



IATI STAR

Travel assistance insurance

PARTICULAR CONDITIONS**STAR COLLECTIVE INSURANCE POLICY FOR FOREIGNERS TRAVELLERS**

INSURED PERSON: Travellers who contract a trip, journey or stay away from their regular place of residence with the Policyholder, their names, destinations and the duration of the trip being reported to ARAG before it begins.

VALIDITY: In the case of fixed-term policies, the duration will be specified in the Particular Conditions.

If the Insured is not normally resident in Spain, and he/she travels to a country other than Spain, the duration of the insured trip may in no case exceed 120 consecutive days. If the destination of the trip is Spain, its duration may not exceed 365 days.

TERRITORIAL SCOPE: The Insurance is valid exclusively in Spain, or in Europe, or Worldwide, according to the destination of the trip or stay contracted with the Policyholder.

GUARANTEES AND LIMITS:

This policy comprises the articles shown as covered in the following list of guarantees, with the limits stated.

	COVERAGE	EUROPE	WORLD
1. TRAVEL INSURANCE COVERAGE			
7.1.1.	Medical, surgical, pharmaceutical, and hospitalization costs	€1,000,000	€1,000,000
7.1.1.	Medical, surgical, pharmaceutical, and hospitalization costs (optional upgrade with additional premium)	€4,800,000	€4,800,000
7.1.2.	Advance payment of deposits for hospitalization abroad	INCLUDED	INCLUDED
7.1.3.	Emergency dental charges in a foreign country	€500	€500
7.1.4.	Dispatch of medicines to a foreign country	INCLUDED	INCLUDED
7.1.5.	Video appointment and remote prescription	INCLUDED	INCLUDED
7.1.6.	Cost of extended hotel stay for the insured	€1,400	€1,400 ¹
7.1.7.	Medical transport or repatriation of injured or sick persons	INCLUDED	INCLUDED
7.1.8.	Transport or repatriation of deceased persons	INCLUDED	INCLUDED
7.1.9.	Transport or repatriation of other insured persons	INCLUDED	INCLUDED
7.1.10.	Travel costs of a family member in the event of hospitalization	INCLUDED	INCLUDED
7.1.11.	Travel costs of a family member in the event of death	INCLUDED	INCLUDED
7.1.12.	Accommodation costs: family member who has travelled in the event of death (up to 14 days)	€1,400 (€100/day)	€1,400 (€100/day)
7.1.13.	Accommodation costs: family member who has travelled in the event of hospitalization (up to 14 days)	€1,400 (€100/day)	€1,400 (€100/day)
7.1.14.	Early return home by the insured due to death or hospitalization of a family member	INCLUDED	INCLUDED
7.1.15.	Early return of the insured due to a cause of extraordinary risks	INCLUDED	INCLUDED
7.1.16.	Early return home by the insured due to serious damage to the main residence or professional premises	€1,000	€1,000

7.1.17.	Sending of urgent messages	INCLUDED	INCLUDED
7.1.18.	Advance of funds in case of robbery of means of payment when abroad	€1,500	€1,500
7.1.19.	General information	INCLUDED	INCLUDED
2. COVER FOR DELAYS AND MISSED SERVICES			
7.2.1.	Missed connections	€350	€350
7.2.2.	Delays to the mode of transport	€50 for every 6 hours up to a maximum of €300	€50 for every 6 hours up to a maximum of €300
7.2.3.	Missed flight caused by an accident while travelling to the airport	€150	€150
7.2.4.	Travel delays due to overbooking	€50 for every 6 hours up to a maximum of €200	€50 for every 6 hours up to a maximum of €200
7.2.5.	Cancellation of departure of the means of transport due to strike	€150	€150
3. BAGGAGE COVER			
7.3.1.	Finding and conveying baggage and personal items	INCLUDED	INCLUDED
7.3.2.	Delays in reclaiming one's baggage	€300	€300
7.3.3.	Stolen or damaged baggage	€2,500	€2,500
7.3.4.	Dispatch of items left behind in the hotel or apartment	€120	€120
7.3.5.	Costs incurred as a result of the loss or theft of personal documents in a foreign country	€200	€200
7.3.6.	Robbery of electronic devices	INCLUDED UNDER WARRANTY 7.3.2	INCLUDED UNDER WARRANTY 7.3.2
7.3.7.	Property damage to electronic devices	INCLUDED UNDER WARRANTY 7.3.2	INCLUDED UNDER WARRANTY 7.3.2
4. PERSONAL ACCIDENTS COVER			
7.4.1.	Accidental death	€4,000	€4,000
7.4.2.	Permanent disablement caused by accident	€18,000	€18,000
7.4.3.	Death or permanent disability due to accident on the means of transport	€4,000	€4,000
5. CIVIL LIABILITY COVER			
7.5.1.	Private Civil Liability	€60,000	€60,000
6. LEGAL DEFENCE COVER			

7.6.1.	Legal assistance	INCLUDED	INCLUDED
7.6.2.	Being put in touch with a network of lawyers in a foreign country	INCLUDED	INCLUDED
7.6.3.	Criminal legal defence	€3,000	€3,000
7.6.4.	Redress for damages in tort	€3,000	€3,000
7.6.5.	Redress for breach of sales contracts	€3,000	€3,000
7.6.6.	Redress for breach of service contracts	€3,000	€3,000

¹ The maximum sum covered under 'Cost of extended hotel stay for the insured' for claims occurring solely and exclusively in Costa Rica is €2,000 (€125 / day).

Chronic or pre-existing circumstances, medical conditions, or illnesses are excluded, as are any consequences thereof suffered by the Insured prior to the policy coming into effect (or where pertinent, those suffered prior to the latest extension of the insurance).

Likewise, facts or circumstances which would *a priori* be covered by the policy but which have occurred prior to the policy coming into effect or prior to the latest extension of the policy are also excluded.

When the Insured is on board any type of land, sea or air vehicle, the Insurer will not be obliged to provide any type of service. This will be provided as soon as the Insured alights from the vehicle.

The cover provided under the Policy excludes those countries that, during the Insured's trip or stay abroad, are in a state of war, siege, insurrection or armed conflict of any kind, even when this has not been officially declared, and those that are specified in the invoice or in the Particular Conditions.

It is expressly agreed that the Insurer's obligations under this policy terminate as soon as the Insured has returned to his/her usual address, or has been admitted to a medical centre situated no further than 25 km away from the aforementioned address (15 km. on the Balearic Islands or Canary Islands).

Insured persons normally resident abroad

If the Insured's normal place of residence is abroad and the Policy has been contracted via the Internet for a trip to Spain, the premiums will be billed according to the continent of origin. This is, if the Insured person's normal place of residence is in Europe, the premium payable will be that for "Europe", and if the normal place of residence is in America, Asia or Oceania, the "Worldwide" premium will be payable.

If the destination of the trip is not Spain, in the case of an insured person normally resident in Europe travelling to a destination in Europe, the premium payable will be that for "EUROPE". In all other cases the premium payable will be "WORLDWIDE".

In any case, coverages included in this contract for Insured Parties who are not residents in Spain are limited to trips whose destination is not their country of residence, i.e. trips to their country of residence are excluded.

The insured capital corresponding to each of the guarantees in this policy will be that which would apply to a Spanish person abroad, and the repatriation mentioned in the General Conditions of the policy would always be to the person's normal place of residence abroad, which must be the address from which the policy has been contracted and which was reported to ARAG when the policy was taken out for the purpose of determining the relevant premium and the limits to the cover provided.

When the Insured is normally resident in Spain and is of Spanish nationality, the territorial scope of cover for Private Civil Liability will be the whole world. When the Insured is normally resident abroad, or is not of Spanish nationality, the Civil Liability guarantee will be valid exclusively for incidents occurring in Spain.

NOTIFICATION OF JOURNEYS: The Policyholder shall provide ARAG with all data related to the travellers (names, destinations, duration of the journey) before the start of the journey. The Policyholder shall also make available to ARAG all documents relating to the persons insured under this contract, so that the Insurer can verify the accuracy of the details concerning the travellers provided by the Policyholder.

So that the Policyholder's clients, who will be the Insured parties under this policy, are aware of the guarantees covered by this insurance, ARAG will provide vouchers for the Policyholder to distribute among the clients, these being the only valid document certifying that they are Insured under the policy.

The Policyholder will include the start and end date of each trip on all Vouchers distributed.

PAYMENT OF PREMIUMS TO ARAG: Premiums will be paid monthly by cheque made out by the Policyholder and payable to ARAG on receipt of the relevant bill.

PROVISION OF SERVICES: ARAG S.E., SUCURSAL EN ESPAÑA shall be responsible for the provision of the services covered by this policy.

To facilitate the provision of urgent services, **ARAG** shall provide the Insured with documentation accrediting their rights under the Policy, in addition to emergency instructions and telephone numbers.

The phone number of ARAG is 93 485 77 35 if the call is made from Spain, and 34 93 485 77 35 if calling from abroad.

In any case, the Insured may request reimbursement from the Insurer for calls made to the latter, as long as the cost of the calls is duly documented and justified.

If it is not possible to contact the company through the usual means, the Insured Party may contact ARAG through the WhatsApp application on 673885576. This system may be **used only for the initial contact with the company and in no case can any personal data or documents of any kind be sent in order to** ensure current Personal Data Protection regulations are not violated.

- The Policyholder knows and expressly accepts the limiting clauses of this Policy and declares that he/she has received the General Conditions together with this document.

INFORMATION TO THE INSURED

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.
- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to atencioncliente@arag.es
- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: dac@arag.es, website: www.arag.es to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.
- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: www.dgsfp.mineco.es.

