special or Specific Conditions** to rent another firearm of similar characteristics.

This benefit will not be provided if the delay occurs during the return flight of the covered hunting trip.

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) A written claim to the airline, respecting the deadlines set by each company.
- c) The original receipt from rental of the firearm.

## 14. Compensation for definitive total or partial loss of or damage to ski equipment checked during a flight

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss of or damage to ski equipment checked during a flight and will supplement the compensation received from the airline up to the limit established in the **Special or Specific Conditions**.

To claim compensation for this guarantee, the Insured Party must submit the following documents:

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- a) Property Irregularity Report (PIR).
- b) Letter from the airline certifying the definitive total or partial loss of or damage to the ski equipment checked during a flight.
- c) A list of the checked and lost ski equipment with the Insured Party's estimate of the monetary value.

If claiming compensation for damage to ski equipment, the Insured Party is only required to submit the Property Irregularity Report (PIR). **The compensation provided for this guarantee is supplementary to the compensation corresponding to the guarantee of "Compensation for definitive total or partial loss or external damage to baggage checked during a flight" in Article 4.4.1 of the General Conditions.**

## **15. Compensation for definitive total or partial loss of or damage to golf equipment checked during a flight**

The Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible in the event of a definitive total or partial loss of or damage to golf equipment checked during a flight and will supplement the compensation received from the airline up to the limit established in the **Special or Specific Conditions**.

To claim compensation for this guarantee, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) Letter from the airline certifying the definitive total or partial loss of or damage to the golf equipment.
- c) List of the equipment with the Insured Party's estimate of the monetary value.  
If claiming compensation for external damage to golf equipment, the Insured Party is only required to submit the Property Irregularity Report (PIR).

**The compensation provided for this guarantee is supplementary to the compensation corresponding to the guarantee of "Compensation for definitive total or partial loss or external damage to baggage checked during a flight" in Article 4.4.1 of the General Conditions.**

## **16. Rental expenses for delayed delivery of golf equipment checked during a flight**

In the event of a delay of more than six hours from the arrival of the flight until the delivery of the checked golf equipment, the Company will inform the Insured Party of their rights and the procedures to undertake with the airline responsible and will provide compensation **up to the limit established in the Special or Specific Conditions** to rent other equipment of similar characteristics.

**This benefit will not be provided if the delay occurs during the return flight of the golf trip.**

To claim compensation for this coverage, the Insured Party must submit the following documents:

- a) Property Irregularity Report (PIR).
- b) A written claim to the airline, respecting the deadlines set by each company.
- c) The original receipt from rental of the golf equipment.

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## 17. Broken clubs while playing golf

If a club is broken while playing golf in a closed facility intended for said sport, the Company will pay for the cost to rent a club with similar characteristics in order to continue the trip's intended purpose of playing golf, **up to the limit established in the Special or Specific Conditions.**

## ARTICLE 4.5. SPECIFIC EXCLUSIONS FROM BAGGAGE COVERAGE

In addition to the General Exclusions from all guarantees in this policy, described in Article 11 of these General Conditions, the following shall not be covered:

- a) Merchandise, professional material, travel tickets, collections, certificates of any kind, identity documents, and, in general, all documents and paper assets, credit cards, money, jewelry, any content stored on electronic and/or computer media, documents registered on magnetic strips or films. For these purposes, personal computers are not considered professional material.
- b) The losses resulting from an object that was not placed in the custody of a carrier and was lost or forgotten by the Insured Party.
- c) Damage from normal use or wear, inherent vice, or natural weathering.
- d) Theft while camping, caravanning, or in any other mobile accommodation.
- e) Damage to baggage that was not adequately packed or labeled, such as fragile baggage or perishable products.
- f) Theft, except for the provisions in the guarantee for "Compensation for total or partial theft of unchecked baggage and personal effects."

## ARTICLE 5. COVERAGE FOR CANCELLATION COSTS AND INTERRUPTED TRAVEL

The guarantees for cancellation costs and interrupted travel for the insured trip are listed in this article and will be provided in accordance with the conditions established below.

### 1. Trip cancellation costs

This guarantee shall be valid from the date the insurance policy is taken out, and shall terminate upon boarding the means of public transportation used to travel. **This policy only covers incidents occurring after taking out the insurance and before embarking on the journey stated in the policy.**

The Company will reimburse, **up to the limit established in the Special or Specific Conditions**, the cancellation costs for the insured trip which are billed to the Insured Party as a result of application of the provider's general conditions of sale, provided that the trip is canceled prior to its start and due to one of the following unforeseen reasons that do not allow the trip to take place on the purchased dates and which occurred after taking out the insurance:

# General Conditions for Each Coverage

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## 1. Family and health reasons:

- 1.1. Serious illness, serious physical accident, or death of the Insured Party or one of their relatives.
- 1.2. Adoption placement of a child.

## 2. Official requirements:

- 2.1. Summons on the Insured Party by official agencies of the government or Autonomous Communities.

## 3. Work-related reasons:

- 3.1. Beginning a new job position with an employment contract after having been unemployed or at a different company from the current company, which is not part of the same business group.
- 3.2. Unexpected and mandatory transfer to a work center located in a different Autonomous Community than the Insured Party's residence for a period of more than three months.
- 3.3. Dismissal of the Insured Party.
- 3.4. Documented, unexpected change of the vacation time previously approved by the company with which the Insured Party has an employment contract.
- 3.5. Awarding of an educational or vocational scholarship with a start date that coincides with the expected dates of the trip and of which the Insured Party is informed after taking out the insurance.

## 4. Extraordinary circumstances:

- 4.1. Serious damage to the Insured Party's usual or secondary residence or to their own or rented place of work which renders them uninhabitable or with serious risk that greater damage may be done, justifying the need for their presence.
- 4.2. Disaster zone declaration in the area of the Insured Party's usual residence.
- 4.3. Terrorism, provided that this circumstance occurred within a maximum of 30 days prior to the expected start date of the trip and less than 30 kilometers from the trip's destination.

## 5. Other reasons:

- 5.1. Breakdown of or accident to the vehicle owned by the Insured Party, occurring within 48 hours prior to the start of the trip, which prevents the Insured Party from beginning the trip. **In the event of a breakdown, trip cancellation will only be covered if the vehicle is less than four years old.**
- 5.2. Breakdown of or accident to the mode of transportation used for travel to the trip's starting terminal, port, or airport, causing the Insured Party to miss the purchased transportation. **Coverage will only be provided for the costs of alternative transportation to resume the trip or 50% of the cancellation costs if the Insured Party decides to cancel the trip.**
- 5.3. Theft of documents or baggage in the 24 hours prior to the start of the trip which prevents the Insured Party from starting the trip.

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- 5.4. Trip cancellation by companions insured under the same contract provided that the cancellation is due to one of the reasons covered in this coverage. If the Insured companions decide to continue the trip, the additional expenses incurred from cancellation of the insured trip will be covered.

