

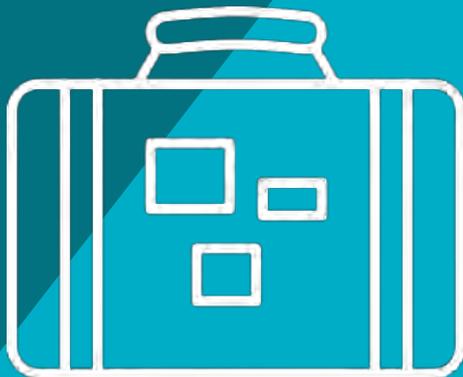


Assistance

GENERAL CONDITIONS

No. 9419006320

Travel Assistance





00 03495 00 SMART INTERNATIONA MULTI TRIP

Travel Assistance Insurance Policy

General Conditions

COVERAGE	LIMIT
1.1 Medical, surgical, pharmaceutical and hospitalisation expenses	€ 10,000,000
1.2 Transport or medical repatriation of injured and ill persons	€ 500,000
1.3 Round trip ticket and travel expenses for a family member	€ 10,000
1.4 Transport or repatriation of companions	Included
1.5 Unforeseen expenses in hospital	€4,000 (€100 every 24 hours)
1.6 Outpatient physiotherapy treatment	€ 1,500
1.7 Emergency dental expenses abroad	€ 500
1.8 Psychological counselling services	€ 200
1.9 Transport or repatriation of the deceased	€ 100,000
2.1. Trip cancellation	€ 7,000
2.2 Trip interruption	€ 4,500
2.3 Additional expenses	€ 2,500
2.4 Trip resumption	€ 2,000
3.1 Travel delay due to transport	€1,500 (€100 every 12 hours)
3.2 Missed connecting flight	€ 1,000
3.3 Natural disaster	€ 1,250
3.4 Kidnapping	€ 2,500 (€ 125 every 24 hours)
4.1 Theft and material damage to luggage	€ 2,500
4.2 Delay in delivery of luggage	€500 (€100 every 24 hours, max. 5 days)
4.3 Cash withdrawal theft with aggression	€ 500
4.4 Administrative expenses for loss/theft of official documentation	€ 800
5.1 Rental car excess	€ 1,500
5.2 Rental car key replacement	€ 500
6.1 Death or permanent disability due to accident	€ 60,000
6.2 Payment of student loans	€ 5,000
7.1 Private civil liability	€ 300,000
8.1 Search and rescue	€ 10,000



The following definitions shall obtain for the purposes of the above Guarantees:

Insurer: INTER PARTNER ASSISTANCE S.A., SUCURSAL EN ESPAÑA, member of the AXA Group, holder of Spanish Tax ID No. W-0171985-E, domiciled at Edificio Mar de Cristal, Calle Arequipa nº 1, 3ª planta, Esc. 2, 3 and 4, 28043 Madrid, with insurance code E0196, issuer of this policy and which, as Insurer and through its collection of the premium, assumes coverage of the risks set forth in this contract and guarantees the benefits thereof in accordance with the terms and conditions of the policy.

Policyholder: The legal or natural person of legal age, insured or not, fiscal resident of Spain who figures as such in the Policy Schedule and Insurance Certificate, responsible for payment of the premium and who represents all insureds covered by the policy.

Insured: Each of the natural persons listed as such in the Policy Schedule and Certificate of Insurance who are beneficiaries of the covers of the policy taken out.

Relatives: The following shall be deemed to be family members of the Insured: his/her spouse, domestic partner or person who cohabits with him/her, ascendants or descendants up to the second degree of consanguinity (parents, children, grandparents, grandchildren) of both members of the couple and, in collateral lines, only brothers or sisters, with or without blood ties, brothers and sisters-in-law, sons and daughters-in-law and parents in-law of both members of the couple.

Organiser: The Organiser is understood to be the provider of tourist services with which the Insured has contracted the journey, such as hotel chains, airlines, tour operators, etc.

Premium: The price of the insurance including all legally applicable levies and taxes. The Policyholder is responsible for paying the premium.

Luggage: All objects for personal use that the Insured takes on the trip, including any provided by the means of transport used for the trip.

Valuable items: Valuable items are understood to mean jewels, watches, objects made with precious metals, furs, paintings, objets d'art, silver and goldsmith work in precious metals, unique objects.

Entitlement goods: Goods or essential products that cover the basic needs of daily life.

Term of the insurance: The validity of the travel assistance cover with respect to each insured person depends on the duration of the trip: i.e. from 00:00 hours of the departure date until 24:00 hours of the return date as stated in the Policy Schedule and the Insurance Certificate.

Coverage territory: The guarantees under this policy cover the entire world but may be valid for some countries and not others depending on the territorial zones selected by the Policyholder. The countries have been divided into three groups: Spain, Europe and countries bordering the Mediterranean and the Entire World.



Validity: The policy must be taken out before the departure date of the journey. If the policy is taken out once the trip has begun, coverage shall enter into effect 72 hours from issuance of the certificate and shall never exceed the 365-day limit of coverage.

Validity of complementary policies: When a new policy complements a previous one, it must be taken out before the termination date of the first. The above notwithstanding, if the new policy is taken out after the end of the coverage period of the previous one, the guarantees shall not take effect until 72 hours have elapsed from the certificate issuance date.

Theft: Theft is understood to mean only robbery committed with violence or intimidation of people or forcing inanimate objects.

Accident: A violent, fortuitous, sudden event external to and not associated with the Insured which may result in damage covered by the insurance guarantees under this policy and which occurred after the insurance contract date.

Pre-existing or chronic illness: Pre-existing or chronic illness means any condition whose symptoms appeared prior to the traveller taking out the insurance, even though a final diagnosis were not yet obtained.