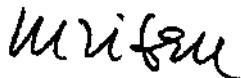
- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID

*For the Company
P.P.*

THE POLICYHOLDER



CEO
Member of GEC

INFORMATION REGARDING DATA PROTECTION

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
Data Protection Officer contact details	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: lopd@arag.es
Additional Information	Additional and detailed information on data protection can be viewed on our website: http://www.arag.es

Data processor

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W00490001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: atencioncliente@arag.es Webpage: www.arag.es. You can contact the Data Protection Office at dpo@arag.es.

Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

Rights

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email lopd@arag.es or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency (www.agpd.es).

Third party(s') personal data

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.

GENERAL CONDITIONS

STAR COLLECTIVE INSURANCE POLICY FOR FOREIGNERS TRAVELLERS

Introduction

This Insurance Contract is governed by the terms established in these General Terms and Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.

Definitions

In this Contract, the following meanings shall apply:

Insurer

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

Policyholder

The individual or company with whom the Insurer subscribes this Contract, and to whom the obligations derived from it correspond, except those that, due to their nature, must be fulfilled by the Insured.

Insured

The individuals listed in the Particular Conditions who, in the absence of the Policyholder, accept the obligations arising from the Contract.

Policy

The contractual document that contains the Conditions governing the Insurance Policy. The General Conditions, the Particular Conditions that personalise the risk, the supplements and appendices that are added to complete or modify the contract are all an integral part of the agreement.

Premium

The price of the Insurance Policy. The bill will also include any legally applicable surcharges and taxes.

Family members

The following are deemed to be family members of the insured: his/her spouse, civil partner, or common-law spouse, and the ascending or descending kin of either member of the couple of any degree of consanguinity (parents, children, grandparents, grandchildren). The only collateral relatives deemed to be family members of the insured are brothers or sisters (including where there is no blood relationship), brothers or sisters in law, sons or daughters in law, or the parents in law of both members of the couple.

Organizer

The organizer is the supplier of tourism services through which the insured has booked the trip, such as hotel chains, airlines, tour operators, etc.

Baggage

All items for personal use carried by the insured during the trip, as well as those issued by the mode of transport booked for the trip.

Valuables

Valuables are deemed to mean jewels, watches, items made of precious metals, animal skins, paintings, objets d'art, silverware and metalware in precious metals, unique objects.

Electronic and digital devices

Cameras, photographic devices, radio devices, audio and video recording or reproduction devices, telephones, electronic devices, and their accessories.

Essential items

Basic or essential items or products needed to fulfil the minimum needs of everyday life.

Robbery

Robbery applies only to theft committed using violence or intimidation against the person or using force against property.

Accident

A violent, unforeseen, sudden, external, and outside event that ultimately causes a loss covered by the policy of insurance and which has occurred subsequent to the date on which the insurance was acquired.

Pre-existing or chronic illness

A pre-existing or chronic illness is any medical condition for which symptoms began prior to the insurance being purchased, even where no definitive diagnosis has been established.

Serious illness

A serious illness is any state of ill-health requiring hospitalization or the cessation of any activity, including travelling or continuing with the trip, or which constitutes a risk of death within a very short period of time unless medical steps are taken.

Hospitalization

Admission of a person to hospital as an in-patient, where he/she remains in hospital for a minimum of 24 hours or spends the night in hospital and has a main meal in hospital.

Claim

Any event the consequences of which are covered by any of the cover guarantees contained in the policy.

Sports covered by the policy:

Athletics, activities performed in a gymnasium, ranch activities (amateur bullrunning, etc.), basketball, motorboats (with driver), bicycle rides, bicycle tourism, canoeing, curling, firearm sports / small-game shooting, organized hot-air ballooning, excursions in general, jogging, football, golf, pedal-boating, ball games, beach games and other beach and campsite activities, karting, kayaking, jetskiing, snowmobiling, swimming, sailing, orientation, paddle-surfing, padel tennis, paintballing, tourist helicopter ride, skating, fishing, rowing, Tibetan rope bridge, snow rackets, climbing-wall, 4x4 routes, segwaying, hillwalking, snorkelling, surfing and windsurfing, tennis, zip-wire, trekking at an altitude of less than 3,000 metres, snow sledging at a ski resort, dog-sledging (mushing), equestrian tourism, scuba-diving and sub-aquatic activities at a depth of less than 20 metres, and any other similar activities.

In addition, and following payment of the corresponding premium upgrade, cover may be extended to include the following activities:

White-water rafting, airsoft, canyoning, bouldering up to a height of 8 metres, horse-riding, rock-climbing, fencing, speleology at a depth of less than 150 metres, waterskiing, fly-surfing, hydrobob, hydrospeed, kite-surfing, mountain-biking, deep-water soloing up to a height of 8 metres, quad-biking, rafting, abseiling, bungee-jumping, survival, trekking up to an altitude of 5,000 metres, any other similar activities, and the following winter sports: skiing, cross-country skiing, ski-touring, ice-skating, snow rackets, and snowboarding (except for heli-skiing and skiing off-piste).

1. Object of the policy

Under this Travel Insurance Policy, the Insured Person who travels within the territory covered will be entitled to the different types of assistance provided under the system for traveller protection.

2. Insured

The Policyholder, or the individuals stated in the Particular Conditions, in the case of a Collective Policy.

3. Duration of cover

In the case of fixed-term policies, the duration will be specified in the Particular Conditions.

The policy must be acquired before the date on which the trip starts. If the policy is acquired once the trip is underway, cover will commence after 72 hours have elapsed following the issue of the said certificate.

If the Insured is not normally resident in Spain, and he/she travels to a country other than Spain, the duration of the insured trip may in no case exceed 120 consecutive days.

If the Insured is not normally resident in Spain and he/she travels to Spain, the duration of the insured trip may in no case exceed 365 consecutive days.

4. Territorial scope

The guarantees set forth in this Policy are valid for incidents that take place in Spain, or in Europe, or anywhere in the World, according to what is specified in the Particular Conditions.

The *Medical Transport or Repatriation of Injured or Sick Persons* cover and the *Medical, Surgical, Pharmaceutical, and Hospitalization Costs* cover only apply at a distance of more than 25 km. from the Insured's habitual residence.

5. Payment of premiums

The Policyholder is obliged to pay the premium when the Contract is formalised. Subsequent premiums must be paid on the corresponding due dates.

If the Particular Conditions do not specify another place for the payment of the premium, this must be paid at the address of the Policyholder.

In the event of non-payment of the premium, if this is for the first annuity, cover will not take effect and the Insurer may cancel the agreement or demand payment of the premium agreed. Non-payment of subsequent annuities will cause the suspension of the Policy's guarantees one month after it expires. **Cover will always come into effect at 12.00 midnight on the day on which the Insured pays the premium.**

6. Information regarding the risk

The Policyholder has the duty to declare to ARAG, before the Contract is signed, any circumstances known to him/her that may affect the assessment of the risk, according to the questionnaire provided. The Policyholder will be exempt from this duty if ARAG does not provide a questionnaire or when, even if this is provided, there are circumstances that may affect the risk assessment which are not contained in it.

The Insurer may rescind the Contract after one month from the date on which it comes to their attention that the declaration by the Policyholder contains inaccurate information or that information has been withheld.

During the validity of the contract, the Insured person must communicate to the Insurer, as soon as possible, any alteration in the factors and circumstances declared in the questionnaire referred to in this article that could aggravate the risk and are of such a nature that, if they had been known to the Insurer when the contract was being drawn up, the latter would not have entered into the contract or would have applied more onerous conditions when doing so.

If ARAG is made aware of the increased risk, it may, within one month, propose a modification of the Contract or proceed to its cancellation.

If there is a reduction in the risk, the Insured is entitled to a proportional reduction in the amount of the premium, with effect from the following annuity.

7. Guarantees covered

In the event of an incident covered by this Policy, as soon as ARAG has been notified following the procedure set forth in Article 10, it shall guarantee provision of the following services:

7.1 Medical and health care

Up to the limit indicated in the Particular Conditions of the policy, ARAG will meet costs corresponding to the activity of healthcare professionals and to healthcare establishments necessary for the care of an Insured Person who is ill or injured, **provided that this treatment has been approved by the Insurer's medical team**.

The services expressly include, but are not limited to, the following:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisation, treatment and surgical procedures.
- d) Supply of medication during hospitalisation or refund of its cost for injuries or illnesses not requiring hospitalisation.

Subsequent payment for those medicines and pharmaceutical costs arising from any process of a chronic nature are excluded from this cover.

In the event of a medical emergency arising as a result of the unforeseeable complication of a chronic disease, pre-existing or congenital condition, **or an unforeseeable complication during the first 24 weeks of pregnancy**, ARAG will only assume the cost of **immediate emergency treatment during the first 24 hours following admission to a hospital centre**.

The costs covered for this cause may in no case exceed 5% of the sum insured for medical cover.

Likewise, in acute processes with prior comorbidity, in other words in processes covered by this policy that involve the concurrent existence of chronic, congenital or pre-existing illnesses, the maximum limit on medical expenses is established as 5% of the sum insured for the Medical Healthcare guarantee.

Except in cases of emergency or accredited force majeure, **the Insurer will, through its medical team, decide the medical centre to which the Insured is to be referred, in accordance with the injury or illness suffered thereby**.