## THE INSURED PARTY'S REQUIREMENT TO REPORT THE INCIDENT

The Insured Party is required, in accordance with article 17 of the Insurance Contract Act, to use the means available to them to lessen the consequences of the incident. Therefore, they must, in accordance with the provisions of **article 160 of Royal Legislative Decree 1/2007, of November 16, which approved the revised text of the General Law for Consumer and User Protection, and article 16 of the Insurance Contract Act**, inform both the trip provider and the Company of the trip cancellation as soon as they become aware of the event causing it. If the Insured Party fails to comply with this requirement, the Company may deduct from the compensation to be provided **the corresponding costs caused by the delay for management, cancellation, and penalties in accordance with the aforementioned articles.**

## DOCUMENTS REQUIRED TO CLAIM THE CANCELLATION COSTS BENEFIT

In order to process the claim, the Insured Party must submit the following documents:

1. A document certifying the occurrence of the incident (medical report, death certificate, police report, etc.). This document must contain the date of the incident (hospitalization, death, breakdown, accident, etc.).
2. A list of the services purchased for the trip (accommodations, flights, etc.) and their proof of payment.
3. Conditions for canceling these services and proof of their cancellation.
4. Receipt for the cancellation costs or a credit note for the expenses not included in the cancellation costs.

**It is imperative that the trip's cancellation costs be demonstrated with the aforementioned required documentation.**

## 2. Compensation for interruption of the purchased trip

In the event that the trip is interrupted for one of the reasons listed in the previous article, the Company will provide the Insured Party with compensation for the value of the trip in proportion to the number of unused days starting from the trip's date of interruption **and up to the limit established in the Special or Specific Conditions.**

**This guarantee shall come into effect as soon as the Insured Party uses the first services of the combined trip or, when applicable, boards or uses the first mode of transportation of the trip covered by the insurance.**

**This guarantee entitles the Insured Party to compensation if the trip interruption is caused by one of the reasons listed in this article's previous section and following submission of the documents necessary for processing.**

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## 3. Compensation for missed tours or excursions

The Company will reimburse the Insured Party, **up to the limit established in the Special or Specific Conditions** for the canceled leisure or cultural tours and excursions that were purchased at the destination and for which payment was given to the provider, **provided that the tour was canceled for any of the reasons listed in section 1 of this article.**

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## ARTICLE 5.1. SPECIFIC EXCLUSIONS FROM THE COVERAGE FOR CANCELLATION COSTS AND INTERRUPTED TRAVEL

This coverage does not cover the risks below, or the risks described in Article 11 of these General Conditions; except as provided for in letter b), section b) of said article, trip cancellation or interruption caused by one of the following events or their consequences are not guaranteed:

- a) Non-urgent medical treatment or surgical procedures, analyses, medical tests, rehabilitation sessions, and periodic or preventive examinations.
- b) Medical or vaccine contraindication, or the inability to follow the recommended medical treatment in certain destinations.
- c) Epidemics.

## ARTICLE 6. COVERAGE FOR EXTRAORDINARY CIRCUMSTANCES

The Insurer covers the guarantees listed in this article when, as a result of earthquakes, tsunamis, extraordinary flooding (including storm surge), volcanic eruptions, atypical cyclonic storms (including wind gusts greater than 120 km/h, hurricanes, and tornadoes), or falling astral bodies or meteorites, the flight or boat trip purchased by the Insured Party is definitively canceled or there is a delay of greater than 24 hours from the expected departure time indicated on the ticket.

### 1. Cancellation Costs

When, due to the aforementioned natural phenomena, **the trip covered by the insurance is definitively canceled or there is a delay of greater than 24 hours** from the expected departure time indicated on the ticket, the Insurer will reimburse the **costs for the transportation and accommodations that were purchased and unused by the Insured Party and cannot be recovered from the tour operator or travel agent.** The costs to reimburse are indicated below:

- a) Amounts spent on accommodations (including deposits), tourist trips, or hiring guide or interpreter services that were paid by the Insured Party to the tour operator or travel agent, **up to the maximum limit agreed upon in the Special or Specific Conditions.**
- b) Amounts spent by the Insured Party on transportation for the part(s) of the trip that cannot be carried out, when these expenses cannot be reimbursed by the carrier in accordance with the applicable legislation, and the amounts spent, including deposits, for transportation during the trip, such as vehicle rental, or train, plane, or ferry tickets, **up to the maximum limit agreed upon in the Special or Specific Conditions.**
- c) Amounts spent by the Insured Party to hire the services of professionals to care for relatives, children, or domestic animals, **up to the maximum limit agreed upon in the Special or Specific Conditions.**

# General Conditions for Each Coverage

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## 2. Expenses from the inability to return to the Insured Party's residence

When, due to the aforementioned natural phenomena, the Insured Party cannot return to their residence in Spain on the departure date and time indicated on the ticket **due to definitive cancellation of the purchased flight or boat trip or a delay of greater than 24 hours**, the Insurer will provide reimbursement for the expenses incurred that are listed below, **up to the maximum limit agreed upon in the Special or Specific Conditions**.

- a) Expenses for accommodations and meals paid for by the Insured Party, **up to a limit of 100 euros for each day that they cannot return to their residence**.
- b) Expenses for transportation by train, plane, ferry, or rental car purchased by the Insured Party, when the transportation company, tour operator, or travel agent has not been able to provide an alternative form of adequate transportation for the Insured Party to return to their residence.

### DOCUMENTS TO BE SUBMITTED BY THE INSURED PARTY

In order to process reimbursement for the expenses covered by the above guarantees, the Insured Party must provide the Insurer with the following documents:

- a) Copy of the ticket granting access to the transportation issued by the carrier or an authorized agent.
- b) Certificate from the airline or maritime transportation company specifying the reason for cancellation of the trip.
- c) For the "Expenses for inability to return to the Insured Party's Residence" guarantee, a copy of the ticket certifying that the Insured Party used an alternative mode of transportation.
- d) Original receipts from the expenses that the Insured Party has incurred and for which they are requesting reimbursement.

## ARTICLE 6.1. EXCLUSIONS FROM COVERAGE

**This coverage does not cover the risks below, or the risks described in Article 11 of these General Conditions, except for the provision in b), section a) of said article:**

- a) **Cancellation costs for cruises.**
- b) **Reimbursement for expenses covered by this coverage that the Insured Party can recover from the transportation company, tour operator, or authorized travel agent, or from any other provider from whom the Insured Party has purchased a service.**
- c) **Expenses for transportation or accommodations that were paid for by the transportation company, tour operator, or authorized travel agent.**
- d) **Any expense from telephone, fax, or connection to communication networks.**

## ARTICLE 7. PERSONAL ACCIDENT COVERAGE

This coverage encompasses accidents that the Insured Party may sustain during the trip covered by the insurance.