Illness: Illness means any change in health status confirmed by a medical professional, whose report shall be subject to review by the medical team of the Insurer.

All tests and analyses allowing proper documentation of the medical process must be submitted with any claim.

Serious illness: Serious illness means any change in health status verified by a medical practitioner (whose report shall be subject to review by the Insurer's medical team) that entails the cessation of all kinds of activity within the seven days prior to the trip and that make it medically impossible to embark on the trip on the scheduled date. All tests and analyses allowing proper documentation of the medical process must be submitted with any claim.

Hospitalisation: Admittance of a person as a patient in a hospital for at least 24 hours or an overnight stay including a main meal at the medical centre in question.

Claim incident: An event the consequences of which are covered under the provisions of the policy.

Trip: Trip means travel undertaken by the Insured away from his/her habitual residence from the moment he/she departs the same until he/she returns after it has concluded.

The duration of the trip may not exceed that stated on the insurance certificate.

Combined trip: Combined trip means the prior combination of at least two of the following items: transport, accommodation or other tourism services not related to transport or accommodation and that constitute a significant part of the combined trip, sold or offered for sale for an all-inclusive price, when said service exceeds 24 hours or includes at least one night's stay.

Terrorism: Any act in which force or violence are threatened or actually used by any person or group of persons, acting either in isolation or in relation to a political, religious, ideological or similar organisation, with intent to



coerce a government or the general public. The act must be declared a terrorist act by the government of the place where the event takes place.

Natural disaster: Flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire or volcanic activity caused by nature. All man-made events are excluded. The event must be declared a Natural Disaster by the government of the place where it takes place.

Adventure sports: The following activities are included in the coverage of this policy, provided that they are not the main purpose of the trip and are not undertaken on a professional and/or competitive basis:

Athletics, gym activities, activities with undomesticated animals (bullfighting, etc.), basketball, motorboats (with driver), bicycle riding, canoeing, curling, shooting/small game hunting, organised hot-air balloon rides, general hiking, jogging, football, golf, pedal boats, ball games, beach games and other beach and camping activities, karting, kayaking, jet skis, snowmobiles, swimming, sailing, orienteering, paddle surf, paddle tennis, paintballing, helicopter riding, skating, fishing, kayaking, rope bridges, snowshoeing, climbing walls, offroading, segways, hiking, snorkeling, surfing and windsurfing, tennis, zip lines, trekking at altitudes below 3,000 metres, sledging in ski resorts, mushing, equestrian tourism and other activities of similar characteristics.

By paying the relevant premium surcharge, the scope of cover may be extended to the following activities:

White-water rafting, airsofting, canyoning, diving and underwater activities less than 20 metres deep, bouldering up to a height of 8 metres, horse riding, climbing, fencing, caving at depths of less than 150 metres, water skiing, fly surfing, hydrobob, hydrospeed, kitesurfing, bicycle touring, mountain bike rides, deep-water soloing up to a height of 8 metres, quad biking, rafting, abseiling, bungee jumping, survival, trekking at altitudes of up to 5,000 metres and any activity of similar characteristics

Electronic and digital equipment: cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment and their accessories

Winter sports: Skiing, cross-country skiing, back-country skiing, ice skating, snowshoeing, snowboarding, except for heli-skiing and off-piste skiing.

ARTICLE II. GUARANTEES COVERED

1.1 Medical, surgical, pharmaceutical and hospitalisation expenses

The Insurer shall be responsible for the following items resulting from accidents or illnesses suffered by the Insured up to the limit indicated in the Policy Schedule and the Insurance Certificate:

a) Medical and surgical expenses and fees.

b) Pharmaceutical expenses required by medical prescription for treatment of conditions covered by this policy.



c) Hospitalisation expenses.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

1.2 Transport or medical repatriation of injured and ill persons

The Insurer shall bear the costs of the following if the Insured suffers an illness or an accident:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) Prior control by the insurer's Medical Team in contact with the doctor who treats the injured or ill insured person to determine suitable measures for the best treatment of the same and the most advisable means for their transfer to the most appropriate hospital or to their place of residence.
- c) The cost of the transfer expenses originated by the first assistance to the injured or ill person by the most appropriate means of transport to the prescribed hospital authorised by the Insurer or to the habitual residence of the Insured. In case of hospitalisation in a hospital distant from the Insured's residence, the Insurer shall be responsible, on medical discharge of the insured, for the subsequent transfer of the same to the habitual residence.

The means of transport used will be arranged according to the insured's condition. If the urgency and seriousness of the case so require, repatriation may be performed by special medical aircraft if the patient is in Europe or the countries bordering the Mediterranean. Transport shall be by scheduled airline from any other place.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

1.3 Round trip ticket and travel expenses for a family member

When the Insured is hospitalised and the hospital stay is expected to last longer than seven days, the Insurer shall provide a round-trip ticket for a family member or person designated by the insured for the purpose of accompanying the latter during hospitalisation.

If the Insured is taken to a hospital at a distance of more than 100 km from his or her habitual residence, the Insurer shall bear the costs of the hotel stay by the family member, upon presentation of the relevant supporting documents, up to the amount indicated in the Policy Schedule.

If said family member or designated person is already in the place of hospitalisation of the Insured due to his/her being included in this policy, the accommodation expenses shall be covered up to the per-day limit indicated in the Policy Schedule and Insurance Certificate for a maximum of 10 days plus return expenses as set forth in this guarantee.

1.4 Transport or repatriation of companions

When one or more Insureds have been transferred or repatriated due to illness or accident under guarantee 1.2, the Insurer shall bear the costs of transportation of the insured companions to return them to their habitual



places of residence or to the place where the transferred or repatriated Insured is hospitalised and for subsequent transfer to their residences. The Insurer is subrogated in the rights of the Insured for the cost of the return tickets that the latter originally intended to use.