In the event of illnesses or accidents occurring within the contracted scope of cover, if the prognosis of the Insurer's medical team indicates that given the seriousness of the case the Insured **requires treatment for more than 14 days**, ARAG could, provided that the medical conditions of the Insured so allow, proceed to transfer the Insured to his/her place of regular residence in be able to receive or, as applicable, continue said treatment from the regular healthcare resources in his/her place of residence. **If the Insured does not accept such a transfer, the obligations of the Insurer would immediately cease with regard to payment for the services covered by this guarantee.**

7.1.2 Advance payment of deposits for hospitalization abroad

If the insured requires admission into a hospital center while traveling abroad due to an accident or illness covered by the policies, then the insurer will pay for any deposit that the center might require to proceed with admission of the insured, up to the limit stipulated for the medical expenses cover.

7.1.3 Emergency dental charges in a foreign country

Where the Insured requires emergency treatment for severe dental problems arising such as infection or trauma, the Insurer shall bear the cost of the said treatment up to the limit stipulated in the schedule of cover and insurance certificate. **The cost of implants, false teeth, crowns, or root canal treatment is not covered.**

The Insurer's Medical Team will be in contact with the Clinic where the Insured is being treated to ensure that the appropriate treatment is being received.

7.1.4 Dispatch of medicines

The insurer shall take responsibility for sending any medicines that a doctor may urgently prescribe for the insured during a trip to a foreign country and that cannot be found in the place where the insured is located or replaced by other medicines with a similar formula.

7.1.5 Video appointment and remote prescription

The insured shall have access to services providing remote medical appointments with medical professionals (video appointments using an app or a website; online remote appointments) allowing the exchange of images and files through the procedures made available to the insured via the tool. Where the doctor considers this necessary, a remote prescription may be issued for the appropriate medicine and sent by e-mail, all of which in accordance with the regulations governing the protection of personal data.

7.1.6 Cost of extended stay

If, while abroad, the insured falls ill or suffers an accident, and as a result is unable to return home on the expected date, the insurer shall, following a decision taken by the insurer's medical team on the basis of its contact with the doctor caring for the insured, bear the costs not initially envisaged by the insured (up to the limit established in the schedule of cover and insurance certificate) incurred as a result of the extended stay: accommodation and board.

The Insurer shall bear the cost of the extended stay at the hotel up to a maximum of €100 / day for a maximum of 14 days, provided that this is justified on medical grounds and that it is not possible to apply the *Medical transport or repatriation of injured or sick persons* cover.

7.1.7 Medical transport or repatriation of injured or sick persons

In the event the Insured falls ill or has an accident, the Insured shall take responsibility for the following:

- a. The cost of transport by ambulance to the nearest clinic or hospital.
- b. Preliminary examination by the Insurer's Medical Team, in contact with the doctor taking care of the injured or sick Insured, to determine the appropriate measures for providing the best healthcare and the most suitable mode of conveying the insured to the most appropriate hospital or back home.
- c. The transport costs associated with primary care for the injured or sick Insured, using the most appropriate mode of transport, to the hospital determined and authorized by the Insurer or to the Insured's habitual residence. In the event the Insured is hospitalized at a hospital far away from home, the Insurer shall bear the insured's travel costs for returning home when he/she is discharged.

The mode of transport to be used shall be organized in accordance with the nature of the insured's medical condition. Where the urgency or severity of the case so require, the Insured may be repatriated in a special medical aeroplane if the patient is in Europe or in a country bordering the Mediterranean. For the rest of the world, the Insured will be repatriated on a scheduled flight.

The Insurer's Medical Team will be in contact with the Clinic where the Insured is being treated to ensure that the appropriate treatment is being received.

7.1.8 Transport or repatriation of deceased persons

In the event the insured dies during the course of a trip covered by the policy, the insurer shall take care of all paperwork and expenses necessary for the transport or repatriation of the remains of the insured to the place of burial, cremation, or funeral ceremony at the insured's place of residence in the insured's country of origin.

This benefit does not cover the cost of the burial, cremation, or funeral ceremony, or the cost of the coffin.

7.1.9 Transport or repatriation of other insured persons or of the companion

Where one or more Insureds have been transported or repatriated due to illness or accident under the *Medical transport or repatriation of injured or sick persons* cover, the Insurer shall bear the travel costs of the remaining insured companions or of the insured's companion to return to the place of their habitual residence or to the place where the Insured who has been transported or repatriated is hospitalized, and also their subsequent travel costs to return home. The insurer is subrogated in the rights of the insureds in respect of the return tickets they were originally planning to use.

In the event that the insured, once his/her health has recovered (under the supervision of the medical team that has been caring for him/her and with the agreement of the insurer's medical team), is able to rejoin the original travel itinerary, the insurer shall bear the cost of rejoining the said itinerary for both the insured and his/her insured companions who have benefitted from this cover.

7.1.10 Travel costs of a family member in the event of hospitalization of the insured

In the event the insured needs to be hospitalized as a result of an event covered by the policy for a length of time expected to be more than two (2) days, the insurer shall procure return (there & back) tickets for the companion(s) previously designated by the insured, for railway travel (first class) or air travel (tourist class) or for such means of public transport as the insurer may consider to be the most appropriate, so that he/she/they can be with the hospitalized person.

7.1.11 Travel costs of a family member in the event of death

The insurer will provide a round-trip ticket by train (first-class), airplane (economy class) or the most suitable means of collective public transportation determined by the insurer for at most two people residing in the country of origin of the insured and designated by the family members to accompany the mortal remains.

7.1.12 Accommodation costs of a family member of the insured in the event of death (maximum 14 days)

In the event the *Travel costs of a family member in the event of death* cover is invoked and the designated family member has to stay at the place where the death occurred to make arrangements for transporting the remains of the deceased, the insured shall bear the accommodation and board costs up to the daily amount stipulated in the schedule of cover and insurance certificate for a maximum of 14 days.

7.1.13 Accommodation costs of a family member of the insured in the event of hospitalization (maximum 14 days)

In the event it is foreseeable that the hospitalization of the insured (as a result of an accident or illness covered by the policy) will exceed two nights, the insured shall bear the accommodation and board costs of the family member designated by the insured at the place where the insured is hospitalized up to the daily amount stipulated in the schedule of cover and insurance certificate per day and for a maximum of 14 days.

This benefit shall apply even if the companion is travelling with the insured.

7.1.14 Early return home by the insured due to death or hospitalization of a family member

If, during the course of the journey, a relative of the Insured (as defined above) dies or is hospitalised for at least two (2) nights in their country of habitual residence, the Insurer will pay any surcharges or penalties for the changes to the original travel booking or in the event that it is not permitted to bring forward or modify the booking, the Insurer will pay for a return ticket, in tourist class, on a scheduled flight or by train, for the Insured to the place of burial or hospitalisation of the relative in the country of habitual residence of the Insured.

7.1.15 Early return of the insured due to a cause of extraordinary risks

If, during the course of the trip, object of this insurance agreement, any of the extraordinary events detailed in this article occurred, then the Insurer will pay for the cost of the insured to their usual place of residence by plane (economy class) from the nearest international airport or by train (first class) from the nearest station.

Extraordinary events covered by this cover:

- Natural phenomena: extraordinary floods, earthquakes, tsunamis, volcanic eruptions, atypical cyclonic storms and falling space debris and aerolites;
- Terrorism, rebellion, insurrection, riots or civil unrest;
- Early return due to notice of border closure or declaration of a State of Emergency and/or State of Alarm in the country of origin or destination.

If required by the special circumstances, the Insurer may proceed to advance the necessary funds so that the insured can make the travel arrangements personally, who is bound to submit the corresponding invoices and to return any advance not used.

In all cases, this cover will only be effective:

- If the situation means that the insured cannot continue with the activity that was the reason for travelling.
- If there is a declaration of risk such that it involves the recommendation to leave the place, issued by Spanish authorities such as the Ministry of Foreign Affairs.
- Due to the impossibility of completing the course, practical training or activity they perform during their travels, which requires completion in their country at the express and duly accredited request of their university of origin.

7.1.16 Early return home by the insured due to serious damage to the main residence or professional premises

Where during the course of the trip insured under this contract there is a fire, water leak, or gas leak at the insured's residence, or at the insured's professional premises where the insured is the direct operator thereof or performs a liberal profession there, the Insurer shall bear the cost of a single ticket, tourist class, on a scheduled flight or on a train, so that the insured and a companion can return to the residence or professional premises.

7.1.17 Sending of urgent messages

The Insurer shall take responsibility for sending such urgent messages as may be requested by the Insureds, in connection with the events covered by the policy.

7.1.18. Advance of funds in case of robbery of means of payment when abroad

If, as a consequence of the robbery of the insured's means of payment (money, credit cards, travelers' cheques, etc.), they were left without funds for continuing their trip, then the insurer will take care of providing them with an advance of funds up to the maximum limit indicated in the policy schedule and the certificate of insurance.

The insurer reserves the right to request some sort of bank guarantee or other guarantee or deposit to insure repayment of the advance.

To benefit from this cover, the insured must indispensably submit the police report filed with the competent authorities.

7.1.19 General information

The Insurer has set up a Travel Guidance Helpline available to the Insured 24 hours/day, 7 days/week.

This service allows the Insured to access the Insurer's team of local experts who can help to resolve any concerns that the Insured may have about the trip.

The Helpline may be used to seek information on the following:

Advice and assistance on all matters relating to the insurance cover (whether travel insurance or any other kind of insurance the Insured may have acquired).

- Information regarding vaccinations.
- Advice in the event flights or connections are missed.
- Advice in the event of cancellations, denial of boarding, or major delays.
- Information regarding situations of social or political turmoil in the destination country.
- Information regarding situations of medical alerts in the destination country (outbreaks, epidemics, etc.).
- Advice in the event of strikes by carriers or any other providers that affect the insured's travel plans.

This Helpline offers guidance, but does not include the cost of any services that the Insured may require as a result. In this case the cost of the service would be borne by the Insured.