# General Conditions for Each Coverage

## 1. Compensation for accidental death of the traveling Insured Party

If an accident covered by the policy results in the death of the Insured Party while they are traveling, the Company will pay the Beneficiary the insured sum **that has been established in the Special or Specific Conditions.**

**For Insured Parties under 14 years old and/or legally disabled individuals, compensation for this guarantee will be for defrayal of the Insured Party's burial expenses, with a limit of € 3,500, following submission of the certifying receipt.**

If there is neither designation of nor rules to determine the Beneficiary upon the death of the Insured Party, the insured amount shall constitute part of the estate of the Insured Party. When there are several Beneficiaries, unless there is a contrary agreement, payment of the insured amount will be settled in equal shares or in proportion to the inheritance percentage if the designation was made in favor of inheritors. **Unless there is a contrary agreement, the share not received by one Beneficiary will increase the shares of the other beneficiaries.**

**Should any of the Beneficiaries prove to be the fraudulent originator of the accident, their designation as a beneficiary will be null and void, and the share that would have corresponded to said Beneficiary will increase the shares of the other Beneficiaries or, when applicable, form part of the Insured Party's estate.**

**If the Company had paid a compensation for disability prior to death as a result of the same accident within one year of the event, it shall compensate the difference between the amount paid and the insured amount in the event of death. If the amount already compensated is greater, the Company shall not claim the difference.**

**In order to make claims for compensation under this guarantee, the Policy Holder or Beneficiaries must provide the Company with the following documents:**

- a) **Birth and full death certificates of the Insured Party.**
- b) **Documents confirming the legal status of the Beneficiaries.**
- c) **If the Beneficiaries are the inheritors of the Insured Party, a copy of the certification of distribution of the estate or, where pertinent, the decision handed down by the corresponding court regarding inheritors.**
- d) **Letter of payment of or exemption from the Inheritance Tax, duly completed by the corresponding tax department.**

## 2. Compensation for accidental death of the Insured Party traveling in a public mode of transportation

In the event that the Insured Party dies while traveling as the result of an accident occurring on a public mode of transportation, the Company will act in accordance with the provisions of section 1 of this article (Guarantee for Compensation for accidental death of the traveling Insured Party).

For the purposes of this insurance, a public mode of transportation will be understood as the mode purchased to carry out the trip covered by this insurance, **limited to airplane, boat, train, or coach**, including boarding and disembarking from said modes of transportation. Similarly, the mode of transportation used during the direct route from the point of departure

# General Conditions for Each Coverage

or arrival (residence or hotel) to the trip's terminal (station, airport, port), will be considered to be a public mode of transportation (**limited to taxi, rental car with driver, tram, bus, train, or subway**).

### 3. Scaled compensation for permanent disability of the traveling Insured Party

For the purposes of the insurance, disability will be understood as the anatomical loss or dysfunction of limbs or organs as a result of bodily injuries caused by an accident affecting the Insured Party while traveling.

The amount of the compensation shall be determined by applying the percentages established in this guarantee's scale of injuries to the insured sum established in the Special or Specific Conditions. When determining the percentages, only the scale and not the Insured Party's profession, age, or any other factor other than the scale, will be considered.

#### INJURY SCALE

Percentage of compensation

##### Head and nervous system

• Severe mental disorder .....	100
• Severe epilepsy.....	60
• Total blindness.....	100
• Loss of an eye or vision therein, if the other eye was lost previously ....	70
• Loss of an eye, preserving the other eye or reducing binocular vision by half.....	25
• Bilateral traumatic cataract removal (aphakia).....	20
• Unilateral traumatic cataract removal (aphakia).....	10
• Complete deafness .....	50
• Total deafness in one ear, having lost hearing in the other ear previously .....	30
• Total deafness in one ear .....	15
• Total loss of smell or taste.....	5
• Total muteness with inability to produce coherent sounds .....	70
• Ablation of the lower jaw .....	30
• Serious disorders in both maxillary joints .....	15

##### Spinal column

• Paraplegia .....	100
• Quadriplegia .....	100
• Limitations to mobility as a result of vertebral fractures with no neurological complications or serious spinal column deformations: 3 percent for each affected vertebra with a maximum of .....	20
• Barre-Lieou syndrome .....	10

##### Thorax, abdomen, and genitourinary tract

• Loss of a lung or reduction of lung capacity by half .....	20
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# General Conditions for Each Coverage

## INJURY SCALE

Percentage of  
compensation

• Nephrectomy .....	10
• Splenectomy .....	5
• Colostomy .....	20
<b>Upper limbs</b>	
• Amputation of an arm from the humerus joint .....	70
• Amputation of an arm at the elbow or above.....	65
• Amputation of an arm below the elbow .....	60
• Amputation of a hand at the wrist or distal to the wrist.....	55
• Amputation of four fingers on one hand .....	50
• Amputation of the thumb .....	20
• Total amputation of the index finger or two of its phalanges .....	15
• Total amputation of any other finger or two phalanges of a finger.....	5
• Total loss of movement in a shoulder .....	25
• Total loss of movement in an elbow .....	20
• Total paralysis of the radial, ulnar, or medial nerve .....	25
• Total loss of movement in a wrist .....	20
<b>Lower limbs</b>	
• Total loss of movement in one hip.....	20
• Amputation of a leg above the knee.....	60
• Amputation of a leg conserving the knee .....	55
• Amputation of a foot .....	50
• Partial amputation of a foot conserving the heel .....	20
• Amputation of the big toe .....	10
• Amputation of any other toe .....	5
• Shortening of a leg by 5 cm or more .....	10
• Total paralysis of the external popliteal nerve .....	15
• Total loss of movement of a knee.....	20
• Total loss of movement of an ankle.....	15
• Serious difficulty walking following the fracture of one of the calcanea..	10

Use of the injury scale is regulated by the following principles:

- a) **The types of disabilities not expressly indicated herein will be compensated in keeping with similar cases listed here.**
- b) **If some limb or organ had been amputated or functionally limited prior to the accident, the percentage of compensation will be the difference between the preexisting disability and the disability after the accident.**
- c) **The percentage of compensation for the upper limbs shall be reduced by 15% when the injuries do not affect the dominant side, the left side of a right-handed person or vice versa.**

# General Conditions for Each Coverage

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- d) **Partial limitations and anatomical losses will be compensated in proportion to the absolute loss of the affected organ or limb. Complete dysfunction of a limb or organ will be considered to be a total loss thereof.**
- e) **The sum of the various partial percentages of compensation for different types of partial disability in the same limb or organ shall not be higher than the percentage established for total loss. Accumulation of all disability percentages caused by the same accident will not yield a compensation greater than 100%.**

The recognition of the right to this guarantee solely corresponds to the Company, who will verify the Insured Party's disability. To this end, the Company will assess the Insured Party's physical condition after a doctor has recognized and declared that their condition is permanent in the medical reports the Insured Party is required to provide to certify their disability.

If the Company is unable to assess the physical condition of the Insured Party after twelve months have elapsed since the date of the accident, it may request a new term of up to an additional twelve months. At the end of this term, the Company will determine whether there is a disability or not, and, if so, the degree of disability that will be considered to be definitive for the purposes of the insurance. If the Insured Party does not accept the degree of disability assigned by the Company, they may defer to a third-party expert as provided for under article 38 of the Insurance Contract Act. Each party shall bear the costs of their expert. The Insured Party and the Company shall each pay half of the costs for the third-party expert and related expenses for external appraisal. Notwithstanding the foregoing, a party who has made the involvement of an expert necessary because of an injury appraisal that is evidently disproportional, shall bear such costs entirely.

## **4. Compensation for accidental permanent disability of the Insured Party while traveling in a public mode of transportation**

In the event of permanent disability as a result of bodily injuries caused by an accident while the Insured Party was traveling on a public mode of transportation, the provisions of section 3 of this article will apply.

For the purposes of this insurance, a public mode of transportation will be understood as the mode purchased to carry out the trip covered by this insurance, **limited to airplane, boat, train, or coach**, including boarding and disembarking from said modes of transportation. Similarly, the mode of transportation used during the direct route from the point of departure or arrival (residence or hotel) to the trip's terminal (station, airport, port), will be considered to be a public mode of transportation (**limited to taxi, rental car with driver, tram, bus, train, or subway**).