1.5 Unforeseen expenses in hospital

The Insurer shall reimburse the Insured up to the limit stated in the Policy Schedule and Insurance Certificate for unforeseen expenses as a result of hospitalisation lasting more than 24 hours due to sudden illness or injury as outlined in section 1.1.

These expenses include taxi fares, telephone calls, internet or television access, food and other expenses incurred while the Insured is hospitalised and provided that the relevant receipts are presented.

1.6 Outpatient physiotherapy treatment

The Insurer shall reimburse the Insured up to the limit indicated in the Policy Schedule and Insurance Certificate for physiotherapy expenses arising from an illness, accident or injury taking place abroad during the trip and covered under this policy.

The Insurer's Medical Team must always authorise such treatment.

1.7 Emergency dental expenses abroad

If the Insured requires emergency treatment as a consequence of acute dental problems such as infections or traumas, the Insurer shall be responsible for the expenses inherent to said treatment up to the limit stated in the Policy Schedule and the Insurance Certificate. Expenses deriving from implants, prostheses, veneers or endodontics shall not be covered.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

1.8 Psychological counselling services

If, due to assault, injury or psychological trauma, the Insured requires care from a psychiatrist or psychologist, during the trip covered under this policy, the Insurer shall, upon presentation of the relevant supporting documents, reimburse the Insured for the costs of the sessions required by the Insured, up to the amounts indicated in the Policy Schedule and Insurance Certificate.

1.9 Transport or repatriation of the deceased

a) The Insurer shall take care of all the formalities to be performed at the place where the Insured died and of transport or repatriation of the same to the funeral place in their country of habitual residence.

b) The Insurer shall be responsible for transporting the companions to the funeral place. The Insurer is subrogated in the rights of the Insured for the cost of the return tickets that the latter originally intended to use.



c) If the insured companions are under 15 years of age or disabled and do not have a family member or trusted person to accompany them on the journey, the Insurer shall provide a person to travel with them to the funeral place.

Funeral expenses (ceremony, burial or cremation)

In the event of the death of the Insured, the Insurer shall, upon presentation of supporting documents, reimburse the Beneficiary for the expenses of the ceremony, burial or cremation incurred in connection with the Insured's funeral, up to the amounts stated in the Policy Schedule.

2.1. Trip cancellation

The Insurer shall cover the actual cancellation expenses contractually due to the organiser of the same up to the maximum limit indicated in the Policy Schedule and Insurance Certificate when the Insured cancels the trip before departure for any of the following reasons:

1. Sudden death, illness or accident of the Insured.
2. Sudden death, illness or accident of the Insured's first-degree relatives.
3. Sudden death, illness or accident of a person in his or her travelling party.
4. The Foreign Affairs Department of the Insured's country of residence issues a Travel Advisory recommending that people do not travel to a specific region or country and that this advisory was first issued after the trip was booked.
5. If the Insured's home or business premises becomes uninhabitable (within 14 days of the start date of the trip).
6. On a summons of the Insured as a party or witness in a judicial proceeding. **Proceedings against the Insured that commenced before the insurance contract signature date are expressly excluded from this cover.**
7. Involuntary termination of the insured person or a member of his or her travelling party prior to the trip start date.
8. Police summons for robbery at the Insured's habitual residence within 14 days of the trip start date.

The travel expenses covered by cancellation are:

- a. transportation.
- b. accommodation.
- c. tours and experiences.
- d. course tuition or fees.
- e. visas
- f. travel agency cancellation costs.



This guarantee must be contracted on the day that the trip booking is confirmed or within the seven (7) days following said confirmation.

The event causing the cancellation of the trip must take place after the insurance policy was taken out.

2.2 Trip interruption

If, during the trip, a relative of the insured dies or is hospitalised for at least one night in his/her country of habitual residence (as defined above) and the Insured must interrupt his/her trip to be with him/her, the Insurer shall bear the following types of actual trip cancellation costs, up to the limit stated in the Policy Schedule and Insurance Certificate:

- a. transport;
- b. accommodation;
- c. tours and experiences;
- d. course tuition or fees;
- e. visas and/or
- f. travel agency cancellation fees/itinerary change fees.

If the trip is interrupted, the coverage of the insurance shall cease upon the return home unless coverage 2.4 Trip resumption is activated

2.3 Additional expenses

If during the trip a relative of the insured dies or is hospitalised for at least one night in his/her country of habitual residence (as defined above) and the Insured must interrupt his/her trip to be with him/her, the Insurer shall bear the costs of any additional expenses or penalties that the Insured may incur due to the early termination of his/her trip, up to the limit stated in the Policy Schedule and Insurance Certificate.

If the trip is cut short, coverage under this policy shall cease upon the return home unless coverage 2.4 Resumption of trip is activated.

2.4 Trip resumption

When the Insured is transferred or repatriated due to illness or accident under section 1.1, the Insurer, in the event that the Insured after recovering his or her health status (under the supervision of the medical team that treated him or her and in agreement with the medical team of the INSURER) is allowed to reinstate his or her travel plans, the Insurer shall bear the costs of such reinstatement up to the limit stated in the Policy Schedule and Insurance Certificate.

3.1 Travel delay due to means of transport

The Insurer shall reimburse the Insured for real entitlement goods expenses when the trip is delayed due to the fault of the airline or weather conditions, provided that this delay, from the estimated time of departure, is longer than 12 hours and up to the limit indicated in the Policy Schedule and Insurance Certificate.



The Insured must submit:

- A copy of the ticket or boarding pass (for electronic tickets).
- An appropriate incident certificate issued by the airline.