7.2 Cover for Delays and Missed Services

7.2.1 Missed connections

If a connection between two journeys confirmed in advance cannot be made because of a delay to the initial mode of transport as a result of a breakdown, strike, bad weather or natural disaster, intervention by the authorities or by other persons using force, and provided that the delay with regard to the missed connection is two (2) hours or more, the insurer shall reimburse the insured for the corresponding extraordinary costs for travel, accommodation, and board, up to the economic limit established.

This cover applies solely to journeys by air, long-distance train, or scheduled ferry services.

In order for the Insured to benefit from this cover it will be necessary to provide proof of the missed flight connection issued by the airline.

7.2.2 Delays to the mode of transport

In the event the departure of the mode of transport booked is delayed because of a breakdown, strike, bad weather or natural disaster, intervention by the authorities or by other persons using force, and this delay in departure results in the connection with the next closed means of public transport as envisaged in the ticket becoming impossible, the insurer shall reimburse the corresponding extraordinary travel, accommodation, and board costs. For the purposes of this cover, mode of transport refers solely to flights, long-distance train, or scheduled ferry services. The time limits and economic limits shall be as stipulated in the policy.

The insured must provide the following:

- **Copy of the ticket (or copy of the boarding pass for e-tickets)**
- **Pertinent certificate for the incident issued by the airline**

7.2.3 Missed flight caused by an accident on the way to the airport

Where the Insured misses his/her flight as a result of a delay caused by an accident occurring on any mode of transport affecting the Insured on his/her way to the airport / departure terminal to catch the flight, the Insurer shall bear the cost incurred for essential items up to the limit established in the schedule of cover and insurance certificate, upon submission of the corresponding receipts.

Furthermore, the Insured must provide the following additional information:

- **Report concerning the accident, or proof of its occurrence.**
- **Copy of the travel document (ticket) or proof of purchase of the ticket (in the case of e-tickets) for which the Insured purchased the policy.**

7.2.4 Travel delay due to overbooking

If, as a result of the carrier selling a number of spaces higher than those that actually exist, there were a delay in using the means of transport, then the insurer will reimburse the travel, accommodation and subsistence expenses up to the established economic limit, if said delay is greater than six (6) hours.

7.2.5 Cancellation of departure of the means of transport due to strike

If the public means of outgoing transport chosen by the insured were cancelled due to strike, then the insurer will pay, up to the established economic limit, the expenses for taxi, train or vehicle rental incurred by the insured to return to the residence from which they left to the airport, train station or port where the departure was cancelled.

7.3 Baggage Cover

7.3.1 Finding and conveying baggage and personal items

In the event baggage or personal items that have been checked in with the carrier are lost, the Insurer shall assist the Insured in making a claim with regard to this loss. If the said baggage or personal items are recovered, the Insurer shall provide assistance in ensuring that they are conveyed to the place where the Insured is staying or to his/her residence. In the event the carrier charges the insured for the cost of conveying the baggage or personal items to the insured's destination or residence, the insurer shall reimburse the insured upon submission of the corresponding receipts up to a maximum of 100 euros.

7.3.2 Delays in reclaiming one's baggage

This cover only applies for travel on scheduled flights operated by airlines members of IATA.

The cost incurred by the Insured in the emergency purchase of clothing and essential items where there has been a delay in the said Insured being reunited with his/her checked-in baggage at the destination of **more than** 8 hours (between the expected and the actual time), or one night, shall be covered by the Insurer up to the limit established in the schedule of cover and insurance certificate.

Costs incurred for essential items at the place of departure are not included

The Insured must supply a photocopy of the flight ticket, the Property Irregularity Report supplied by the carrier, as well as the original purchase receipts for the personal items and essential items purchased.

7.3.3 Stolen or damaged baggage

In the event of the robbery, total loss, or partial loss of the Insured's baggage or personal items attributable to the carrier, or in the event of damage caused by fire or attack, occurring during the course of the journey, the Insurer shall pay economic compensation equivalent to the loss of or damage to the said baggage or personal items up to the limit established in the schedule of cover and insurance certificate.

Theft or simply mislaying the said baggage or personal items attributable to the Insured is excluded. Cash, documents, and valuables are also excluded. Cameras, photographic devices, radio devices, audio and video recording or reproduction devices,

telephones, electronic devices, and their accessories, are covered up to 50% of the insured sum for the whole of the baggage. **Reasonable wear and tear shall also be deducted from the said compensation.**

The following documents must be supplied in order to make a claim:

- A statement of the items lost, specifying their value and the year they were bought.
- The report made to the pertinent authorities during the dates of the trip at the place where this occurred.
- The original invoice for the items lost or damaged.

Claims involving carriers must be accompanied by the original property irregularity report (PIR) and proof of not having recovered one's property after 30 days of having lost it. If the insured has already been compensated by the carrier for the full amount of the theft or damage caused to the baggage, no further compensation from the Insurer shall be paid.

In the event the baggage is definitively lost, the value of any pay-out already received for the emergency purchase of clothing and essential items as established in the previous clause shall be deducted.

Compensation for damage caused to the exterior of the baggage shall be limited to a maximum of €70.

7.3.4 Dispatch of items left behind in the Hotel or Apartment

In the event baggage or personal items are forgotten or left behind during a stay at a hotel or apartment, the Insurer shall assist the Insured in making a claim with regard to this loss. If the said baggage or personal items are recovered, the Insurer shall bear the cost, up to the limit established in the schedule of cover and insurance certificate, of dispatching them to the place where the Insured is staying or to his/her residence, provided that the combined value of the said baggage or personal items exceeds the said amount.

7.3.5 Administrative costs incurred as a result of the loss or theft of personal documents in a foreign country

In the event that during the course of a trip in a foreign country the insured loses his/her personal documents such as passports, visas, credit cards, or essential ID documents, or the said documents are stolen, the insurer shall assist with tasks such as reporting the loss to the pertinent authorities or public or private bodies, and shall bear the cost, up to the limit established in the schedule of cover and insurance certificate, of having new documents issued up to the economic limit established in the policy.

Losses incurred as a result of the loss or theft of the said items, or deriving from their unauthorized use by third parties, are not covered and as such shall not be reimbursed, and the same applies to any costs incurred in the country of origin or residence.

7.3.6 Robbery of electronic devices

Reimbursement in the case of robbery of electronic devices occurring the course of the trip is covered, up to the maximum amount established in the policy schedule and the certificate of insurance. Theft and simple loss by the Insured are excluded. Normal wear due to use will also be deducted from such reimbursement.

For the benefit to take effect, the following documents must be submitted:

- A declaration of the lost objects, thereby specifying the value and the year of purchase.
- A police report filed with the competent authorities during the trip dates and at the location of the events.
- An original invoice of the stolen objects.

7.3.7. Property damage to electronic devices

The Insurer guarantees reimbursement of financial compensation equivalent to the damages sustained to electronic devices as a consequence fire or aggression occurring during the course of the trip, up to the maximum amount established in the policy schedule and the certificate of insurance. Normal wear due to use will also be deducted from such reimbursement.

For the benefit to take effect, the following documents must be submitted:

- A declaration of the damaged objects, thereby specifying the value and the year of purchase.
- A description of the events during the trip dates and the location of the events.
- An original invoice of the damaged objects.

The insurer may request that the damaged device be handed over to proceed with reimbursement.

7.4 Complementary Personal Accident Insurance

The Insurer shall bear the cost, up to the limit established in the schedule of cover of the policy and subject to the exclusions indicated in these General Conditions, of such compensation as may be payable in the event of death or permanent disablement as a consequence of accidents suffered by the Insured during travel and stays away from his/her habitual residence where these are covered by the travel insurance to which this accident insurance is complementary.

7.4.1 Accidental death

Where the insured dies as a result of an accident covered by the policy occurring during the time the policy is in force, and provided that death occurs immediately or within two years of the date of the accident, the insurer shall pay the beneficiary the insured sum stipulated in the schedule of cover and insurance certificate.

Insureds aged under 14 shall not be covered for the risk of death, and this cover shall be replaced by a pay-out in respect of funeral expenses up to a maximum of €3,005.06.

7.4.2 Permanent disablement caused by accident

This shall be deemed to mean the anatomical or functional loss of limbs or organs as a consequence of bodily injuries caused by an accident covered by this policy occurring during the time the policy is in force, whether arising immediately or within two years of the date of the accident. The insurer shall pay the insured sum indicated in the schedule of cover and the insurance certificate.

For the purposes of this cover the degrees of disablement shall be in accordance with the definitions given below, and only those that are expressly stated in the policy are covered.

Absolute permanent disablement: where the insured is unable to perform any profession.

In the event of permanent and absolute disablement caused by an accident, the insurer shall pay the insured sum stipulated in the policy for this eventuality.