## **ARTICLE 7.1. SPECIFIC EXCLUSIONS FROM PERSONAL ACCIDENT COVERAGE**

**In addition to the General Exclusions for all guarantees in this policy, described in Article 11 of these General Conditions, the "Personal Accident Coverage" does not guarantee accidents with the following as their cause and consequences:**

# General Conditions for Each Coverage

- a) Damages caused during strikes.
- b) Intoxication or poisoning from ingestion of food products.
- c) Injuries resulting from surgical procedures or medical treatments not required by an accident covered by the policy.
- d) Infectious diseases, such as African sleeping sickness, malaria, yellow fever, and, in general, illnesses of any type, fainting, syncope, stroke, epilepsy or epileptiform convulsions, including those caused by any type of loss of consciousness as a consequence of an accident in accordance with the definition of “Accident” in article 2 of these General Conditions.
- e) Workplace accidents, with the exception of activities that do not represent a physical and/or health risk to the employee.
- f) Use, as a passenger or crew member, of helicopters and aircraft that are not authorized for public transportation of travelers.
- g) Accidents that occurred prior to the entry into force of this insurance, even if such accidents become apparent during its term; as well as the consequences or after-effects of a covered accident that become apparent more than three-hundred and sixty-five days after the date of the event.

## **ARTICLE 8. THIRD-PARTY LIABILITY COVERAGES**

This coverage will cover the financial consequences resulting from Extracontractual Third-Party Liability which the Insured Party may incur, in accordance with Law, during the policy's term, due to bodily harm or material damages and damages involuntarily caused to third parties when the Insured Party is traveling during the covered trip.

This coverage guarantees payment of any compensations for which the Insured Party is liable, the legal costs and out-of-court costs for the Insured Party's defense, provided that the Insurer assumes responsibility for legal management of the claim, and coverage of the judicial bonds required to ensure civil liability in the proceeding, **with the conditions, limits, and exclusions agreed upon in this contract.**

### **ARTICLE 8.1. INDIVIDUAL THIRD-PARTY LIABILITY**

The Insured Party's third-party liability coverage included in this guarantee covers liability arising from the following risks, events, and circumstances:

- In their position as the HEAD OF A FAMILY, due to the actions or omissions of those people for whom they are responsible.
- PRACTICING SPORTS as an amateur.
- The use of WATERCRAFT, powered solely by pedals or oars.
- The use of NON-MOTOR VEHICLES, such as bicycles, roller skates, and any vehicle with characteristics similar to the aforementioned.
- As a tenant or user of a dwelling or room, when the use is not permanent, provided that they are only used for residence by the holder of the insurance.

# General Conditions for Each Coverage

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- This coverage is also extended to third-party liability resulting from the presence of a garage, pool, garden, transformers, boilers, individual TV antennas, and similar objects in the Insured Party's temporary residence.
- For damage caused by WATER, FIRE, OR EXPLOSION, whether they originate inside the Insured Party's residence or outside of it, and regardless of whether the originator of the damage is the Insured Party or any of the people for whom they are responsible.
- For the actions or omissions of DOMESTIC SERVICE staff, when they are working for the Insured Party. The staff who care for the dwelling and its facilities or perform domestic activities are also included as such.
- As an owner of DOMESTIC ANIMALS.

## ARTICLE 8.2. EXCLUSIONS FROM INDIVIDUAL THIRD-PARTY LIABILITY GUARANTEE

This guarantee does not cover:

- a) Compensation for material damages to the possessions of employees or dependents of the Insured Party.**
- b) Claims related to asbestosis or any illnesses, including cancer, resulting from the manufacture, production, transformation, assembly, sale, or use of asbestos or products that contain it.**
- c) Financial losses originating from the Insured Party's work as a director, chief officer, or executive of private companies, associations, or clubs, or as a trustee or administrator of companies.**
- d) Third-party liability arising from operations in an industry or business, the practice of a profession or paid service, or from a position or function in associations of any type, even when they are honorary.**
- e) Claims resulting from workplace accidents suffered by the Insured Party's dependent staff.**
- f) Liability for damages directly or indirectly caused by any disturbance in the natural state of air, inland waters, marine waters, or ground waters in the soil and subsoil and, in general, in the environment, due to the following:**
  - Emissions, dumping, injections, deposits, leaks, discharges, spills, or filtrations of contaminant substances.
  - Radiation, noise, vibration, odors, heat, temperature changes, electromagnetic fields, or any other type of waves.
  - Toxic or contaminant smoke from fires or explosions.

## ARTICLE 8.3. THIRD-PARTY LIABILITY FOR INSTRUCTORS

The policy specifically covers damage affecting people under the care or protection of the Insured Party, in addition to the damage caused by said individuals to third parties during field trips, tours, and similar events, provided that these damages are caused by a culpable or negligent omission or action of the Insured Party.

# General Conditions for Each Coverage

## ARTICLE 8.4. EXCLUSIONS FROM THE GUARANTEE OF THIRD-PARTY LIABILITY FOR INSTRUCTORS

This guarantee does not cover:

- a) Events caused by a reason attributable to the management of the Center where the Insured Party is providing services, such as those caused by the facilities (buildings, furniture, gym equipment, and similar objects) or from having been served food products in unfit condition. Where the Insured Party performs the role of manager as well as a teacher, the coverage shall only apply to the latter function.
- b) Those occurring due to actions or omissions by the Insured Party in their private life, or during the performance of activities other than the professional activity covered by this policy.
- c) Material damages caused by the people in charge among themselves and material damages that affect the facilities where risk is present or the property of teachers or instructors.
- d) Those caused by participating in notoriously dangerous sports or activities, especially excluding the following: car racing, motorcycle racing, scuba diving, climbing, bungee jumping, speleology or cave exploration, boxing, any type of aerial sport (skydiving, hot air ballooning, gliding, paragliding, etc.), rafting, canyoneering, skiing, snowboarding, rappelling, paint ball, horse riding, water skiing, and the use of any type of firearms.
- e) Claims resulting from workplace accidents suffered by the Insured Party's dependent staff.

## ARTICLE 8.5. EXPENSES FROM DEFENSE AND CIVIL BONDS IN THIRD-PARTY LIABILITY PROCEEDINGS

The following are also guaranteed by this contract, with a limit of 3,000 euros for proceedings in Spain and 6,000 euros for overseas proceedings, provided that the motive for the claim is included in the policy's coverages:

- The provision of judicial bonds required to ensure civil liability in the proceedings.
- Legal costs, which will be paid in the same proportion between the compensation that shall be provided by the Insurer, in accordance with the policy, and the total liability of the Insured Party in the claim.
- The Insurer will take responsibility for the judicial direction, and related defense costs, regarding the claim from the affected party. The Insured Party shall collaborate as necessary under the guidelines of the judicial direction assumed by the Insurer. **If the Insured Party appoints their own defense, they shall be responsible for the legal costs associated with said defense.**
- The aforementioned provisions will be equally applicable in the event of criminal proceedings against the Insured Party insofar as they relate to the activities subject to the insurance, with the prior consent of the defendant. **The Insured Party will bear any legal fees associated with the appointment of their own defense.**

# General Conditions for Each Coverage

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- If the legal proceedings against the Insured Party result in a court conviction, the Insurer will decide whether to appeal the ruling to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost.