3.2 Missed connecting flight

If the Insured misses a connecting flight already confirmed at the transfer point due to a late arrival of the incoming flight and there is no alternative transport available to continue the journey within four hours of the actual arrival time of said incoming flight, the Insurer shall reimburse the Insured for the basic expenses required (including for the purchase of a ticket for an alternative flight) up to the maximum limit indicated in the Policy Schedule and Insurance Certificate.

In order to collect compensation, the Insured must submit proof of having missed the connecting flight (issued by the airline).

3.3 Natural disaster

Additional accommodation and transport costs incurred during the insured trip due to one of the following causes are covered up to the limit indicated in the Policy Schedule and Insurance Certificate:

- a) If on arrival or at any time during the trip the Insured cannot use the booked accommodation due to a natural disaster.
- b) If the insured is forced to move to a safe place due to a natural disaster at the place where he or she is staying.

3.4 Kidnapping

The Insurer shall pay compensation, up to the limit stated in the Policy Schedule and Insurance Certificate, for every 24 hours that the Insured remains unlawfully detained or under threat of a person intending to illegally control the aircraft or means of transport on which the Insured is travelling.

Any involvement of the insured, his/her relatives or partners shall be excluded from this policy.

4.1 Theft and material damage to luggage

Reimbursement up to the limit stated in the Policy Schedule and Insurance Certificate for loss or damage to the Insured's luggage or personal effects is guaranteed in the event of theft, total or partial loss attributable to the carrier or damages as a result of fire or aggression that occurs during the journey.

This cover excludes petty theft and straightforward loss attributable to the Insured as well as any money, documents and valuables involved. Cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment and the corresponding accessories are covered, up to 50% of the sum insured for the luggage as a whole. This limitation may be eliminated by paying the relevant supplement.



The following documents must be submitted in advance to benefit from this cover:

Declaration of lost items specifying their value and year of purchase.

Report to the competent authorities during the journey and at the place the events occurred.

Original invoice for the lost or damaged items.

For losses caused by carriers, the original property irregularity report (PIR) and proof of non-recovery of luggage must be provided 30 days after the loss thereof. If the insured has already been compensated by the carrier for all theft or damage to their luggage, no reimbursement shall be payable by the Insurer.

In the event of permanent loss of the luggage, the Insurer will deduct the amount already indemnified as expenses incurred for urgent purchase of clothing and essential items provided for in the previous clause.

The compensation for damages produced on the outside luggage items shall be limited to a maximum of €70.

4.2 Delay in delivery of luggage

If the Insured suffers a delay between the expected and the real delivery time longer than that provided for in the Policy Schedule and Insurance Certificate in the delivery of their checked-in luggage upon arrival at their destination, the Insurer shall reimburse the former up to the maximum limit established in the Policy Schedule and Insurance Certificate for expenses incurred for urgent purchase of clothing and essential items.

Expenses for entitlement goods incurred at the point of origin of the journey are excluded from this cover. The Insured shall submit a photocopy of the airline ticket, the property irregularity report (PIR) provided by the carrier and the original invoices for the purchase of personal items and entitlement goods that he/she may have acquired.

4.3 Cash withdrawal theft with aggression

The Insurer shall, upon presentation of the relevant supporting documentation, reimburse the insured, up to the amounts stated in the Policy Schedule, for cash (legal tender coins and notes) withdrawn by the insured using a credit or debit card at bank branches or ATMs, in the following cases:

- A) When, while on a trip, the Insured is the victim of an assault reported through a complaint filed with the relevant local authorities in which he/she was forced to withdraw the cash.
- B) Where the cash was stolen during a trip within 48 hours of its withdrawal in an assault reported through a complaint filed with the relevant local authorities.

4.4 Administrative expenses for loss/theft of official documentation

In the event of loss or theft of the Insured's passport or visa during the journey and during his/her stay in the country of destination, the Insurer shall assume the duly substantiated management and replacement expenses that may be required to obtain substitute documents issued by official bodies, up to the maximum limit indicated in the Policy Schedule and Insurance Certificate.



Damages derived from loss or theft of the aforesaid objects or their misuse by third parties are not covered by this policy and therefore shall not be compensated.

5.1 Rental car excess

Coverage is provided for the payable excess of the rental car insurance taken out or the cost of repairing the rental car, whichever is lower, if he/she is involved in a car accident or his/her rental car is damaged or stolen while in his/her care or custody. The theft or damage must occur during the rental period and during the period of coverage stated on the Certificate of Insurance while travelling abroad.

The rental period will be considered as stated in the confirmation of the rental agreement.

5.2 Rental car key replacement

Coverage is provided to cover the cost of replacing rental car keys that are lost, stolen or damaged during the rental period. This includes, where necessary, replacing locks or allowing a locksmith to gain entry to the rented car.

6.1 Death or permanent disability due to accident

The Insurer guarantees, up to the limit indicated in the Policy Schedule and Insurance Certificate and subject to the exclusions indicated in these General Conditions, payment of the compensation due for death or disability as a consequence of accidents occurring to the Insured during journeys or stays away from the habitual residence. Persons over 70 years of age are not covered by this guarantee and minors the cover for minors under 14 years of age is limited to €3,000 for funeral expenses and up to the amount set in the Policy Schedule for permanent disability.

The indemnification limit is set as follows:

a) In the event of death: When it is proven that the death is the consequence of an accident guaranteed by the policy the Insurer shall pay the sum set in the Policy Schedule, provided that the death occurs within one calendar year of said accident.

If after payment of an indemnification for permanent disability the Insured dies as a result of the same loss event, the Insurer shall pay the difference between the amount paid for disability and the sum insured for the event of death, if the latter is greater.

b) In the event of permanent disability: The Insurer shall pay the total amount insured in the event of permanent total disability and the proportional part in the event of permanent partial disability.