Partial permanent disablement: if the accident results in a partial permanent disablement for the insured, the value of the compensation payable by the insurer shall be the result of applying the percentage rates set forth below to the insured sum stipulated for permanent disablement:

Type of injury		
Incurable madness, making the performance of any employment activity impossible	100%	
Complete blindness in both eyes	100%	
Complete loss of both legs or feet, both hands and arms, one arm and one leg, or one hand or foot	100%	
Tetraplegia	100%	
Paraplegia	100%	
Loss of one leg or one foot	50%	
Partial amputation of one foot, including all toes	25%	
Complete deafness in both ears	40%	
Complete deafness in one ear	10%	
Complete loss of voice	25%	
Ablation of lower jaw	30%	
Complete loss of one eye, or 50% reduction in binocular vision	30%	
Non-union fracture of one leg or one foot	25%	
Non-union fracture of one kneecap	20%	
Complete loss of movement in one hip or one knee	20%	
Loss of at least 5 cm of length in a lower limb	15%	
Loss of big toe on one foot	10%	
Loss of any other toe	5%	
Type of injury	Right side	Left side
Complete loss of arm or hand	60%	50%
Complete loss of shoulder movement	30%	20%
Complete loss of elbow movement	20%	15%
Complete loss of thumb and index finger	40%	30%
Complete loss of wrist movement	20%	15%

Loss of three fingers other than thumb or index finger	25%	20%
Loss of thumb and any finger other than index finger	30%	25%
Loss of three fingers including thumb or index finger	35%	30%
Loss of index finger and finger other than thumb	25%	20%
Loss of thumb alone	22%	18%
Loss of index finger alone	15%	12%
Loss of middle, ring, or little finger alone	10%	8%
Loss of any two of the said three fingers	15%	12%

The following rules shall apply on a complementary basis to the above table:

- a. The existence of various kinds of disablement deriving from one single accident shall be compensated by aggregating the percentage rates for each one, up to a maximum of 100% of the insured sum for this cover.
- b. Where percentage rates are aggregated for various kinds of partial disablement affecting one single limb or organ, the resulting percentage rate may not exceed the percentage rate established for the complete loss of the said limb or organ.
- c. If the victim is left-handed (for which proof will be required), the percentage rate envisaged for the upper right-side limb shall apply to the upper left-side limb and vice versa.
- d. Where a limb or organ affected by an accident had a pre-existing amputation or functional limitation before the said accident, the applicable percentage compensation shall be the difference between the percentage corresponding to the disablement situation prior to the purchase of this policy and the percentage disablement after the accident.
- e. The degree of disablement deriving from the accident shall be determined in accordance with the provisions of article 104 of Law 50/1980. If the insured refuses to accept the proposal made by the Insurer with regard to the degree of disablement, the parties agree to be bound by the decision of Medical Experts in accordance with articles 38 and 39 of the said Law.
- f. The insurer shall pay the cost of the first prosthetic intervention that the insured undergoes in order to correct the residual injuries caused by the accident covered by the policy. The scope of the said prosthetic intervention shall not exceed 10% of the sum payable as compensation for permanent incapacity, and shall not exceed six hundred euros under any circumstances.

7.4.3 Death or permanent disability due to accident on the means of transport

The Insurer will guarantee, up to the limit indicated in the policy schedule and the certificate of insurance and barring the exclusions indicated in the General Conditions, payment of the indemnities that, in the event of death or permanent disability, could be applicable as a consequence of accidents on the public means of transport (plane, train, boat or bus, all regular lines) happening to the Insured during trips as a passenger, including getting on and off of the means of transport according to the means included and described in the travel programme.

People over 70 years of age are not covered, and those under 18 years of age are only covered under the risk of death for up to €3,000 for burial expenses and under the risk of permanent disability up to the amount set in the Policy Schedule.

The indemnity limit will be set:

- a) In case of death: When it is proven that immediate or subsequent death within the period of one year as from the occurrence of the incident is the consequence of an accident covered by the policy, the Insurer will pay the amount established in the Policy Schedule.

If, after the payment of compensation for permanent disability, the death of the Insured occurs as a result of the same incident, then the Insurer will pay the difference between the amount paid for disability and the sum insured in the event of death, when said amount is higher.

- b) In case of permanent disability: The Insurer will pay the total amount insured if the disability is complete or a part proportional to the degree of disability if it is partial.

For the evaluation of the respective degree of disability, the following table is established:

b.1. Loss or loss of use of both arms or both hands, or of one arm and one leg, or of one arm and one foot, or of both legs or both feet, total blindness, complete paralysis or any other injury preventing the insured from holding any kind of job: 100%.

b.2. Total loss or loss of use:

- Of one arm or one hand	60%
- Of one leg or one foot	50%
- Total deafness	40%
- Of movement of the thumb or index finger	40%
- Loss of sight in one eye	30%

- Loss of a thumb	20%
- Loss of an index finger	15%
- Deafness in one ear	10%
- Loss of any other digit	5%

In cases not indicated above, such as partial losses, the degree of disability will be set in proportion to its severity compared to the listed disabilities. Under no circumstances may it exceed the total permanent disability.

The degree of disability must be definitively set within one year as from the date of the accident.

The professional status of the Insured will not be taken into account for the purposes of evaluating the effective disability of an affected limb or organ.

If the Insured had bodily defects before the Accident, then the disability caused by said accident may not be classified to a greater degree than it would be if the victim were a normal person from the point of view of bodily integrity.

7.5 Complementary Civil Liability Insurance

DEFINITIONS:

Insured sum: The sums defined in the Schedule of Cover and General Conditions, the maximum compensation payable by the Insurer for each claim.

Duties of the Insured: In the event of a claim in respect of Civil Liability, the Policyholder, the Insured, or his/her successors, must not accept, negotiate, or reject any claim without the express authorization of the Insurer.

COMPENSATION PAYMENT:

a) The Insurer is under a duty to pay the compensation upon the conclusion of the investigations and the expert assessments necessary in order to establish the existence of the claim event, and where pertinent, the amount arising from the said event. The Insurer shall in all cases pay the minimum amount that it will be required to pay out in compensation, in accordance with the circumstances of which it is aware, within forty days of the claim event being reported.

b) Where for reasons attributable to the Insurer, or for no justifiable reason, the Insurer has not repaired the losses or paid out compensation for the cash value of the said losses within three months of the date the claim event occurred, the compensation shall be increased by a percentage equivalent to the statutory interest rate for money in force at that time, which shall itself be increased by 50%.

7.5.1 Private Civil Liability

The Insurer shall take responsibility (**up to the economic limit established in the Schedule of Cover**) for settling any economic compensation that the insured may be under a duty to pay pursuant to articles 1902 to 1910 of the Civil Code (or the equivalent provisions of the laws of a foreign country) in his/her capacity as a private person for the civil liability in which he/she has incurred for personal injuries or material losses caused involuntarily during the trip to third parties (whether to their persons, animals, or property), **occasioned during the trip covered by the travel insurance to which this civil-liability insurance is a complementary upgrade.**

The following persons are not deemed to be third parties: the Policyholder, all other persons insured under this policy, their spouses, civil partners officially recorded as such in a local, regional, or national Registry, their ascending or descending kin, or any other family members living with either spouse or partner, as well as their business partners, salaried employees, or any other persons who *de facto* or *de jure* depend on the Policyholder or the insured, for as long as they act within the scope of the said dependence.

The payment of the judicial costs and expenses and the establishment of such bonds as may be required of the insured by a court of law all fall within the said limit.

The policy shall establish the sums to be paid by the insured per claim event, and also the maximum guaranteed capital per policy and year.

7.6 Travel Insurance Legal Defence

LEGAL ASSISTANCE

I. DEFINITION

Legal Assistance and Legal Defence services as may be required by the insured in the event and circumstances of temporary travel away from his/her habitual residence covered by the main travel insurance policy, the Insured undertakes in respect of the insured Legal Assistance and Legal Defence services as may be required by the insured in the event and circumstances of temporary travel away from his/her habitual residence covered by the main travel insurance policy, the Insured undertakes in respect of the insured within the limits laid down by Law and this contract as follows:

- a) For cover that extends to claims for damages or legal defence, to provide the service of out-of-court assistance (making amicable claims or defending amicable claims made by third parties) with its own resources.
- b) For cover that extends to intervention in administrative, judicial, or arbitral proceedings, to bear the costs that may be incurred by the insured in connection with the said intervention, as detailed in the section 'Scope of the Insurance' in these conditions.
- c) The provision of the service expressly agreed, or payment for the said service, to the extent established in the definitions of the cover section on legal protection.

II. OFFICE HOURS FOR THE SERVICE

The service is available Mondays to Fridays from 09:00 to 19:00 hours, Spanish peninsular time, except for national holidays.

However, calls requesting Legal Services may be made 24 hours/day, 365 days/year, and calls will be returned the next business day.

III. DURATION OF THE COVER

Claims arising during the term of the policy in respect of legal protection are covered where they are notified by official means to the Insurer during the term of the policy or up to two years following the date they occurred.

For the purpose of the legal defence cover, claim events are deemed to occur at the following times:

1. For the Legal Assistance Helpline benefit, cover is effective for matters arising from events occurring or known about by the insured in connection with his/her travel.
2. For criminal offences, the claim event shall be deemed to have occurred at the time the offence was committed or is alleged to have been committed.
3. In situations where damages are being sought in tort, the claim event shall be deemed to have occurred at the time the act or omission resulting in the loss occurred. In the case of ongoing losses (i.e. losses occurring in successive manner as a result of a cause that is not remedied or that is not properly remedied), the claim event shall be deemed to have occurred at the time the loss became apparent for the first time.
4. In cases of tort or breach of contract, the claim event is deemed to have occurred at the time the breach of the contractual provisions occurred, started, or is alleged to have started.
5. In respect of other benefits, the claim event is deemed to have occurred during the trip at the time the insured's rights were first infringed.

IV. DEFINITION OF CLAIM EVENT, REPORTING AND PROCESSING OF LEGAL DEFENCE CLAIMS

Claim event is deemed to mean any unexpected fact or event that is prejudicial to the interests of the Insured or that alters his/her legal situation, occurring while the policy is in force.

Once a claim event has been reported and accepted, the Insurer shall provide the corresponding services and bear the corresponding costs, in accordance with the nature and circumstances of the case.

