# GENERAL CONDITIONS OF INDIVIDUAL CERTIFICATE POLICY NO. 07690000975

## **GEOGRAPHICAL COVERAGE**

As stated in the individual certificate of insurance

## **SCOPE AND DEFINITION OF COVERAGE**

#### Medical, surgical and pharmaceutical expenses

The insurer shall meet the costs, up to the limit established in the individual certificate of insurance, of the medical, pharmaceutical, hospital and ambulance expenses required by the insured during the journey as a consequence of illness or accident occurring during the said journey.

In cases of life-threatening emergency due to an unforeseeable complication of a chronic or pre-existing illness, the expenses will be met until the condition stabilises, enabling the journey to be continued or the patient to be transferred to his/her home or the hospital nearest to it. Dental expenses are in all cases limited to those stipulated in the individual certificate of insurance.

Mental illnesses are included: out-patient medical costs of up to 1,800 euros, and medical costs due to hospitalisation of up to 6,000 euros.

## Repatriation

In the event of the insured suffering from an unexpected accident or illness, the insurer will meet the costs of transportation to a hospital with the necessary facilities, or to the insured's home.

The insurer's medical team will also contact the physician treating the insured, and ensure that the appropriate care is provided. If the insured is admitted to a hospital that is distant from his/her usual place of residence, the insurer will meet the costs of transportation to his/her home when this is possible.

The decision regarding the means of transport to be used in each case will be by the insurer's medical team, depending on the urgency and severity thereof. When the patient is in a hospital with the adequate infrastructure to provide satisfactory treatment for the health problem presented by the insured, repatriation or medical transport of the insured may be postponed for a sufficient length of time to alleviate the seriousness of the problem, and enable the transfer to take place under better medical conditions.

In the event of the death of the insured, the insurer will meet the costs of the arrangements and the preparation and transportation of his/her remains in a zinc coffin from the place of death to the place of burial in the insured's country of residence.

The insurer will also make arrangements for the transportation of the other insured parties accompanying him/her to their homes, in the event that the insured's death means that it is physically impossible for them to return by the initially planned means.

This coverage does not include expenses for the usual coffin, interment and funeral expenses.

## Travel by a companion due to hospitalisation

When the insured has been hospitalised and a hospitalisation period of more than five days is anticipated, the insurer will provide a family member of the insured with a round trip ticket from his/her home, in order to accompany the insured.

The insurer will meet the costs of the accompanying family member's accommodation in a hotel when accompanying the hospitalised insured party, upon submission of the appropriate supporting documentation, up to a maximum of 10 days and up to the total limits per day stipulated in the relevant paragraph in the individual certificate of insurance. In the event of the insured being repatriated, the insurer will organise and meet the costs of the companion's return journey travel with the insured as far as the insured's usual place of residence.

#### Return to the usual place of residence due to death of a family member

If the insured has to interrupt his/her journey due to the death of a family member (up to the second degree of consanguinity), the insurer will meet the costs of transportation to the usual place of residence.

#### Shipment of medication

If the insured who has travelled abroad has availed him/herself of the healthcare coverage, the insurer will seek and send the necessary medicine by the quickest means, in the event that it is unavailable in the country where the healthcare is being provided.

## Conveying of urgent messages

The insurer will convey the urgent messages given to it by those insured arising from the events covered by the policy.

#### Location of luggage

In the event of lost luggage, the insurer will provide assistance with requesting and handling its search and location, and will meet the shipping costs to the insured's home address.

#### **Travel assistance**

When the insured requires any information concerning the countries he/she plans to visit, such as: entry formalities, visas, currency, economic and political system, population, language, health situation, etc., the insurer will provide this general information, upon request by means of a telephone call, with reverse charges if desired, to the number stipulated by the insurer.

## **Civil liability**

The insurer shall meet the costs, up to the sum stated in the individual certificate of insurance, of the financial compensation that the insured is obliged to meet in accordance with Articles 1902-1910 of the Spanish Civil Code or similar provisions under foreign law, as a private individual, as the party with civil liability for bodily injuries or material damage caused involuntarily during the journey to the persons, animals or property of third parties. Spouses, common law partners registered as such in an official Register, and the policyholder are not considered third parties.

#### **Accidents**

The insurer guarantees payment of the relevant compensation for death or permanent total disability to which the insured may be entitled as a result of accidents occurring during the journey and time spent away from his/her usual place of residence, up to the amount insured in the individual certificate of insurance.