**In case of the latter, should the appeal produce a sentence that is favorable to the Insurer's interests and reduces compensations to be paid, the Insurer will be required to cover the costs of the appeal.**

- If a conflict arises between the Insured Party and the Insurer because the latter is required to sustain interests in the claim that run counter to the defense of the Insured Party, the Insurer will communicate this to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defense. Under these circumstances, the Insured Party may choose to either maintain the legal services provided by the Insurer or entrust their defense to another person. **In the latter case, the Insurer must cover the cost of such legal services up to the limit established for this coverage.**
- If an amicable agreement is reached in terms of third-party liability, it will be optional for the Insurer to assume the Insured Party's criminal defense, and subject to the prior consent of the defendant.
- In the event that the aforementioned legal costs, plus the compensation awarded, exceed the maximum insured sum per incident, the Insurer will pay out sums that exceed said limit, **provided that such legal actions are filed with Spanish courts.**

**In the event that an express agreement is reached to expand the territorial scope of the policy's coverage and actions are filed before foreign courts, the maximum amount payable by the Insurance Company in terms of the compensation awarded and legal costs shall not exceed the amount established in the policy as the limit of compensation per incident.**

## **ARTICLE 9. LEGAL ASSISTANCE COVERAGE OUTSIDE THE USUAL COUNTRY OF RESIDENCE**

The guarantees regarding legal assistance are listed in this article and will be provided in accordance with the conditions established below.

### **1. Legal defense costs in proceedings resulting from a traffic accident outside the usual country of residence**

The Company shall be responsible for the costs arising from the legal defense of the Insured Party in civil or criminal proceedings brought against them for a traffic accident outside of their usual country of residence, **up to the limit established in the Special or Specific Conditions.**

**The legal defense team with a lawyer and prosecutor shall be selected by the Insured Party. However, the Company shall offer the Insured Party the legal services it has available for this purpose.**

# General Conditions for Each Coverage

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## **2. Advance of bonds in legal proceedings resulting from a traffic accident outside the usual country of residence**

The Company shall, for the Insured Party, fulfill the requirements of the bonds required by foreign courts to guarantee payment of the fees and legal costs or to guarantee their provisional release in criminal proceedings arising from a traffic accident outside of their usual country of residence, **up to the limit established in the Special or Specific Conditions.**

**The Company reserves the right to request the corresponding written acknowledgment of debt from the Insured Party.**

**Similarly, the Insured Party is required to repay the Company for the amount provided for bond payment in a maximum term of three months without the need for a specific request from the Company. In the event that the total amount of the bonds exceeds 3,000 euros, the Insured Party shall guarantee its reimbursement by making a deposit to the bank account indicated by the Company.**

# Extraordinary Events

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

### **ARTICLE 10. INSURANCE COMPENSATION CONSORTIUM**

As provided for under the Consolidated Text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of October 29, the Policy Holder of an insurance contract of the type which requires payment of surcharges to the aforementioned public business entity is entitled to reach an agreement on the coverage of extraordinary risks with any insurance company meeting the conditions established by the legislation in force.

Compensations arising from claims filed due to extraordinary events occurring in Spain or overseas when the Insured Party's usual residence is in Spain shall be paid by the Insurance Compensation Consortium when the Policy Holder has paid the corresponding surcharge to said entity and when any of the following situations occurs:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurance company.
- b) The extraordinary risk is covered by said insurance policy, but the insurance company's obligations cannot be enforced because they have been legally declared bankrupt or are undergoing liquidation proceedings involving or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in a manner consistent with the aforementioned Legal Statute, the Insurance Contract Act (Law 50/1980 of October 8), the Regulation governing insurance of extraordinary risks, approved by Royal Decree 300/2004 of February 20, and additional provisions thereof.

### **ARTICLE 10.1. COVERED EXTRAORDINARY EVENTS**

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding (including flooding caused by storm surge); volcanic eruptions; atypical cyclonic storms (including wind gusts over 120 km/h and tornadoes); and falling astral bodies and meteorites.
- b) Events occurring violently as a result of terrorism, rebellion, sedition, mutiny, and civil unrest.
- c) Events or actions involving the Armed Forces or Security Forces in peacetime.

Atmospheric and seismic events, volcanic eruptions and falling sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other public bodies that are authorities in this field. In cases of events of a political or social

nature, and in the event of damage caused by events or actions of the Armed Forces or Security Bodies or Forces in peacetime, the Insurance Compensation Consortium may seek information about the events from the competent legal and administrative bodies.

### ARTICLE 10.2. EXCLUDED RISKS

- a) Risks not eligible for compensation according to the Spanish Insurance Contract Act.
- b) Risks caused to persons insured by an insurance contract other than those which require payment of the surcharge to the Insurance Compensation Consortium.
- c) Risks resulting from armed conflict, regardless of any official declaration of war.
- d) Risks derived from nuclear energy, notwithstanding the provisions of Law 12/2011 of May 27, on third-party liability for nuclear damages or those produced by radioactive materials.
- e) Risks caused by natural phenomena other than those set forth in section 1.a) and, specifically, risks caused by elevation of the water table, mountainside movements, landslides, rock detachment, and similar phenomena, except when these are caused by rain that resulted in extraordinary flooding in the area and they occur simultaneously to said flooding.
- f) Risks caused by riots during assemblies and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of July 15, regulating the right of assembly, and during legally organized strikes, except when such actions may be classified as extraordinary events as specified in paragraph 1.b) above.
- g) Risks caused by bad faith on the part of the Insured Party.
- h) Risks caused by claimable events that occur before the first premium payment or when, in accordance with the Insurance Contract Act, the Insurance Compensation Consortium's coverage is suspended or the insurance is terminated as a result of failure to pay the premiums.
- i) Claimable events that are classified by the government as "national catastrophes or disasters" due to their magnitude and severity.

### ARTICLE 10.3. EXTENSION OF COVERAGE

1. Coverage of extraordinary risks shall cover the same people and same sums as established in the insurance policy for ordinary risks.
2. In life insurance policies that, according to the provisions of the contract, and in accordance with the regulations on private insurance, generate mathematical provision, the Insurance Compensation Consortium's coverage will refer to the capital at risk for each Insured Party, i.e., the difference between the insured sum and the mathematical provision that the insurance company that issued the policy should have established. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurance company.

# Extraordinary Events

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## ARTICLE 10.4. REPORTING DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for damage compensation covered by the Insurance Compensation Consortium shall be communicated to this body by the Policy Holder, the Insured Party, or the Beneficiary of the policy, or by anyone acting for and on behalf of the above, or by the Insurance Company or the insurance broker with whose intervention the insurance was managed.
2. Damages may be reported and information obtained on the procedure and the status of processing claims:
  - By calling the Insurance Compensation Consortium Call Center (+34 900 222 665 or +34 952 367 042).
  - Through the Insurance Compensation Consortium website ([www.conorseguros.es](http://www.conorseguros.es)).
3. Damage Assessment: The assessment of damages liable to compensation under insurance legislation and the contents of the insurance policy shall be performed by the Insurance Compensation Consortium, without it being bound by the assessments, if any, that the insurance company covering ordinary risks may have made.
4. Payment of compensation: The Insurance Compensation Consortium shall make the payment of the compensation to the beneficiary of the insurance by bank transfer.