Wherever possible, the Insurer shall, in its delivery of the cover benefits purchased in the policy, seek an amicable or out-of-court settlement that acknowledges the Insurer's aspirations or rights. The settlement of claims via the said amicable or out-of-court channels shall be the exclusive prerogative of the Insurer.

Where it is not possible to reach a positive amicable or out-of-court settlement that is acceptable to the Insured, litigation shall be commenced in accordance with the express cover purchased in the policy, provided that this is requested by the interested party and that this is not reckless, in one of the two following manners:

a) Upon becoming involved in any legal, administrative, or arbitral proceedings, the Insured shall be entitled to exercise the right to freely choose the professionals who are to represent and defend him/her in the corresponding litigation, establishing with them the details of their professional services and keeping the Insurer fully informed of this.

b) In the event the Insured does not exercise the right to freely choose the professionals who are to represent and defend him/her and participation by such professionals is required by the proceedings, the Insurer shall appoint them directly, always with the approval of the Insured.

The Insurer shall bear all duly-established costs and fees deriving from the provision of the cover benefits that have been purchased, up to the quantitative limit established in the Schedule of Cover of the insurance, subject under all circumstances to the limits established for the payment of professional fees.

V. LEGAL DEFENCE COVER FOR TEMPORARY STAYS

7.6.1 Legal Advice Helpline

This service providing advice directly from the Legal Assistance Centre 24 hours/day 365 days/year allows the Insured to **receive legal guidance with regard to any incident or problem affecting his/her private or professional life.**

Cover extends to queries that can be resolved in the form of verbal advice, but any other activities requiring the payment of professional fees are not covered.

This service is provided on business days from Mondays to Fridays, from 09:00 to 19:00 hours, although calls will be answered 24 hours/day. Calls received outside of the said business hours will be answered and a note will be made of the caller and of the query, and these calls will be responded to the next business day.

Queries that require researching legal texts or other additional enquiries will be responded to as soon as possible, and the Legal Service will return the Insured's call in order to resolve the query.

The service is allowed a maximum of 48 hours within which to resolve the query received.

7.6.2 Contact with a network of lawyers in the event of face-to-face legal advice

In the event the insured requires Legal Advice while travelling in a foreign country in connection with an accident occurring in his/her private capacity, the Insurer shall put the insured in contact with a Spanish-speaking practising lawyer in the said country (or in default thereof one who speaks another language the insured can understand) so that they can agree an appointment at the lawyer's office or so that the lawyer can be in attendance when appearing before a court or the pertinent authorities.

The legal advice and attendance by a lawyer shall be payable by the Insured.

7.6.3 Criminal legal defence

This covers the defence of the criminal liability of the Insured in criminal proceedings being pursued against him/her for offences or misdemeanours committed negligently in respect of events occurring during the course of and connected with temporary stays away from the insured's habitual residence, at a distance therefrom in excess of that stated in the policy providing the cover.

This includes the payment of a bail bond to secure the release of the insured on bail and his/her attendance at court, and/or to secure the payment of legal fees. Initial assistance provided to the insured when under arrest at the police station is expressly included.

Defence of the insured in his/her capacity as a pedestrian, a passenger on any form of transport, the driver of an engineless road vehicle, or the driver of a powered terrestrial vehicle not deemed to be a motor vehicle for the purposes of highways regulations (such as e-scooters, motorized wheelchairs, etc.) is likewise covered.

With the exception of the initial assistance provided to an insured when under arrest, **criminal defence for traffic accidents is excluded except where this is not covered by the policy of insurance for the vehicle being driven by or in which the insured is a passenger, in which case this is included under this cover on a subsidiary basis.**

Likewise the criminal defence of the insured is excluded in respect of flying any engine-powered aircraft or piloting any engine-powered boat.

7.6.4 Claim for damages in tort

This covers the pursuit of claims, whether amicably or through litigation, against identifiable third parties who are liable to compensate the Insured for personal injuries or material losses caused to the Insured as a result of negligence or malicious conduct in accidents occurring during a trip and for which cover is provided by the policy.

This includes claims for losses incurred as a pedestrian, a passenger on any form of transport, the driver of an engineless road vehicle, or the driver of a powered terrestrial vehicle not deemed to be a motor vehicle for the purposes of Spanish highways regulations (such as scooters, motorized wheelchairs, etc. and the like).

This cover does not include claims for losses incurred as a result of the breach of a specific contractual relationship between the Insured and the party responsible for the said vehicles.

In the event of the death of the Insured, this claim may be pursued by his/her family members, heirs, or beneficiaries.

7.6.5 Claim for breach of sales contracts

This covers the pursuit of claims in defence of the rights of the Insured, whether amicably or through litigation, resulting from the breach of contracts for the sale of goods acquired during the temporary stay covered by the policy, where **the insured has the status of purchaser and the seller is a professional or business with legal authority for the sale of goods**.

For the purposes of this cover, goods are deemed to mean: Clothing and personal items; domestic appliances; image, sound, telephony, or computer devices; home furnishings; decorative items; books in general; tools, instruments, or items of any kind that may be considered to be personal belongings and which are commonly available.

The following are not deemed to be goods: works of art or antiques; gold, silver, or platinum objects or coins, whether or not they contain precious stones. Tapestries, paintings, rugs or animal skins are likewise excluded where their unit value is in excess of €3,000.

7.6.6 Claim for breach of service contracts

This covers the pursuit of claims in defence of the rights of the Insured, whether amicably or through litigation, resulting from the breach of service contracts **executed by the insured during a temporary stay covered by the policy**.

The following contracts for the provision of services are covered:

- Medical or hospital services
- Cleaning, laundry, dry-cleaning, or gardening services
- Official technical support services for the repair of domestic appliances or electronic or electrical devices
- Travel, tourism, or catering services

Only contracts for the provision of services affecting the Insured in his/her private capacity and for which he/she is the contractual party and ultimate beneficiary are covered.

VI. SCOPE OF THE INSURANCE

Within the limits established by law and in this contract, the Insurer covers the following costs:

1. Court fees, charges, and costs generated as part of the proceedings that are covered.
2. Lawyers' fees and costs, where the intervention of a lawyer is compulsory.
3. The fees and costs of a court advocate, where the intervention of a court advocate is compulsory.
4. Notarial costs and the costs of executing powers of attorney for litigation, as well as any instruments, requests, or other formalities that may be required in the defence of the interests of the Insured.
5. The fees and costs of any expert witnesses that may be necessary.
6. Any other service that is expressly covered by the policy.

Likewise, in criminal proceedings covered by the policy, the payment of any bail bond that may be required of the Insured is covered, for the following purposes:

1. To secure his/her release on bail
2. To secure his/her attendance at court.
3. To pay the legal fees, excluding compensation or fines.

VII. LIMITS

The Insurer shall bear the costs described within the limits and up to the amounts established for each claim event, as determined in these General Conditions and in the Schedule of Cover for this insurance.

Where the criminal defence of the insured requires bail or other bonds to be established, these shall be provided for a maximum amount of the insured sum per claim indicated above. **The establishment of civil bonds is not covered.**

Events that have the same cause shall, for insurance purposes, be considered to constitute one single claim event.

Where one claim event affects more than one legal protection benefit, the maximum limit on costs covered for the whole of the services connected with the claim event shall be as indicated in the schedule of cover and insurance certificate.

VIII. EXCLUDED PAYMENTS

The following are not covered by the policy under any circumstances:

1. Compensation pay-outs and interest thereon, as well as surcharges, fines, or penalties that may be imposed on the Insured.
2. Taxes, fees, public charges, or any other payments of a fiscal nature deriving from the filing of public or private documents before official bodies.
3. The costs associated with cases being joindered or counter-claims, where these refer to matters not included as part of the insurance cover.
4. The cost of defending civil liability claims.
5. The establishment of bonds to secure the payment of civil damages or the payment of fines.
6. The cost of the intervention of professionals whose appointment has not been notified and as such has not been authorized in advance by the insurer.
7. The cost of travel, accommodation, and board for the insured, lawyers, court advocates, experts, witnesses, and/or any other persons required to attend the trial.
8. Any other costs not expressly included or envisaged as part of this cover.

IX. CHOICE OF LAWYER AND COURT ADVOCATE

Upon becoming involved in any judicial, administrative, or arbitral proceedings covered by the insurance policy, the Insured shall have the right to freely choose the court advocate and the lawyer who are to represent and defend him/her.

Before appointing any such professionals, the Insured must inform ARAG of the name of the lawyer and court advocate chosen. The Insurer may, for justified reasons, refuse to approve the professional who has been nominated, and should this be disputed, this shall be resolved by arbitration pursuant to article 36.

If the lawyer or court advocate chosen by the Insured does not reside in the judicial district where the proceedings are to be heard, any costs or fees itemized by the professional in his/her invoice for travel expenses shall be settled by the Insured.

The lawyer and the court advocate shall have absolute freedom in how they conduct the case, and they shall not under any circumstances be bound by the instructions of the Insurer, which shall not be responsible for how the said professionals perform or for the outcome of the case or proceedings.

Where a lawyer and a court advocate are required to intervene as a matter of urgency before the claim event can be reported, ARAG shall likewise pay the fees and costs arising from their intervention.

In the event of a conflict of interest between the parties to the contract, ARAG shall immediately inform the Insured so that he/she may decide as to the appointment of the lawyer and court advocate he/she considers appropriate in the defence of his/her interests, in accordance with the freedom to choose recognized in this article.

X. PAYMENT OF FEES

The Insurer shall pay the fees of the Lawyer acting to defend the Insured, subject to the rules defined for this purpose by the General Council of Spanish Lawyers, or should no such rules exist, to the provisions of the respective colleges of Law. The rules setting guidance on fees shall be considered to be the maximum limit of the Insurer's liability.

