



# IATI CLASSIC

Travel assistance insurance

# Travel Insurance

## Insurance Product Information Document

Company: Inter Partner Assistance S.A. Sucursal en España

Member state of registry: España, Calle Arequipa, 1, planta 3, esc. 2,3 y 4 Ed Mar de Cristal. 28043 Madrid.

Registration number: E-0196

Product: IATI CLASSIC WITH CANCELLATION



The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Full details about the product is provided in your policy documents.

## What is this type of insurance?

This insurance provides assistance in the event of certain travel emergencies, which impact the safety and security of you, your travel companions or your close relatives.



### What is insured?

- ✓ Medical, surgical, pharmaceutical and hospitalisation expenses: EUR 500,000
- ✓ Advance cover for hospitalisation abroad INCLUDED
- ✓ Emergency dental expenses abroad: EUR 350
- ✓ Travel expenses of a family member in the event of hospitalisation: INCLUDED
- ✓ Stay expenses: family member travel in the event of hospitalisation: EUR 1,260 (EUR 90/day)
- ✓ Expenses for extending Insured Party's hotel stays: EUR 1,260 (EUR 90/day)
- ✓ Transport or repatriation of ill and injured patients: INCLUDED
- ✓ Transport or repatriation of mortal remains: INCLUDED
- ✓ Travel expenses of a family member in the event of death: INCLUDED
- ✓ Stay expenses: family member travel in the event of death: EUR 900 (EUR 90/day)
- ✓ Repatriation of personal items on death: EUR150
- ✓ Transport or repatriation of the other insured parties: INCLUDED
- ✓ Early return of insured party on death or hospitalisation of a family member: INCLUDED
- ✓ Early return of the insured party due to serious losses at the main residence or business premises: INCLUDED
- ✓ Communication of urgent messages: INCLUDED
- ✓ Theft and material damage to luggage: EUR1,000
- ✓ Trip cancellation: EUR 5,000
- ✓ Holidays not enjoyed: EUR 2,000
- ✓ Death due to accident: EUR 15,000
- ✓ Permanent disability due to accident: EUR15,000
- ✓ Third-Party Liability: EUR 30,000



### What is not insured?

- ✗ Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.
- ✗ Psychiatric, mental or nervous disorders, with or without hospitalisation.
- ✗ Rescues of individuals at sea, in the mountains or in the desert.
- ✗ 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
- ✗ Expenses for any type of prosthesis, orthosis, dental repairs and pieces, spectacles and contact lenses.
- ✗ Pregnancy and birth, except for unforeseeable complications in the first seven months.
- ✗ The burial and funeral ceremony expenses.
- ✗ Natural disasters.
- ✗ Prohibition or recommendation not to travel by the Official Authorities
- ✗ If the Insured Party has not been given the mandatory vaccines or medication before departing on the trip.
- ✗ CANCELLATION COVER: Epidemics in the country of destination.
- ✗ This policy excludes all expenses incurred when the trip subject of the insurance is a SEA CRUISE.



### Are there any restrictions on cover?

- ! The policy must be purchased before the travel departure date. If the policy is purchased after the start of the trip, cover will be provided for the trip after 72 hours of the issuing of that certificate.
- ! PERSONAL ACCIDENT COVER: When the Insured Party is less than 14 years of age, this person will not be insured for the risk of death.
- ! PERSONAL ACCIDENT COVER: The maximum benefit under this policy for a single claim may not exceed EUR 120,000.



### Where am I covered?

**The cover of this insurance applies to the entire world, and is valid in specific countries based on the geographical scope chosen. Countries are divided into three groups: Europe and Mediterranean coastal countries, World (excluding USA, Canada and Japan) and Entire World.**



### What are my obligations?

Cause nullity of the contract:

- Pay the premium of the purchased insurance.
- Ensure that the information that was provided to purchase the insurance policy is accurate and matches the actual situation at the time the policy was contracted.