The following table is established for the purpose of assessing the respective degree of disability:

b.1 Loss or disabling of both arms or both hands, or of one arm and one leg, or of one hand or of one foot, or of both legs, or both feet, absolute blindness, absolute paralysis, or any other injury disabling him/her for all work 100%.



b.2 Loss or total paralysis of:

- One arm or one hand	60%
- One leg or one foot	50%
- Complete loss of hearing	40%
- Paralysis of the thumb or index finger	40%
- Loss of sight in one eye	30%
- Loss of the thumb of one hand	20%
- Loss of the index finger of one hand	15%
- Deafness of one ear	10%
- Loss of any other finger	5%

In cases not listed above and for partial losses, the degree of disability shall be set in proportion to the severity of the loss compared to the listed disabilities. In no event may the compensation for partial disability exceed that for permanent total disability.

The degree of disability must be finally determined within one year of the date of the accident.

For the purposes of assessment of the actual disability of an affected member or organ, the occupational situation of the Insured shall be disregarded.

If the Insured had physical defects before the accident, the disability caused by said accident cannot be classified as of a higher degree than it would be if the victim were a normal person from the point of view of body integrity.

6.2 Payment of student loans

If the Insured is a full-time student and, as a result of an accident abroad or sudden accidental bodily injury caused solely and directly by external, violent and visible means, the Insured dies or suffers permanent loss of sight in one eye, permanent loss of a limb or total permanent disability, the Insurer shall pay, up to the limit stated in the Policy Schedule or Insurance Certificate, the amount that the insured student would have paid for the Student Loan.

The Insurer reserves the right to request medical information from the Insured or to demand that the Insured be examined by a doctor or specialist from its Network.

7.1 Private civil liability

The Insurer shall bear the cost, up to the limit of €60,000, of any monetary indemnities which, according to articles 1,902 to 1910 of the Spanish Civil Code or similar provisions of foreign legislations, the Insured, as a private person, would be obliged to pay as civil liable for bodily or material damages to third parties, their



animals or possessions caused involuntarily during the journey. For the purposes of this clause the following persons do not constitute third parties: the Policyholder, other persons insured under this policy, their spouses, legally registered domestic partners, ascendants and descendants or any other relative who lives with any of the aforesaid and their partners, employees and any other person who, de facto or under law, is dependent on the Policyholder or the Insured while acting within the scope of said dependency.

This coverage includes payment of court costs and expenses and posting of bail required of the Insured.

8.1 Search and rescue

If the insured is lost during the insured trip, the Insurer shall be responsible for the amounts – up to the amount indicated in the Policy Schedule and Insurance Certificate – demanded for search and rescue operations by the community's public or private mountain rescue bodies.

ARTICLE III. CONTRACT LIMITS EXCLUSIONS

A. General exclusions relating to all guarantees

Guarantees and services not requested from the Insurer and which are claimed without agreement of or by the same, except in cases of force majeure or proven material impossibility.

- **Refusal or delay in transporting the Insured decided by the Insurer's medical team for reasons attributable to the Insured or persons accompanying the same.**
- **In the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crime not derived from a traffic accident, restrictions on free movement or any other case of force majeure unless the Insured proves that the loss is not related to said events.**
- **Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.**
- **Taking part in the following sports, including as an amateur, during the period between the start and end dates of the trip: mountaineering, boxing, parachuting, hang gliding, gliding, polo, rugby, shooting, sailing, judo, bobsleigh, speleology, scuba diving, martial arts, heliskiing, off-piste skiing, motor sports and so-called adventure sports and high-risk sports.**

**If the Adventure Sports supplement is contracted, see the list of covered sports in the previous definition.*

- **Accidents or breakdowns occurring during participation in official or private sports competitions including training, testing and/or dares related to the same during the period between the start and end dates of the trip.**
- **Injuries and illnesses occurring during the period between the start and end dates of the trip in the exercise of a profession of a manual nature, or injuries occurring during participation as a volunteer in non-profit entities.**
- **Psychic, mental or nervous illnesses with or without hospitalisation.**



- **Rescue of people at sea, in the mountains or in the desert.**
- **Loss and damage caused by radiation from nuclear transmutation or disintegration or radioactivity.**
- **The obligations of the Insurer pursuant to the coverage of this policy end the moment the Insured returns to his/her habitual residence or has been admitted to a medical centre no further than 25 km from the aforesaid residence.**
- **Illnesses or injuries that occur as a result of pre-existing, serious or chronic diseases with risk of aggravation suffered by the Insured and complications or relapses of the same, except as provided in subsection d) of guarantee 01.02.**
- **Suicide or illnesses and injuries resulting from attempted suicide or self-inflicted injuries by the Insured and those directly or indirectly resulting from criminal actions committed by the Insured.**
- **The treatment of illnesses or pathological states produced by intentional ingestion or administration of alcohol, drugs, narcotics, or the use of medication without medical prescription.**
- **Expenses for any type of prosthesis, orthosis, dental repairs and pieces, spectacles and contact lenses.**
- **Childbirth and pregnancies, except for unforeseeable complications within the first seven months.**
- **Any type of medical or pharmaceutical fees or expenses costing less than €10.**
- **Burial and ceremonial services in connection with the transport or repatriation of deceased persons.**
- **Natural disasters.**
- **Driving vehicles over 50 cc without the applicable Personal Accident Insurance (PAI).**
- **All expenses incurred when the insured trip is a SEA CRUISE are excluded from this policy.**
- **The Insurer shall not be obliged to provide coverage, reimburse expenses or assume any assistance whatsoever when the supply, payment or rendering thereof exposes the Insurer to a sanction, prohibition or restriction under any United Nations Resolution or pursuant to commercial and economic embargoes, sanctions, laws or any other regulation promulgated by the European Union, the United Kingdom or the United States of America.**