Any discrepancies as to the interpretation of the said rules shall be put before the competent Committee of the corresponding College of Law.

In the event that, at the choice of the Insured, more than one lawyer intervenes in the case, the Insurer shall pay, at most, the fees equivalent to the intervention of just one of them, for the complete defence of the interests of the insured, subject under all circumstances to the rules governing fees referred to above.

In the event the intervention of a Court Advocate is required, his/her fees shall be settled in accordance with the established tariff or the applicable valuation table.

Without prejudice to the quantitative limit indicated in the Schedule of Cover, the Insurer shall pay the fees of the lawyer acting in judicial, administrative, or arbitral proceedings affecting the Insured **subject to the rules defined for this purpose by the General Council of Spanish Lawyers, or should no such rules exist, to the provisions of the respective colleges of Law. The rules setting guidance on fees shall be considered to be the maximum limit of the Insurer's liability.** Any discrepancies as to the interpretation of the said rules shall be put before the competent committee of the corresponding College of Law.

In the event the claim event has been processed by the professional freely chosen by the Insured, the Insurer shall reimburse the Insured for the fees charged by the professional freely chosen by the Insured, up to the limit established in the Schedule of Cover of this insurance, and (in respect of lawyers' fees) always in accordance with the rules of the professional college referred to in the previous paragraph.

In order to make the said reimbursement, the insured must provide proof of the fees paid by way of the corresponding invoices, receipts, as well as any other documents that the insurer may request as proof of the cost incurred.

The insurer shall not reimburse the insured for the fees and costs incurred where the judgment contains an award for costs against the other party, unless the other party is declared insolvent.

In the event that, at the choice of the Insured, more than one lawyer intervenes in the case, the Insurer shall pay, at most, the fees equivalent to the intervention of just one of them, for the complete defence of the interests of the insured, subject under all circumstances to the rules governing fees referred to above.

Where the professional has been appointed by the Insurer with the approval of the Insured, the Insurer shall pay the fees earned by the said professional in connection with the case directly, free of charge for the Insured.

In the event the intervention of a Court Advocate is required, his/her fees shall be settled in accordance with the established tariff or sliding scale.

XI. SETTLEMENTS

The Insured may settle the case while it is being heard, but if this gives rise to obligations or pay-outs to be honoured by the Insurer, they must both act at all times by mutual accord, agreed in advance.

XII. DISPUTE RESOLUTION BETWEEN THE PARTIES

The Insured shall have the right to refer any dispute that may arise between him/herself and the Insurer regarding this Legal Defence Cover to arbitration.

Arbitrators may not be appointed before the matter in dispute has arisen.

Should either party decide to pursue legal action through the courts, the only courts recognized by law as having jurisdiction to hear this case are the courts of the place of residence of the Insured.

XII. DISCONFORMITY WITH THE PROCESSING OF THE CLAIM

Where the Insurer considers that there is no reasonable possibility of success, and as such that litigation is inadvisable, it shall inform the Insured of this decision, and likewise any decision as to filing appeals shall also be the prerogative of the Insurer.

Where this decision is disputed, the parties may refer the matter to arbitration pursuant to article 36 of these General Conditions.

Where the Insured, through his/her own efforts, has been able to obtain a more advantageous outcome by pursuing litigation or appeals contrary to the opinion of the Insurer, or even arbitration, the said Insured shall be entitled, within the limits of the cover that has been purchased, to be reimbursed for the costs incurred.

XIV. SUBROGATION

The Insurer shall be automatically subrogated in the legal rights and rights of action corresponding to the Insured against third parties as a consequence of the event that gave rise to the provision of the services covered by the insurance for the purpose of seeking to recover the sums it has had to pay out. The Insurer is subrogated in his/her rights.

XV. MINIMUM LITIGATION AMOUNT

The minimum litigation amount is the economic sum of the claim below which the insurer does not cover the costs that may be incurred from pursuing administrative, judicial, or arbitral proceedings.

For the purposes of the present legal protection cover, a minimum litigation amount of €300 is established as the value of the amount to be claimed, below which only amicable claims are covered.

This limit does not affect Criminal Defence cover.

8. Exclusions

8.1 General Exclusions in respect of all Cover

Any benefits or services that have not been requested from the Insurer and that have not been provided with or subject to its approval, save in cases of force majeure or material impossibility, duly established.

- Where, for reasons attributable to the Insured or his/her companions, the transfer agreed by the Insurer's medical team is delayed or turned down.
- In the event of war, protests, and popular uprisings, acts of terrorism and sabotage, strikes, arrest by the authorities for any criminal offence not deriving from a road traffic accident, restrictions on free movement, or any other situation of force majeure, unless the Insured can establish that the claim event has nothing to do with any such circumstances.
- Claim events caused by the malicious conduct of the Insured, the Policyholder, their successors, or the persons travelling with the Insured.
- Practising any of the following sports, even as an amateur, during the period running from the date the trip starts to the date the trip ends: mountaineering, boxing, parachuting, delta-wing gliding, gliding, polo, rugby, archery, yachting, judo, bobsleigh, speleology, scuba-diving, martial arts, skiing, heli-skiing, off-piste skiing, any sport involving motor vehicles, and any adventure or extreme sports.

**In the event the Adventure Sports upgrade is purchased, please see what sports are covered in the above definition.*

- Any accidents or breakdowns occurring while participating in sporting competitions, whether official or private, as well as training, trials, and bets, during the period running from the date the trip starts to the date the trip ends.
- Any supervening injuries or illnesses arising during the period running from the date the trip starts to the date the trip ends, in the performance of a manual profession, or any supervening injuries when participating as a volunteer in non-profit organizations.
- Psychic, mental, or nervous illnesses, with or without hospitalization.
- Rescuing people at sea, in the mountains, or in the desert.
- Claims deriving from radiation emitted by nuclear transmutation, nuclear decay, or radioactivity.
- The Insurer's obligations deriving from the cover contained in this policy end the moment the insured has returned to his/her habitual residence or is admitted to a medical facility no more than 25 km. from the said habitual residence.
- Any illnesses or injuries arising as a result of serious or chronic illnesses existing prior to the purchase of the policy, with a risk for the insured that they will worsen, as well as any complications or relapses of the said conditions.
- Suicide or any illnesses or injuries resulting from attempted suicide or self-inflicted intentionally by the Insured, as well as those deriving from criminal activities perpetrated directly or indirectly by the Insured.
- The treatment of illnesses or ill-health caused by the deliberate intake or administration of alcohol, toxic substances (drugs), narcotics, or the use of medicines without a medical prescription.
- The cost of any prosthetic or orthotic devices, dental repairs or devices, spectacles, or contact lenses.
- Childbirth, pregnancy and their complications, and neonatal care.
- Any medical or pharmaceutical fee or cost below €10.
- With regard to the transport or repatriation of deceased persons: the cost of burial and ceremony.
- Natural disasters.
- The driving of vehicles with an engine capacity of more than 50 cc without the corresponding personal accident insurance (P.A.I.).
- If the trip this insurance is intended to cover is a MARITIME CRUISE, all costs incurred are excluded from this policy.

***If the trip this insurance is intended to cover is a MARITIME CRUISE, any costs incurred shall only be covered in accordance with the General Conditions of this policy where the Insured has purchased the MARITIME CRUISE upgrade prior to the commencement of the trip.**

- The Insurer shall not provide cover and shall not compensate or take responsibility for providing any assistance where supplying, paying for, or providing any such benefits would expose the Insurer to sanctions, bans, or restrictions in accordance with a Resolution of the United Nations or under commercial or economic embargoes, sanctions, laws, or any other regulations promulgated by the European Union, the United Kingdom, or the United States of America.
- Any circumstance known to the insured prior to the purchase of the policy, or at the time any travel is booked, which may reasonably result in the cancellation of the said travel.
- Any sums for services which have been booked but not used where these sums could be recovered from:
 - The providers of the accommodation, transport, and/or any other service forming part of the booking.
 - From the booking agents or from the travel agent.
 - From other existing compensation mechanisms.
 - The credit or debit card or the PayPal service used by the insured to pay for the trip or any part thereof.
- Any claim event deriving from a trip to a country or specific area where a pertinent governmental body or authority of the country of origin and/or destination has advised against travel because of an epidemic or pandemic, without the preventive and/or mandatory measures designated for this purpose.
- Any cause that is not included as one of the causes covered by the insurance policy, including the motive for the trip no longer existing or an unwillingness to travel.
- If the insured has not been administered the mandatory vaccinations or medicines before commencing the trip.
- A ban on travel, or recommendation not to travel, by the Official Authorities (Ministry of Foreign Affairs or any other official body) because of an epidemic/pandemic, without the preventive and/or mandatory measures designated for this purpose.
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8.2 Exclusions in respect of cover for Civil Liability

Cover for Private Civil Liability does not include:

- In the event of war, protests, and popular uprisings, acts of terrorism and sabotage, strikes, arrest by the authorities for any criminal offence not deriving from a road traffic accident, restrictions on free movement, or any other situation of force majeure, unless the Insured can establish that the claim event has nothing to do with any such circumstances.
- Claim events caused by the malicious conduct of the Insured, the Policyholder, their successors, or the persons travelling with the Insured.
- Claims deriving from radiation emitted by nuclear transmutation, nuclear decay, or radioactivity.
- Liability of any kind incurred by the Insured when driving motor vehicles, aircraft, or boats, as well as the use of firearms.
- Civil Liability deriving from any professional, trades-union, political, or collective activity.
- Fines or penalties imposed by a court of law or by the authorities of any kind.
- Liability deriving from practising any of the following sports as a professional, even if only as an amateur: mountaineering, boxing, parachuting, delta-wing gliding, gliding, polo, rugby, archery, yachting, judo, bobsleigh, speleology, martial arts, skiing, heli-skiing, off-piste skiing, and any sport involving motor vehicles.