## ARTICLE 11. GENERAL EXCLUSIONS FOR ALL COVERAGES

1. In general, the following risks and their consequences are excluded for all coverages in the contract:
  - a) Those caused directly or indirectly by the bad faith of the Insured Party because of their involvement in illegal or fraudulent acts, severe negligence, or imprudence.
  - b) Extraordinary events, understood as:
    - a. The following natural phenomena: earthquakes and tsunamis, extraordinary flooding, volcanic eruptions, atypical cyclonic storms, and falling astral bodies or meteorites.
    - b. Those occurring violently as a result of terrorism, rebellion, sedition, mutiny, or civil unrest.
    - c. Events or actions involving the Armed Forces or Security Forces in peacetime.
  - c) The consequences of the Insured Party's while insane or under psychiatric treatment.
  - d) Those arising from the Insured Party's participation in gambling, wagers, or fights, save in case of self defense or need.
2. Except when expressly included in the Special or Specific Conditions, risks and consequences resulting from the following activities are excluded:
  - a) Skiing and/or similar sports.

- b) The following sports: car racing, motorcycle racing, mountain biking, 4x4 trails, go-karting, quad bikes, enduro, 4x4 raid, big game hunting, horseback riding, underwater diving, offshore boat fishing, kayaking, sailing, surfing, windsurfing, kite surfing, water skiing, jet skiing, rafting, riverboarding, speleology, skydiving, BASE jumping, wingsuit flying, skysurfing, hot air ballooning, hang gliding, paragliding, gliding, rock wall climbing, zip-lining, paint ball, mountaineering, alpinism, climbing, canyoneering, boxing, wrestling and martial arts, sailing in international waters on boats not intended for public transportation of passengers.
  - c) Those arising from the Insured Party's participation in competitions and preparatory stages or training.
3. In addition to the exclusions listed above, the coverage does not encompass the following services and situations:
- a) Services that the Insured Party has commissioned on their own behalf with neither prior communication to nor consent from the Company, save in a case of urgent need. In such a case, the Insured Party must justify the emergency and submit the original receipts and invoices for these services.
  - b) Expenses generated once the Insured Party is in their usual place of usual; those incurred outside the scope of application of the insurance's guarantees; and, in any event, for temporary or renewable contracts for which a maximum time restriction for each trip is not established, those occurring once the dates of the trip covered by the contract have passed; or, in the case of renewable contracts with an established maximum duration for each trip, when the established maximum time duration is exceeded, notwithstanding the provisions of the Additional Clauses or of the Special or Specific Conditions.
4. The Company will not be held liable when any of the benefits or services contemplated in the policy cannot be rendered due to force majeure.

## General Rules

### ARTICLE 12. BASIS OF THE INSURANCE

1. This contract is entered into on the basis of the declarations made by the Policy Holder and/or the Insured Parties on the insurance application, which have determined the acceptance of the risk by the Company and the calculation of the corresponding premium.
2. If the content of the policy differs from the insurance proposal or agreed-upon clauses, the Policy Holder may file a claim with the Company within a month following delivery of the policy to remedy the discrepancy. If no claim is made within this period, the provisions of the policy shall apply.
3. In case of information withheld or inaccuracy in the declaration, the Company may rescind the contract by statement addressed to the Policy Holder within the period of one month, starting from the knowledge of the withholding or inaccuracy. The Insurance Company will be responsible for the premiums for the current period at the time this statement is made, except in the case of fraud or gross negligence by it.
4. If the incident occurs before the Company makes such a declaration, the compensation will be reduced proportionally to the difference between the agreed premium and the premium that would have been applied if the true scope of the risk had been known. The Company will be released of any obligation to pay compensation if the Policy Holder commits fraud or gross negligence.
5. If the aforementioned reservation or inaccuracy is only attributable to one of the insured parties, the Company may exclude him/her from the policy through a notice addressed to the policy holder.

### ARTICLE 13. EXECUTION, EFFECTIVE DATE AND VALIDITY OF THE INSURANCE

1. The insurance is executed through consent of the parties and will become effective on the day and time indicated in the policy's Specific Conditions, provided that the Policy Holder has paid the first premium.
2. **The insurance shall be valid for the period established in the Specific Conditions. If the policy is taken out for renewable periods, it shall be tacitly extended for equal periods, unless one of the parties objects by providing written notice thereof to the other party, at least one month before the end of the current period when the Policy Holder opposes the extension and two months when the Insurer opposes.**
3. Should a party seek to modify the guarantees under contract, excluding or reducing their coverage, it shall notify the other party thereof at least two months before the end of the current period. If the notified party fails to respond fifteen days before expiration of this term, it will be understood that said party has accepted this modification, which will become effective in the next insurance period. However, if the reply is negative, the party may rescind the policy on said date.

## **ARTICLE 14. PREMIUM AMOUNT AND PAYMENT, AND THE EFFECT OF DEFAULT**

The Policy Holder must pay the premium in accordance with the General and Specific conditions of the contract. If there is no agreement regarding the place of payment, the Company shall deliver the bills to the last residence reported to it by the Policy Holder.

The premium is indivisible and shall be owed to the insurer in its entirety for the duration of the contract agreed upon, even in the event that payment in installments is agreed. Should the contract or any of its extensions be terminated before the agreed-upon expiration date, the insurer is not required to reimburse the Policy Holder for any amount of the premium paid in whole by the latter, except as required by law.

### **INITIAL PREMIUM**

1. The initial premium is established in the Specific Conditions and corresponds to the initial period of coverage indicated therein.
2. If, for reasons attributable to the Policy Holder, the premium has not been paid when the contract was signed or upon its expiration, the Company has the right to terminate the contract or to demand payment of the premium through enforcement.
3. **Unless otherwise expressly agreed, if the premium has not been paid before there is an incident, the Company shall be released from its obligation.**

### **SUBSEQUENT PREMIUMS**

1. In the case of tacit renewal of the contract, the premium for successive periods will be the premium arising from application of the premium rates that the company has established at any given time based on technical actuarial criteria and also considering modifications to guarantees or causes of risk aggravation or reduction that may have taken place in accordance with the provisions set forth in these General Conditions.
2. At least two months before the contract expires, the Insurance Company will inform the Policy Holder of the premium amount for the new coverage period, by sending a timely notice of invoice collection to the address designated for this purpose or, in its absence, to the Policy Holder's usual address.
3. Default on one of the subsequent premiums will result in suspension of the coverage one month after the premium's due date. If an incident occurs during that month, the company may deduct the amount of the outstanding premium for the current period from the compensation amount. If the Company does not claim payment of the outstanding premium within six months following its due date, the contract will be terminated.
4. This policy's premiums will be automatically updated using the percentage of variation between the Consumer Price Index (CPI) on the date of notification and the CPI from the previous year, without the need for express agreement.

## **ARTICLE 15. RISK MODIFICATION**

1. During the term of the contract, the Policy Holder or the Insured Party must inform the Company as soon as possible of all circumstances that aggravate risk and are of such a

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nature that if they had been known by the Company at the time the contract was executed, it would not have entered into it or it would have entered into it under more burdensome conditions.

2. The Company may or may not accept risk aggravation according to the following rules:
  - a) In case of acceptance, the Company will provide the Policy Holder with the corresponding contract modification proposal within two months from the declaration of the aggravation.