B. General exclusions relating to the travel cancellation guarantee

The travel cancellation guarantee shall not cover travel cancellations caused by the following circumstances:

- **Cosmetic plastic surgery, detoxication, contraindication to flying, contraindication or failure to be vaccinated, the impossibility of following the recommended preventive medicinal treatment in certain destinations, voluntary interruption of pregnancy, alcoholism, use of drugs and narcotics unless they have been prescribed by a doctor and taken as prescribed.**
- **Mental, psychological or nervous illnesses and depression, with or without hospitalisation, of the Insured or his/her relatives.**
- **Participation in competitions, contests, dares, fights, crimes or duels.**
- **Chronic or pre-existing illness of the Insured.**



- Chronic, pre-existing or degenerative diseases of the relatives of the insured described in these General Conditions not insured by these policies.
- Epidemics in the destination country.
- Failure to provide the essential documents for the trip (passport, airline tickets, certified vaccination visas) for any reason whatsoever.
- Intentional acts, self-inflicted injuries, suicide or attempted suicide by the Insured.
- Wars (declared or not), riots, acts of terrorism, the effects of radioactivity, popular movements, strikes and the conscious or intentional non-observance of official prohibitions.
- Refusal by the Insured to receive a visit from a medical expert when the Insurer determines the need for it.
- High-risk pregnancies are excluded.
- False or fraudulent invoices.
- All expenses incurred when the insured trip is a SEA CRUISE are excluded from this policy.

C. Exclusions relating to the civil liability guarantee

The private civil liability guarantee 08.04 does not include:

- In the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crime not derived from a traffic accident, restrictions on free movement or any other case of force majeure unless the Insured proves that the loss is not related to said events.
- Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.
- Loss and damage caused by radiation from nuclear transmutation or disintegration or radioactivity.
- Any type of liability of the Insured for driving motor vehicles, flying aircraft and sailing boats and for the use of firearms.
- Civil liability derived from all professional, trade union, political or associative activities.
- Fines or sanctions imposed by courts or authorities of any kind.
- Taking part in any sport as a professional and the following sports as an amateur: mountaineering, boxing, parachuting, hang gliding, gliding, polo, rugby, shooting, sailing, judo, bobsleigh, speleology, scuba diving, martial arts, heliskiing, off-piste skiing, motor sports and so-called adventure sports and high-risk sports.
**If the Adventure Sports supplement is contracted, see the list of covered sports in the previous definition.*
- Damage to objects entrusted to the Insured for any reason whatsoever.
- All expenses incurred when the insured trip is a SEA CRUISE are excluded from this policy.



D. Exclusions related to luggage:

- Theft, loss or simple misplacing due to carelessness or lack of attention attributable to the Insured.
- Loss, theft or damage to luggage left in an unattended vehicle without signs of forcing.
- Objects not mentioned in the original police or public transport company report.
- Objects not accompanied by the associated original invoice.
- Loss, theft or damage as a result of actions by official organisations or legally constituted authorities.
- Spectacles, contact lenses, hearing aids, dental appliances, medicines, orthopaedic devices.
- Cash, credit cards, identity documents or official documents and valuables.
- Normal wear and tear.

E. Exclusions relating to accident guarantees

The guarantee for death or permanent disability due to accident does not include the following:

- Bodily injuries that occur in a state of mental derangement, paralysis, stroke, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis and, in general, of any injury or illness that diminishes the physical or mental capacity of the Insured.
- Bodily injuries as a result of criminal actions, provocations, quarrels, - except in cases of self-defence - duels, recklessness, dares or any risky or reckless undertaking, accidents as a consequence of declared or undeclared war events, popular riots, earthquakes, floods and volcanic eruptions.
- Diseases, hernias, lumbago, intestinal strangulation, the complications of varicose veins, poisoning or infections not directly and exclusively caused by an injury within the scope of the covers under the insurance.
- The consequences of surgery or treatments that are not necessary to cure suffered accidents, and those pertaining to personal care.
- Involvement in the following sports: Speed or endurance racing, aeronautical ascensions and travel, climbing, speleology, horseback riding, polo, wrestling or boxing, rugby, spearfishing, parachuting, heli-skiing, off-piste skiing and any high-risk game or sports activity*.
**If the Adventure Sports supplement is contracted, see the list of covered sports in the previous definition.*
- Use of two-wheel vehicles of a cubic capacity in excess of 50 cc.
- The exercise of a professional activity excluding commercial, artistic and intellectual pursuits.
- Any person intentionally causing the loss event is excluded from the benefit of the covers under this policy.
- Aggravation of injuries resulting from an accident that occurred prior to the insurance contract date is expressly excluded.
- Countries in a state of war or siege, insurrection or warlike conflict of any kind or nature, declared or not, and that are specifically mentioned on the invoice or in the Policy Schedule are excluded from the guarantees set forth in this policy.



- **The Insured hereby expressly agrees that the obligations of the Insurer pursuant to the coverage of this policy end the moment the Insured returns to his/her habitual residence or has been admitted to a medical centre no further than 25 km from the aforesaid residence. (15 km in the Balearic and Canary Islands).**

MAXIMUM ACCRUAL:

The maximum compensation for a single claim under this policy shall not exceed €120,000.

ARTICLE IV. ADDITIONAL PROVISIONS REGARDING ALL GUARANTEES

To ensure that the Insurer provides the benefits inherent in the above guarantees the Insured must request the intervention of the former within seven (7) days of the incident by calling any of the telephone numbers indicated in the information provided once the insurance policy has been contracted (call may be made collect).