In case of death: when it is proven that the immediate death, or death occurring within one year of the accident taking place, is the result of an accident covered by the policy. If the insured person dies after the payment of compensation for permanent total disability as a result of the same accident, the insurer will pay the difference between the amount paid for disability and the amount insured in case of death, when that sum is larger.

In cases of permanent total disability, the insurer will pay the total amount insured when this disability occurs within the policy coverage period. Permanent total disability is deemed to be the irreversible physical state caused by an accident, taking place against the will of the insured, leading to the latter's complete inability to engage in any permanent professional employment or occupation. In the event of death, the beneficiaries will be the legally stipulated parties, and in case of disability of the insured person.

## **Luggage – Material losses**

The insurer guarantees payment of the relevant compensation for the material losses to luggage during the journey and time spent away from the insured's usual place of residence, up to the amount insured in the individual certificate of insurance, as a consequence of:

- Robbery (for these purposes, robbery is only understood to mean robbery committed by force, intimidation of people or forced entry).
- Faults or damage caused directly by fire or robbery.
- Damage and permanent total or partial loss caused by the carrier. In periods of more than 90 consecutive days spent away from the usual place of residence, the luggage is only covered on return trips to Spain.

Luggage left in insured motor vehicles is insured only if it is left in the car boot and if the car boot is locked. Between 10 pm and 6 am, the vehicle must be inside a closed and guarded car park; vehicles entrusted to a carrier are not subject to this restriction.

The insurance will under no circumstances cover the theft of luggage stolen from vehicles with no car boot with independent locking, such as vans, minivans, sports utility vehicles or similar. Valuables left inside the car boot of a vehicle shall only be covered when the vehicle is parked in a garage or private car park.

Valuables are covered for up to 50% of the sum insured on the luggage as a whole. Valuables are deemed to be jewellery, watches, precious metal objects, furs, paintings, art objects, silver and precious metalwork, unique items, mobile phones and accessories, photography and video cameras and accessories, radio, recording and sound and image reproduction equipment, and the accessories thereof, computer equipment of all types, models and remote control accessories, rifles, shotguns and their optical accessories and medical devices.

Jewellery and furs are only covered against theft, and only when they are deposited in the safe of a hotel or when carried on the person of the insured.

This coverage will be settled at first loss.

#### Delayed delivery of luggage

Subject to presentation of invoices, the insurance policy covers the duly justified purchase of the necessary items as a result of a delay of 24 or more hours in the delivery of checked luggage for whatever reason, up to a maximum of 10 percent of the insured amount, without exceeding the limit stipulated in the individual certificate of insurance. In the event that the delay occurs on the return journey, it will be covered only if delivery of luggage is delayed by more than 48 hours from the time of arrival.

## **Luggage – Loss of documents**

Justified expenses incurred by the insured during the journey when obtaining replacement credit cards, bank cheques, travel tickets, petrol vouchers, transport tickets, passports and visas, due to the loss or theft thereof during a journey or period spent away from their habitual place of residence are covered up to the limit established in the individual certificate of insurance *Loss of documentation management fees*.

Damages resulting from the loss or theft of these documents or their misuse by third parties, and the additional costs other than those directly related to obtaining duplicates are not subject to this coverage, and will consequently not be compensated.

## Travel delays

These coverages are not cumulative or complementary, as after the first grounds for compensation for delay have arisen, the others are no longer applicable, provided that they originate in the same cause. The expenses covered by this coverage refer in all cases to those incurred at the place where the delay occurs.

Departure: When the departure of the means of public transport chosen by the insured is delayed by at least six hours, the insurer shall, upon presentation of invoices, provide compensation for the additional hotel, meals and transportation expenses incurred as a result of the delay, up to a maximum of 270 euros.

Cancellation due to strikes: Wen the departure of the means of public transport chosen by the insured is cancelled due to a strike or social conflict, the insurer, shall, upon presentation of invoices, provide compensation for the additional expenses incurred by the insured in order to return to his/her home up to a maximum of 90 euros.

Delay: If the means of public transport is delayed due to technical failure, inclement weather or natural disasters, intervention by the authorities or others by force, and as a result of this delay the connection with the following means of public transportation stipulated and provided for on the ticket is impossible, the insurer will pay up to a maximum of 150 euros for expenses incurred during the waiting period.