**In the event the Adventure Sports upgrade is purchased, please see what sports are covered in the above definition.*

- Losses affecting objects confided to the Insured under any arrangement.
- If the trip this insurance is intended to cover is a MARITIME CRUISE, all costs incurred are excluded from this policy.

***If the trip this insurance is intended to cover is a MARITIME CRUISE, any costs incurred shall only be covered in accordance with the General Conditions of this policy where the Insured has purchased the MARITIME CRUISE upgrade prior to the commencement of the trip.**

8.3 Exclusions in respect of baggage cover

The following circumstances are excluded from baggage cover:

- Baggage that is stolen or simply lost or mislaid or left unattended attributable to the insured.
- Loss, theft, or damage to baggage left in an unattended vehicle where there are no signs of forced entry.
- Items which are not mentioned in the original report made to the police or to the public-transport authority.
- Items for which the corresponding original invoice is not supplied.
- Loss, theft, or damage caused by an intervention by an Official Body or Legal Authority.
- Spectacles, contact lenses, hearing-aids, dental devices, medicines, orthopaedic devices.
- Cash, credit cards, ID documents, official documents, and valuables.
- Normal wear and tear.

8.4 Exclusions in respect of Accident cover

Cover for Permanent Disablement caused by an Accident does not include:

- Bodily injuries incurred when mentally deranged, in a state of paralysis, apoplexy, diabetes, alcoholism, drug-taking, diseases of the spinal-cord, syphilis, AIDS, encephalitis, and in general terms, any injury or illness that reduces the Insured's physical or mental capacity.
- Bodily injuries incurred as a result of the commission of criminal offences, provocations, fights (except in cases of legitimate self-defence), and duels, misadventure, bets, or any hazardous or reckless endeavours, and accidents caused as a result of acts of war, even when war has not been declared, popular uprisings, earthquakes, floods, and volcanic eruptions.
- Illnesses, hernias, lumbagos, intestinal obstructions, complications associated with varicose veins, poisonings or infections that have not been directly and exclusively caused by an injury covered by the policy.
- The consequences of surgical operations or unnecessary treatments to recover from accidents suffered, and those that pertain to caring for one's own person.
- Practising any of the following sports: Speed or endurance races, ascents and aeronautical trips, climbing, speleology, hunting on horseback, polo, wrestling or boxing, rugby, underwater fishing, parachuting, skiing, heli-skiing, off-piste skiing, and any game or sporting activity involving a high degree of risk*.

**In the event the Adventure Sports upgrade is purchased, please see what sports are covered in the above definition.*

- The use of two-wheel vehicles with an engine capacity of over 50 cc.
- The performance of a professional activity, provided that this is not of a commercial, artistic, or intellectual nature.
- Any person who intentionally causes the accident is excluded from benefitting from the cover provided by this policy.
- Situations where an accident that occurred prior to the purchase of this policy is aggravated are not included.
- Any countries which, during the trip or the travel being undertaken by the Insured, are in a situation of war or under siege, insurrection, or armed conflict of any kind or nature, are excluded from the cover provided by this policy, even where war has not been officially declared, and which are specifically named on the receipt or in the Schedule of Cover.
- It is expressly agreed that the Insurer's obligations deriving from the cover contained in this policy end the moment the Insured has returned to his/her habitual residence or is admitted to a medical facility no more than 25 km. from the said habitual residence. (15 km. on the Balearic Islands or Canary Islands.)

MAXIMUM LIMIT:

The maximum compensation pay-out under this policy for one single claim shall not exceed €120,000.

8.5 Exclusions in respect of Legal Defence cover

Legal Defence cover does not include:

- Claims by the Insured against the Insurer of this policy.
- Claims concerning legal protection cover other than as detailed in the policy or any optional cover that the insurance Policyholder has chosen not to purchase.
- Defence and seeking redress where there are related insolvency proceedings.
- Compensation pay-outs and interest thereon, as well as any fines or penalties that may be imposed on the Insured.
- Claims for non-material losses or material losses that do not derive from or are not a consequence of material losses or personal injuries.
- Taxes or any other payments of a fiscal nature deriving from the filing of public or private documents before Official Bodies.
- The costs associated with cases being joindered or counter-claims, where these refer to matters not included as part of the insurance cover.
- Any activities that derive, whether directly or indirectly, from events caused by nuclear energy, genetic alterations, radioactive radiation, natural disasters, acts of war, riots, or acts of terrorism.
- Litigation deriving or originating from strikes, lock-outs, collective labour disputes, or mass redundancies.
- Actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured, established in a final judicial ruling.
- The defence of, seeking of redress for, and payment of benefits in relation to disputes deriving from participation by the Insured in training sessions, sporting competitions, or sports trials involving motor vehicles.
- Any events occurring as part of disputes relating to the administration of property, assets, shares, gaming or gambling contracts, and speculative businesses.
- Those originating from or related to the planning, construction, transformation, or demolition of a building or installations where the insured risk is located, and those caused by quarries, mines, or factories.
- The defence of and pursuit of redress for disputes relating to any residential property owned by the Insured or in which the Insured has a life interest, or properties used as the habitual residence of the Insured, even where these occur while the Insured is travelling or because of his/her absence while travelling.

- **Claims against the party that caused the loss where the said party is the direct or collateral kin of the insured up to the third civil degree of consanguinity or affinity (or the defence of any such claims).**
- **The defence of and pursuit of redress for claims caused by the intake of alcohol, psychotropic substances, hallucinogenics, drugs, narcotics, and any other substances with similar characteristics and/or effects.**
- **Litigation in respect of intellectual or industrial property, company law, financial or banking matters, or relating to property defined as movable property under article 336 of the Civil Code, i.e. income or pensions, contracts for public services, and certificates or securities representing mortgage-backed loans, as well as judicial proceedings in matters of urban planning, the consolidation of plots of land, and expropriation.**
- **Any claims that may be filed by the Insureds under this policy against each other.**
- **Events originating or first manifesting themselves prior to the date this policy came into effect, and those that are reported after two years have elapsed from the date of the rescission or expiry of the cover that has been purchased.**

9. Limits

ARAG shall cover these costs, within the limits established and up to the maximum amount contracted for each case. Events that have the same cause and take place at the same time will be considered a single incident.

ARAG will be obliged to pay the compensation, unless the incident giving rise to the claim has involved bad faith on the part of the Insured.

In any guarantees which represent the payment of an amount in cash, ARAG is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the incident. In all cases, ARAG shall pay, within 40 days counting from receipt of the declaration of the incident, the minimum amount of what it may owe, according to the circumstances known to it. If, within three months of the event that gave rise to the claim, ARAG has not paid the compensation for an unjustified cause or one that is attributable to it, the amount of the compensation will be increased by a percentage equivalent to the legal interest rate in force at the aforementioned time, incremented in turn by 50%.

10. Report of an incident

If an event occurs that could give rise to provision of the guarantees covered, it is an essential requirement for the Insured to contact the emergency telephone service established by ARAG, indicating the name of the Insured, the policy number, the place and phone number of their location, and the type of assistance required. This call may be a reverse-charge call.

Except in verified cases of emergency or force majeure, this policy shall not cover provision of medical or transport services that the insured party unilaterally considers to be appropriate and requests and receives by his/her own personal decision, without the INSURER'S authorisation or knowledge.

In accordance with the provisions of Act 50/1980 on Insurance Contracts, the Insured must in all cases, both at the time of signing the contract and as long as it remains in force, declare to ARAG any insurance cover taken out with other insurers for the same risk.

11. Additional provisions

The Insurer will not assume any obligations in connection with services that it has not been requested to provide or which have been provided without its prior consent, except in duly accredited cases of force majeure.

If, when services are provided, the direct intervention of ARAG is not possible, the latter is obliged to refund the Insured for duly accredited expenses incurred in the provision of such services, within 40 days from the presentation of the claim.

The INSURER reserves the right to request the INSURED to present reasonable proof or documentary evidence for payment of this provision.

12. Subrogation

Up to the amount of the sums paid out in compliance with the obligations derived from this Policy, ARAG is automatically subrogated in the rights and actions that may correspond to the Insured and their heirs, as well as other beneficiaries, against third parties, both individuals and companies, as a consequence of the incident that is the reason for the assistance provided.

ARAG is especially entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial refund of the cost of tickets not used by the Insured.

13. Limitation period

Claims derived from the insurance contract shall be barred after two years in the case of damage insurance and after five years for personal insurance.

14. Acceptance

If the contents of this Policy differ from the proposal of insurance or the clauses that have been agreed, the Policyholder may, within one month of receiving the Policy, request the Company to correct the discrepancy. If no such notification has been made within this period, the conditions included in the Policy shall apply.

15. Complaints and redress

ARAG S.E., Sucursal en España has a Customer Care Department (c/ Roger de Flor 16, 08018 - Barcelona, e-mail: dac@arag.es, website: www.arag.es) to attend to and resolve any complaints filed by insureds and to offer them redress in connection with their interests and rights as acknowledged by law, which shall be dealt with and resolved within no more than one month of being filed.

In the event you are not satisfied with the way the Customer Care Department has resolved your complaint, or if more than one month has passed without any reply being received, claimants can take their complaint to the Complaints Service of the Insurance and Pension Funds Directorate-General (Paseo de la Castellana 44, 28046 - Madrid, website: www.dgsfp.mineco.es).