The Policy Holder shall have 15 days following receipt of this proposal to accept or reject it. Should the Policy Holder reject it or fail to respond, the Company may, upon expiration of said term, rescind the contract after sending prior notice thereof to the Policy Holder and allowing them a new period of 15 days to respond, after which, and within the ensuing eight days, it will notify the Policy Holder of the final rescission.
  - b) If the Company rejects the modification of the risk, it may rescind the contract, notifying the Policy Holder within a period of one month following the date of disclosure of the aggravation.**
3. If the Policy Holder or Insured Party has failed to make their declaration and a claim is filed, the Company will be released from its obligation if the Policy Holder or Insured Parties have acted in bad faith. Otherwise, the obligation of the Company shall be reduced proportionally to the difference between the agreed premium and the premium that would have been applied if the true scope of the risk had been known.
4. While the contract is in force, the Policy Holder or Insured Party must inform the Company of any circumstances that decrease the risk and are of such a nature that if they had been known by the Company at the time the contract was executed, it would have entered into it under more favorable conditions.

## **ARTICLE 16. CLAIMABLE EVENTS**

1. When an incident occurs, the Policy Holder, Insured Party and/or Beneficiary must:
  - a) Report the incident and, where pertinent, request the corresponding assistance by telephone, indicating their identification information, policy number, location of the incident and the type of services they require, **always within the maximum period of seven days of becoming aware of the incident, unless an extended period is established in the Policy's Specific Conditions.** For the purposes of claim management and review, these conversations may be recorded.
  - b) Employ the means available to them to mitigate the consequences of the incident. **In the event of failure to comply with this requirement, the Company shall be entitled to proportionally reduce its obligations accordingly, taking into account the significance of the damages resulting from said failure and the degree of fault attributable to the Insured Party.**

**If such a breach occurs with a clear intention to harm or cheat the Company, it will be released from any obligation arising from the claim.**

- c) Inform the Company of the existence of other insurance policies purchased with other Companies that could cover the claim.
  - d) Collaborate to properly process the claim, notifying the Company as soon as possible of any legal, out-of-court, or administrative notification brought to their knowledge and related to the claim.
  - e) Provide the Company with information of any sort regarding the circumstances and consequences of the incident, the initial medical assistance and progress of the injuries sustained by the Insured Party, and additional information upon request.  
**Failure to fulfill this duty to provide information will result in the loss of the right to compensation should there be fraud or gross negligence.**
  - f) **Provide the vouchers, receipts, certificates, and claims substantiating the occurrence of the events and the corresponding expenses covered by this Policy. To this end, a form can be found on the following webpage: <https://www.mapfre.es/seguros/particulares/viajes-ocio/seguros-viaje/reembolso-gastos-asistencia-viaje.jsp>**
  - g) Undergo a medical examination by Company-designated physicians, if deemed necessary in order to supplement the reports submitted, and travel at their own expense to receive said examination.
2. The Company undertakes to settle payment of the compensation or provide the services upon conclusion of the investigations and expert interventions necessary to establish the existence of the incident and, in which case, determine the amount for the resulting damage or the services to render.
  3. Should the Company decide to refuse a claim on the basis of the rules of the policy, it must notify the Insured Party within a maximum period of 15 days following the date it becomes aware of the grounds for refusal and explain the reasons for said refusal.  
If refusal of a claim becomes appropriate after having made payments and providing other benefits for said claim, the Company may request the sums paid or the amount for the services rendered from the Insured Party.

### **ARTICLE 17. SUBROGATION**

1. The Company, after having provided the benefits or paid the compensation, may exercise the rights and initiate the actions that correspond to the Insured Party vis-à-vis the persons liable for the incident, to the extent thereof, without such right being prejudicial to the Insured Party.
2. **The Insured Party shall be liable for the damages they may cause through their actions or omissions to the Company in its right of subrogation.**
3. In accordance with law, the Company will have no right of subrogation against any person whose acts or omissions create a liability to the Insured Party, or against the person who caused the incident if they are a direct or collateral relative of the Insured Party within the third civil grade of consanguinity, adoptive parent or adopted child living with the Insured

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Party. This rule will not be enforceable if the liability results from fraud or is covered through an insurance contract. In the latter case, the subrogation will be limited in scope to the terms of that contract.

4. **In the case of concurrence of the Insured Party and Company vis-à-vis a liable third party, the collection obtained will be distributed to both in the proportion of their respective interest.**

## **ARTICLE 18. COMMUNICATIONS**

1. Communications from the Policy Holder, the Insured Party, or the Beneficiary shall only be considered to be valid when addressed in writing to the Insurance Company.

If the insurance policy is taken out remotely, when the contract has been executed by the mutual verbal consent of the parties, all communications relating to declarations of risk factors and other information required to underwrite and issue the policy or its supplementary conditions shall be made verbally.

Each party mutually authorizes the other to record all telephone conversations held to this effect.

2. All communications between the Policy Holder, the Insured Party or Beneficiary and the Insurer by reason of this Policy may be made and shall be valid, in addition to communications by letter, by any other written means, including email, SMS, and fax to the address provided both by the Insurer and the Policy Holder, whether on taking out the policy or at any time thereafter. The Policy Holder must notify the Insurer as soon as possible of any change of address, phone number, fax number, or email address.
3. Communications sent to the Insurance Company by an insurance broker on behalf of the Policy Holder shall have the same effect as if they had been sent by the Policy Holder, except where otherwise indicated by the latter.
4. For group insurance, the Policy Holder has the obligation to inform the Insured Parties of the terms and conditions set out in the policy.

## **ARTICLE 19. CONCURRENCY OF INSURANCE**

1. When any of the risks covered by this policy is insured by another Insurance Entity during an identical period of time, the Policy Holder or Insured Party must, unless agreed to otherwise, inform the Company of the other existing insurances.

**If such notification is fraudulently omitted and a claim arises under a situation of over-insurance, the Company will not be required to pay the compensation.**

2. Once the incident has occurred, the Policy Holder or Insured Party must report it to the Company, pursuant to article 17 of these General Conditions, indicating the name of the other Insurers, who will contribute proportionally to the benefits.
3. Under no circumstances shall the insurance lead to the unjust enrichment of the Insured Party.

## **ARTICLE 20. LIMITATION, JURISDICTION, AND DISPUTES** **STATUTE OF LIMITATIONS**

The statute of limitations for any legal action resulting from this contract will expire in a term of five years, with the exception of those resulting from "Third-Party Liability Coverages," for which the statute will expire in two years. The statute of limitations shall begin from the date when the actions were undertaken.