The following information must be included in the telephone request for assistance:

- Name of the Insured and the Policyholder
- Policy number
- Current location
- Telephone number
- Type of assistance required

Once the emergency call is received, the Insurer shall immediately activate the appropriate mechanisms enable its international organisation to assist the Insured directly wherever he/she is located.

- **The Insured has the duty of attempting to reduce the consequences of the loss by any means at his/her disposal in compliance with Article 17 of the Insurance Contracts Act.**

The agreed indemnities for the aforesaid guarantees shall be effective regardless of any other insurance that the Insured may have. Said indemnities shall be subject to the Insurer's right of subrogation with respect to other contracts into which the Insured may have entered covering the same risks or of the social security benefits or those of any other collective prevision regime.

Please inform the Insurer by telephone, telex or telegram if the injuries or illness merit a request for repatriation or transport. Provide the following information:

- **Name,**
- **Address**
- **The telephone number of the doctor and/or hospital that is treating the insured patient or where he/she is located**

Provide the Insurer with the following supporting documents if medical, pharmaceutical and/or hospital care are required:

- **Certificate of the competent Medical Authority**
- **Invoices and fees notes**
- **Detailed statement of the illness or accident**



Immediately transmit to the Insurer all warnings, summonses, requirements, letters, citations and all judicial or extrajudicial documents in general that, due to an event that gives rise to the liability covered by the insurance, are addressed to the Insured or to the person responsible for the incident.

In case of theft, report the incident to the local police within forty-eight hours of becoming aware of the incident.

The Insurer will not be liable for delays or failures in compliance due to force majeure or the special administrative or political characteristics of a country. At all events, if direct action by the Insurer is impossible due to force majeure or the other reasons given above, the Insured shall be reimbursed for the expenses incurred and any other contractual guarantee by submitting the required supporting documents upon return to his/her country of habitual residence or, as required, once he/she is in a country where the above circumstances are not present.

Except in the situations mentioned above, it is an indispensable condition that the Insurer be immediately notified of the accident and the medical and health transport benefits shall only be made available with prior agreement between the doctor of the hospital that is treating the Insured and the Insurer's medical team.

In relation to transport or repatriation expenses and in the event that the Insureds are entitled to reimbursement for the proportion of the unused ticket (air, sea, etc.) in their possession, said reimbursement shall revert to the Insurer.

The agreed indemnities for the aforesaid guarantees shall be effective regardless of any other insurance that the Insured may have. Said indemnities shall be subject to the Insurer's right of subrogation with respect to other contracts into which the Insured may have entered covering the same risks or of the social security benefits or those of any other collective provision regime.

Commencement and term of the contract.

The contract shall come into force on the date indicated in the Policy Schedule.

The contract shall be valid for the period indicated in the Policy Schedule.

Non-compliance.

In the event of non-compliance by the Policyholder or the Insured with the duties mentioned in the previous point, the Insurer may only claim loss and damage unless the law provides otherwise.

Insurance certificates.

The Insurer shall issue the associated Insurance Certificate which shall include the data of the Policyholder and the Insured, the policy validity dates, the territorial validity, the type of travel and the guarantees and limits covered.

ARTICLE V. RIGHT OF WITHDRAWAL

The Insured shall have fourteen days from the policy contract date to withdraw from the same pursuant to the provisions of Act 22/2007 of 11 July on remote marketing of financial services for consumers. The above notwithstanding, the right of withdrawal shall not apply to travel policies with a duration of less than one month.

The Insured may exercise the right of withdrawal by notifying the Insurer before the end of the term indicated in the previous paragraph by a procedure that enables said notification to be recorded in any way



admitted by law. Notification shall be considered to have been made on time if performed in writing or on a durable support which is available and accessible to the Insurer.

Once the right of withdrawal has been exercised, the insurer will return the part of the premium not consumed corresponding to the period between the notification of the right of withdrawal and the end of the initial validity period of the policy. The insurer shall have 14 calendar days from the notification of withdrawal to pay said amount.

ARTICLE VI. SUBROGATION

The Insurer shall be subrogated in the rights and actions inherent to the Insured up to the total cost of the services provided for the events that lead to the intervention of the former.

ARTICLE VII. JURISDICTION

As stated in the Policy Schedule, for the purposes of this contract, the Insured and Inter Partner Assistance shall be governed by Spanish legislation and jurisdiction.

The judge of the domicile of the Insured shall have the jurisdiction to examine actions resulting from this contract.

ARTICLE VIII. PERSONAL DATA PROTECTION

Pursuant to current personal data protection regulations, you are hereby informed that any personal data provided to the Insurer by the Policyholder and the Insureds will be processed by INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA (hereinafter, the “**Insurance Company**”) domiciled in Madrid at calle Arequipa nº 1, planta 3ª, Esc. 2, 3 and 4, 28043, in its capacity as data controller, for:

- Arrangement of the insurance.
- Management of the insurance activity and performance of the insurance contract.
- Provision of assistance and services as described in the insurance contract.
- Processing of claims, management of reimbursements or compensation.
- Processing of complaints and claims.
- Recording of calls for provision of the assistance service and quality control. Conducting of surveys and requests for opinions regarding our products and services.
- Technical studies for the analysis of claims and premiums, tariff calculation, support for the underwriting process and consolidation of financial reports (including regulatory matters).
- Sending of commercial communications on the Insurer's products and/or services.
- Prevention of fraud and money laundering.
- In addition, the data will be processed in order to comply with any legal obligation incumbent upon it, specifically obligations connected with regulation of the insurance market, financial markets, commercial and tax regulations or the regulation of healthcare provision, among others.