Missed connections: If the means of public transport is delayed due to technical failure, inclement weather or natural disasters, intervention by the authorities or others by force, and as a result of this delay the connection with the following means of public transportation stipulated and provided for on the ticket is impossible, the insurer will pay up to a maximum of 90 euros for expenses incurred during the waiting period.

Missed transport due to accident: If the insured misses the planned public means of transport as a result of an accident on the public or private means of transport on which the insured is travelling to the airport, seaport or railway or bus station, the insurer will pay up to 90 euros for expenses incurred during the time necessary to make the connection with the following means of transport.

Delay due to overbooking: If the insured is refused boarding against his/her will as a result of the carrier having sold more seats than those actually existing, and therefore suffers a delay of more than six hours in the use of means of transport, the insurer will reimburse the expenses incurred during the wait for the departure of the subsequent means of transport, on presentation of the invoices and up to a maximum of 90 euros.

Delay on arrival: When the arrival of the means of public transport chosen by the insured is delayed over schedule by over three hours, the insurer will, up to the limit stipulated in the individual certificate of insurance, reimburse the justified and incidental expenses generated by such a delay, to continue or complete the journey, provided that these expenses have not been paid by the carrier responsible for the delay.

Alternative transport due to failure to meet a connection: If the means of public transport is delayed due to technical issues, a strike or social conflict, inclement weather or natural disasters, extraordinary natural phenomena, intervention by the authorities or others by force, and as a result of this delay the connection with the following means of public transportation stipulated and provided for on the ticket is impossible, the insurer will pay up to a maximum of 300 euros for transport expenses to the place of origin or alternative transport costs to the final destination.

#### **Extension of hotel stay**

If the insured is sick or injured and is unable to make the return journey as scheduled, as decided by the medical team of the insurer based on their contacts with the attending physician, the insurer will meet the initially unforeseen expenses arising from prolonging the stay at the hotel, up to a maximum of 5 days and up to the total limits and the limits per day stipulated in the individual certificate of insurance.

#### **Funeral expenses**

The insurer will meet the costs, subject to justification and up to the limit set at the individual certificate of insurance, of the burial or cremation of the deceased insured party during the trip, wherever death occurred and whatever the cause. This coverage excludes the payment for the usual coffin.

## Return to the usual place of residence due to hospitalisation of a family member

If the insured has to interrupt his/her journey due to the hospitalisation of a family member (up to the second degree of consanguinity) as a result of an accident or serious illness requiring hospitalisation for at least 5 days, and this hospitalisation has occurred after the start date of the journey, the insurer will meet the costs of transportation to the usual residence.

## Return to the usual place of residence due to a serious event in the home or professional office

The insurer will provide the insured with a transport ticket to return to his/her home, in the event that the latter has to interrupt his/her journey due to serious damage to his/her primary residence or professional office, caused by fire, provided that this has led to intervention by the fire brigade, a theft that has taken place and been reported to the police, or severe flooding, making his/her presence essential, and when these situations cannot be resolved by close relatives or trusted people, and provided that the event has occurred after the start date of the trip.

## **EXCLUSIONS**

Coverage and services that have not been requested from the insurance company and which have not been provided by or with its agreement, except in cases of force majeure or material impossibility.

Events arising due to fraud on the part of the insured, the policyholder, the beneficiaries or persons travelling with the insured.

Claims arising in the event of wars, pandemics, demonstrations and popular movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not resulting from a traffic accident, restrictions on free movement or any other force majeure unless the insured proves that the claim is unrelated to those events.

Accidents arising from official or private sports competitions, training, practicing and betting, as well as engaging as an amateur in high-risk sports such as mountaineering, climbing, caving, skiing, surfing, motocross, speed or endurance racing, aeronautical flight or travel, gliding, hang gliding, polo, wrestling or boxing, rugby, deep sea fishing, parasailing and other sports with a similar degree of risk.

Claims arising from radiation from nuclear transmutation or disintegration, or radioactivity.

Except as stipulated in the "Scope and Definition of Coverage" section, diseases or injuries arising as a result of chronic conditions or conditions existing prior to the journey, and complications or relapses thereof.

Suicides, illnesses and injuries resulting from attempts thereof, or illnesses and injuries intentionally inflicted by the insured on him/herself.

Expenses incurred in any type of prosthesis.

Births.

Pregnancies, except for unforeseen complications in the first 24 weeks of gestation.

Periodic preventive or paediatric medical check-ups.

Any type of medical or pharmaceutical expenses occurred as a result of fraud by the insured, or neglect of treatment that makes deterioration of health foreseeable. The insurer shall not under any circumstances meet the costs of medical or pharmaceutical expenses amounting to less than €15.