### **CLAIMS AND JURISDICTION**

1. This contract is subject to Spanish jurisdiction, under which the appropriate judge for hearing any actions arising hereunder shall be the one corresponding to the Insured Party's registered address, for this purpose the latter shall appoint one in Spain if they are domiciled abroad.
2. In accordance with regulations for protecting users of financial services, in the event that a dispute arises in the interpretation or execution of this insurance contract, the Policy Holder, Insured Party, Beneficiaries, and injured third parties or their beneficiaries may submit a written complaint to the Complaints Division of MAPFRE by mail (Apartado de correos 281 – 28220 Majadahonda, Madrid), email (reclamaciones@mapfre.com), or by calling +34 900 20 50 09, in accordance with the Regulation for resolving conflicts between MAPFRE Group companies and the users of their financial services, which can be found on the website "mapfre.es," and within the rules of conduct summarizing it, which are provided to the Policy Holder with this contract.
3. Complaints and grievances may also be submitted by clients of the Insurance Company, as well as by their beneficiaries, regarding the performance of its insurance agents and bancassurance operators, pursuant to the aforementioned regulation and procedure.
4. The complaint can be submitted on paper or by computer, electronic or telematic media, as established in Law 59/2003 of December 19 on electronic signature.
5. If the complaint is dismissed or a period of two months transpires from the date of submission, the claiming party may submit the complaint to the Complaint Service of the General Directorate of Insurance and Pension Funds (Paseo de la Castellana 44, 28046, Madrid; email: reclamaciones.seguros@mineco.es, Virtual office: oficinavirtual.dgsfp@mineco.es).
6. Only with the express agreement of the parties may disputes arising from the interpretation and fulfillment of this insurance contract be submitted to the judgment of mediators or arbitrators in accordance with current legislation.

## **ARTICLE 21. MODIFICATION OF THE AGREED GUARANTEES**

Any party seeking to modify the guarantees agreed for the ensuing insurance period must notify the other party of its intentions before maturity thereof. In any event, the insurer must

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notify the Policy Holder at least two months prior to conclusion of the current period so that the Policy Holder can oppose contract renewal at least one month before said period. If the notified party expresses no opposition through a written notification thereof to the other party, it shall be understood to be accepted and shall become valid in the next insurance period; though if answered negatively, the policy may be rescinded as of said maturity.

# Additional Clauses

## ARTICLE 22

### ADDITIONAL CLAUSE 1

#### CLAUSE CA-01 PLATINUM SEGURVIAJE

For the **PLATINUM SEGURVIAJE POLICY**, the following additional conditions are established:

For any type of PLATINUM SEGURVIAJE product with code 610, as well as for the SEGURVIAJE product with code 700, Platinum type, the following individuals will also be considered as Insured Parties for the Personal Travel Assistance Coverage: the spouse, common law partner, single children under 30 years old, and parents/grandparents dependent on the Insurance Holder, provided they reside in the same household.

In addition, for Family contracts in the SEGURVIAJE product with code 700, Platinum type, this provision will apply to all guarantees.

### ADDITIONAL CLAUSE 2

#### CLAUSE CA-02 SEGURVIAJE FOR HUNTING AND SAFARIS

For the **SEGURVIAJE HUNTING AND SAFARIS POLICY**, the following additional conditions are established:

- 1. By taking out a SEGURVIAJE HUNTING AND SAFARIS policy, the General Exclusion regarding big game in section b) of item 2 is abrogated.**
- 2. Third-Party Liability Coverage**

For the Third-Party Liability Coverage of the **SEGURVIAJE HUNTING AND SAFARIS POLICY**, article 8 of the General Conditions is abrogated. The additional conditions established below are applicable:

### **ARTICLE 1. COVERED RISKS**

The Company guarantees the Insured Party payment of compensations for which they are civilly liable for the bodily harm and property damage caused to third parties, through fault or neglect, when this damage occurs while hunting in any country under the insurance's scope of coverage indicated in the Specific Conditions, **excluding events occurring in Spanish territory.**

In addition, the following are also guaranteed, even in the case of false claims, **up to the limit of the insured sum established in the Special or Specific Conditions:** a) Fulfillment of the requirements of legal bonds placed on the Insured Party to guarantee their civil liability;

## Additional clauses

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b) legal costs, when they are imposed upon the Insured Party, which will be settled in the same proportion existing between the compensation that the Company must provide, in accordance with the policy, and the total for which the Insured Party is liable in the incident. The Company will assume responsibility for legal defense against the claim of the injured third-party, unless expressly agreed otherwise. The Company will cover the legal costs generated, **with a maximum limit of 6,000 euros for events occurring overseas.**

The Insured Party shall collaborate as necessary in order to establish the legal defense assumed by the Company.

**If the legal proceedings against the Insured Party result in a court conviction, the Insurer will decide whether to appeal the ruling to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost.**

**In case of the latter, should the appeal produce a sentence that is favorable to the Insurer's interests and reduces compensations to be paid, the Insurer will be required to cover the costs of the appeal.**

If a conflict arises between the Insured Party and the Company because there are interests that run counter to the defense of the Insured Party, the Company will communicate this fact to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defense. Under these circumstances, the Insured Party may choose to either maintain the legal defense provided by the Company or entrust their defense to another person. In the latter case, the Company will be required to cover the cost of the legal defense **up to a limit of 3,010 euros.**

**When an amicable agreement is reached in civil proceedings, defense in criminal court proceedings will be optional for the Company and, in any case, will be subject to prior consent by the Insured Party.**

**The Policy Holder, Insured Party, and/or Beneficiary must not negotiate, accept, or reject third-party claims concerning the incident, unless expressly authorized by the Company.**

**The limit established in the Special or Specific Conditions represents the maximum limit for compensation by the Company, in each incident, for the entirety of compensations for bodily harm and material damages.**

## ARTICLE 2. EXCLUDED RISKS

**In addition to the General Exclusions from all guarantees in this policy, described in Article 11 of these General Conditions, this guarantee does not cover consequences caused by or derived from the following events:**

- a) Events occurring in Spanish territory.
- b) Damage caused by the Insured Party when they do not hold the legally-required licenses or permits for the possession of firearms and/or hunting.
- c) Damage to property or animals in the possession of the Insured Party in whatever capacity.

- d) Damage arising from participation in bets, challenges, or contests of any nature or in their preparatory stages, unless provided for in these Conditions.
- e) Damage arising from active participation in bets, challenges, races, or contests of any nature or in their preparatory stages, unless provided for in these Conditions.
- f) Payment of any sanctions and fines, as well as the results of their default.
- g) Events occurring in Spanish territory.
- h) Liability for damage caused from the use and movement of motor vehicles or watercraft.
- i) Claims related to damage caused by aircraft or other devices related to air navigation or for damage caused to these devices.
- j) Obligations arising by virtue of pacts or agreements that would not be legally enforceable in the case of non-existence of the aforementioned agreements.
- k) Financial losses not resulting from bodily harm or material damages covered in the policy, as well as financial losses arising from bodily harm or material damages not covered in the policy.
- l) Participating in the following sports or activities: car racing, motorcycle racing, scuba diving, and any type of aerial sport.

### ARTICLE 3. SCOPE OF APPLICATION AND TIME LIMITATION

This coverage will only cover claims arising from events occurring in a country under the scope indicated in the Specific Conditions, which result in liabilities covered by the policy, excluding any type of events occurring in Spanish territory.

For the purposes of this coverage, this insurance will cover the consequences of the incidents occurring during its term, i.e., from the effective start of the policy until the contract's termination date, provided that the incident is reported to the Company during the valid period of insurance or the maximum term of two years following termination of the same, without prejudice to the legally-established statute of limitations.

#### 3. Personal Accident Coverage

The accidents that the Insured Party may suffer while hunting for sport overseas, in any of its types, are expressly included in the **SEGURVIAJE HUNTING AND SAFARIS POLICY**, in accordance with the conditions established in article 7 of the General Conditions.







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