In order for the Insurer to provide the services inherent to the above cover:

- It is essential for the Insured Party to request assistance, within seven (7) calendar days of the time the event occurred
- Provide the documentation required by the Insurer: tickets, invoices and other supporting documents.
- The Insured Party must mitigate the consequences of the incident by using the resources available.
- Immediately transfer to the Insurer all notices, citations, requests, letters, summons and, in general, all in court or out-of-court documents that, as a result of an event giving rise to liability covered by the insurance.



### When and how do I pay?

The insurance contractor is obliged to pay the premium in the moment of the formalisation of the contract.



### ¿Cuándo comienza y finaliza la cobertura?

In temporary insurance, the validity of the travel assistance cover, as regards each Insured Party, is linked to the duration of the trip, i.e. from 00h00 on the departure date to 24h00 on the return date of the trip, as specified in the Particular Terms and Conditions and certificate of the policy

CANCELLATION COVER. This cover must be arranged on the day of confirmation of the trip reservation, or maximum, within seven (7) days after it. The event giving rise to the cancellation of the trip must always occur after the insurance is signed.

MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES COVER. This cover will be valid more than 25 km from the Insured Party's normal address.



### How do I cancel the contract??

The Insured Party will have 14 days after signing to withdraw from the policy pursuant to Spanish Law 22/2007, of 11 July, on remote marketing of financial services intended for consumers. However, the right to withdraw will not apply to travel policies with durations of less than one month.

You may cancel this policy at any time after the Cancellation Period by writing to: [info@iatiseguros.com](mailto:info@iatiseguros.com)

Once the right to withdrawal has been exercised, the Insurer will refund the unused part of the premium corresponding to the period from the date the right of withdrawal was notified to the end of the policy's initial validity period. The Insurer will have 14 calendar days from the notice of withdrawal to pay this sum.

# GROUP TRAVEL ASSISTANCE POLICY

00 03790 00 IATI CLASSIC WITH CANCELLATION

## TERMS OF BUSINESS

### CLAUSE I: DEFINITIONS, DURATION, VALIDITY AND GEOGRAPHICAL SCOPE OF THE INSURANCE

For the purposes of this policy, the following definitions will apply:

**Insurer:** INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH, a member of the AXA Group, with tax identification number W0171985E, with registered office at Edificio Mar de Cristal, Calle Arequipa núm. 1, 3ª planta, Esc. 2, 3 y 4, 28043 Madrid, and insurer key E0196, the issuer of this policy that, in its capacity as the Insurer and by collecting the insurance premium, assumes the cover of the risks of this contract and guarantees its benefits, pursuant to the terms and conditions of the policy.

**Policyholder:** IATI ONLINE SERVICES S.L., with tax identification number B-67038836 and with registered office at C/ Guitard, 43, 4º 2ª, Barcelona (08014) Barcelona, SPAIN, included as such in the policy's Particular Terms and Conditions and insurance certificate, responsible for paying the price of the insurance contract and representing all the insured parties under the policy.

**Broker:** IATI CALZADOS CORREDURIA DE SEGUROS, S.L., with tax identification number B-62273081, with registered office at C/ Guitard, 43, 4º 2ª, 08014, Barcelona, and with broker key J3537 in the Directorate General of Insurance.

**Insured Party:** Each of the individuals listed as such in the Particular Terms and Conditions of the Policy and insurance certificate, beneficiaries of the policy cover signed.

**Policy:** Document stating the terms and conditions of the insurance contract.

**Family members:** Relatives of the Insured Party will be the Insured Party's spouse, de facto partner or person living as such with the Insured Party, and the ascendants or issue of any degree of consanguinity (parents, children, grandparents, grandchildren) of both members of the couple, and in the collateral line, the Insured Party's relatives will only be the siblings with or without a blood relationship, brothers or sisters-in-law, sons or daughters-in-law, or in-laws on both sides of the couple.

**Organiser:** The tourist service provider with which the Insured Party has contracted the journey, such as hotel chains, airlines, tour operators, etc., will have the consideration of organiser.

**Luggage:** Any items that insured parties may carry with them for personal use during the trip, and those issued by the carrier for the trip.