Alternative medical treatments such as acupuncture, homeopathy, etc. are excluded.

Any liability for which the insured is responsible as a result of driving motor vehicles, aircraft and ships as well as using firearms.

Civil liability arising from any professional work other than the purpose of the contract, or trade union, political or associative activity.

Fines or penalties imposed by courts or authorities of all kinds. For Luggage – Material Losses: Goods and materials for professional use, currency, banknotes, travel tickets, stamp collections, bonds of any type, identity documents and in general all documents and securities on paper, credit cards, tapes and/or discs with memory, documents recorded on magnetic or filmed tape, professional collections and equipment, dentures, glasses and contact lenses are excluded. Personal computers are not considered professional material for these purposes.

#### Also excluded are:

- Theft, except inside hotel rooms or apartments, when these are locked. For these purposes, theft is understood to mean robbery committed as a result of inattention, with no violence or intimidation against people or forced entry involved.
- Damage due to normal or natural wear and tear, inherent defects, or improper or inadequate packaging. Damage caused by the slow action of the elements.
- Losses arising from an object not entrusted to a carrier having simply been lost or forgotten.
- Theft arising as a result of camping or caravanning on unofficial campsites, and valuables of any kind are totally excluded during camping of any kind.
- Damage, loss or theft resulting from personal effects and belongings being left unattended in a public place or in a place used by various occupants.

- Breakage, unless caused by an accident of transportation, due to simple theft or with burglary, involving armed assault, fire or the extinguishing thereof.
- Damage directly or indirectly caused by acts of war, civil or military unrest, riots, strikes, earthquakes, pandemics and radioactivity.
- Damage caused intentionally by the insured, or due to the latter's gross negligence and damage caused by spillage of liquids inside the luggage.
- All motor vehicles and their fittings and accessories.

#### **CLAIMS**

To benefit from any of these coverages, please call the ERV 24-hour telephone hotline 91 344 11 55, reversing the charges within 7 days, except in cases of force majeure.

Medical and medical transportation services must be provided subject to agreement with the insurance company.

## **INSTRUCTIONS TO FOLLOW WHEN MAKING A CLAIM**

#### 1. For assistance

Request assistance by telephone, stating the name of the INSURED, the insurance policy number (07690000975), your location and telephone number, and giving a description of your problem. FROM SPAIN, CALL 91 344 11 55 AND FROM ABROAD CALL: + 34 91 344 11 55. FAX: + 34 91 387 46 09. E-mail: asistencia@erv.es.

#### 2. For accidents

The incident must be reported to AON: francisco.perezrubio@aon.es. Tel: 961369722. All the justifying documents must be submitted in each case: Certificates, statements, medical reports, etc. AON will request the necessary documentation depending on the claim. The event must be reported on returning from the journey. AON will deal with the arrangements for the claim with the insurance company.

#### 3. Civil liability

The incident must be reported to AON: francisco.perezrubio@aon.es. Tel: 961369722. You must submit a written statement giving details of the events and provide the documents that have been presented by those affected, indicating their names and addresses. No claim should be accepted, negotiated or rejected without specific authorisation from the insurer. The event must be reported on returning from the journey. AON will deal with the arrangements for the claim with the insurance company.

## 4. For luggage

The incident must be reported to AON: francisco.perezrubio@aon.es. Tel: 961369722.

IN CASES OF THEFT, you will need to provide the official report presented to the Police or Authority where the circumstances occurred.

FOR DAMAGE or loss caused by the carrier, you must provide the certificate issued by the carrier, stating the events that have taken place.

LOSS OF DOCUMENTATION must be reported to the police or competent authority of the place where you are located, and bills for the relevant expenses must be provided. The event must be reported on returning from the journey. AON will deal with the arrangements for the claim with the insurance company.

#### 5. Delay

The incident must be reported to AON: francisco.perezrubio@aon.es. Tel: 961369722.

IN THE EVENT OF DELAY in the departure of the means of transport by 6 hours, you must provide documentary evidence for the claim and invoices for hotel, meals and transportation expenses.

## 6. Loss or theft of keys

The incident must be reported to AON: francisco.perezrubio@aon.es. Tel: 961369722.

IN THE EVENT OF LOSS OR THEFT of keys to your residence on the return trip, you must provide the INSURER with the invoice paid to the locksmith for his/her work in opening the door.