The data will be stored throughout the contractual relationship and even afterwards for the time required by applicable law and until the expiry of any legal liabilities that may arise therefrom. Nonetheless, for the purposes of conducting surveys and requesting opinions on our products and services, and for sending commercial communications, the data will be stored for a maximum of two years or until objection is made to the aforementioned processing.



Note that, for the performance of the insurance contract itself and for the purpose of providing assistance, the health data of both the policyholder and insureds under the policy may be processed.

The Policyholder represents that the data provided to INTER PARTNER ASSISTANCE S.A. are accurate and truthful and agrees to notify INTER PARTNER ASSISTANCE S.A. of any change or modification thereto. Unless otherwise indicated, the responses to the questions asked by INTER PARTNER ASSISTANCE S.A. following the request and arrangement of this contractual relationship are mandatory. Any refusal to provide the required data shall lead to the impossibility of processing the operation.

With regard to the origin of the data, these may be provided to the Insurer by the data subject or the insurance policyholder at any time during the relationship (pre-contractual and contractual) with the Insurer for the aforementioned purposes. In addition, as part of the management of the policies taken out and, where applicable, the handling of claims, personal data may be received from policyholders, insureds and third parties, including through the providers of the services covered by the policies, such as medical centres and professionals.

The Policyholder expressly accepts and authorises, through payment of the premium, that the personal data provided may be processed for the aforementioned purposes. In the event that the data provided refer to natural persons other than the Policyholder/Insured, he/she declares that he/she has informed them of the terms of this clause and obtained the consent thereof for the processing of their data, in accordance with the purposes set out in the policy. In the specific case of those under legal age, if the Policyholder/Insured is not the legal representative of the minor, he/she undertakes to obtain their express consent.

The Insurer likewise warrants that the data provided by the applicant will not be processed for any purpose other than those established above, nor will they be sold under any circumstances.

The legitimate basis for processing your personal data and the data of the insureds under the policy for the purposes described above is the performance of this contract, except for the conduct of surveys and requests for opinions on our products and services, the performance of technical studies for the analysis of claims and premiums, tariff calculation and the sending of commercial communications about the Insurer's products and/or services, in which case the processing of your personal data is legitimised in the legitimate interest of the Insurer. Lastly, for the prevention of fraud and money laundering and in compliance with the legal obligations of the Insurer, the legitimate basis is compliance with a legal obligation.

You are hereby informed that the data requested by the Insurer are necessary for the performance of the insurance contract and, hence, if these are not provided or erroneously provided, the Insurer will be unable to fulfil the purposes described above. You are also informed that your data may be obtained by you and by third parties, such as the hospitals that you visit.

Your data may be disclosed to:

- Public Authorities and Judges and Courts, in the cases provided for by law.
- Other entities of the AXA Group.



- Public or private bodies related to the insurance sector for statistical, actuarial and fraud prevention purposes in risk selection and claims settlement, under Article 99 of Act 20/2015, of 14 July, on regulation, supervision and solvency of insurance and reinsurance entities.
- Providers of assistance services, such as providers in the health, hotel, transport, logistics, legal and other services sectors, where necessary for the performance of the services or obligations under the insurance contract.

For cases where we may have to transfer your data to an entity of the group located outside Spain or the European Economic Area, such transfers will adhere to the binding corporate rules of the AXA Group (AXA Group BCR) to which we belong; these rules guarantee appropriate protection. You can consult the AXA Group BCR in the privacy policy of our website, a link to which is provided at the end of this clause. If the BCR cannot be applied, we will ensure that a level of protection similar to that required under Spanish data protection legislation is applied to your data.

The Policyholder/Insureds may exercise their rights of access, rectification, erasure and objection, restriction of processing or request portability from the Insurer and may withdraw their consent without this affecting the lawfulness of previous processings. You may exercise the aforementioned rights and contact our Data Protection Officer by writing to the Personal Data Protection Department of the Insurer, with address at calle Tarragona 161, 08014 Barcelona, or by sending an e-mail to protecciondedatos@axa-assistance.es

The above notwithstanding, the Policyholder and the Insureds may file a claim with the Spanish Data Protection Agency should they consider the Insurer to have violated their data protection rights.

Our full privacy policy is available at <https://corp.axa-assistance.es>

ARTICLE IX. CUSTOMER SERVICE DEPARTMENT

In accordance with the provisions of Ministerial Order ECO/734/2004, INTER PARTNER ASSISTANCE, S.A. SUCURSAL EN ESPAÑA has a Customer Service Department for management of complaints and grievances arising from the application of this insurance contract and raised by the policyholder, the insured or their beneficiaries and injured third parties.

Complaints and grievances may be submitted by writing to the Customer Service Department located at Calle Tarragona, 161, 08014 Barcelona, Spain or by e-mail to atencion.cliente@axa-assistance.es.

The period of response by the Insurer shall be two months from receipt of the complaint or grievance.

Once said period has elapsed without an answer from the Insurer, or in the event of disagreement, you may submit the complaint or grievance to the Grievances Service of the Directorate-General for insurance and Pensions Schemes, located at Paseo de la Castellana, 44, 28046 Madrid, Spain.

ARTICLE X. CALL RECORDING

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, in its capacity as Data Controller, informs the Policyholder that, in order to guarantee the performance and quality of services provided to customers and to combat fraud, incoming and outgoing calls may be recorded, to be held in the safekeeping of INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, for the period legally established for this purpose. The Policyholder shall inform the Insured with regard to said recordings.



The Policyholder hereby authorises INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA to record the aforesaid calls.

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, guarantees to the Policyholder that said recordings will be stored and protected in accordance with the provisions of the personal data protection regulations in force, furthermore giving an undertaking to make no misuse thereof, nor to disclose them by any public or private means of distribution.