**Valuables:** Valuables are defined as jewellery, watches, precious metals, furs, paintings, works of art, silver and gold artefacts in precious metals, unique objects.

**Electronic and digital equipment:** Cameras and photographic accessories, radios, video or sound recording equipment, telephone and electronic devices, and their accessories.

**Necessities:** This refers to the essential or fundamental goods or products, which cover the basic needs of everyday life.

**Duration of the Insurance:** In temporary insurance, the validity of the travel assistance cover, as regards each Insured Party, is linked to the duration of the trip, i.e. from 00h00 on the departure date to 24h00 on the return date of the trip, as specified in the Particular Terms and Conditions and certificate of the policy.

**Geographical boundaries:** The cover of this insurance applies to the entire world, and is valid in specific countries based on the geographical scope chosen. Countries are divided into three groups: Europe and Mediterranean coastal countries, World (excluding USA, Canada and Japan) and Entire World.

Cover for the medical transport or repatriation of injured and sick persons and medical, surgical, pharmaceutical and hospitalisation expenses will be valid more than 25 km from the Insured Party's normal address.

**Validity:** The policy must be purchased before the travel departure date. If the policy is purchased after the start of the trip, cover will be provided for the trip after 72 hours of the issuing of that certificate.

**Theft:** Theft refers only to theft committed by violence or intimidation against people or by the use of force on items.

**Accident:** A violent, unforeseen, sudden, external and unrelated act, which may result in damage covered by the insurance cover and that has occurred after the insurance purchase date.

**Pre-existing or chronic illness:** Pre-existing or chronic illness will be considered any pathology whose symptoms began before the insurance policy was contracted, even if a final diagnosis has not been reached.

**Severe illness:** A serious illness will be considered any change in the health condition that involves hospitalisation, which implies stopping any activity, including the travel or continuation of the Insured Party's trip, or that entails a risk of death within a very short period of time if no medical action is taken.

**Hospitalisation:** Registration as a patient in a hospital and staying there for a minimum of 24 hours, or staying overnight and being served a major meal at the health centre.

**Incident:** Any event for which the consequences are covered by the policy's cover.

**Sports covered:** The following activities are understood to fall within the scope of this policy, provided that they are not the main reason for the trip and are not carried out for professional and/or competition purposes:

Athletics, gym activities, ranch activities (bullfighting, etc.), basketball, motor boats (with a skipper), cycling, bicycle tours, canoeing, curling, shooting sports/small game hunting, hot-air balloon trips, general hiking activities, footing, football, golf, hydro-pedalling, ball games, beach games and other beach and camp activities, go-karts, kayak, jet skis, snowmobiles, swimming, sailing, guidance, paddle surf, padel, paintball, tourist trips in helicopter, skating, fishing, canoeing, Tibetan Bridge, snow racquets, rock climbing, 4x4 routes, segway, hiking, snorkelling, surfing and windsurfing, tennis, zip wires, trekking below 3,000 m altitude, sled rides at ski resorts, sled with dogs (mushing), equestrian tourism, diving and underwater activities less than 20 metres deep and any other activity of similar characteristics.

## CLAUSE II: COVER

### 1. TRAVEL ASSISTANCE COVER

#### 1.1. Medical, surgical, pharmaceutical and hospitalisation expenses

The Insurer will assume payment, up to the limit indicated in the Particular Terms and Conditions and the insurance certificate, for the events resulting from an accident or illness affecting the Insured Party during the validity of this insurance contract:

- a. Surgical and medical expenses and fees.
- b. Any pharmaceutical expenses necessary by medical prescription for treating symptoms covered under this policy.
- c. Hospitalisation expenses.

**In the event of a life emergency as a result of an unforeseeable complication of a chronic illness, before the signing of this insurance contract and/or, congenital condition, the Insurer will be responsible for the expenses of the first health care provided as a matter of urgency, within the first 24 hours of entering the hospital.**

If the Insured Party suffers personal injury as a result of a motor vehicle accident, the Insurer will pay the medical and hospitalisation expenses arising from the accident suffered.

**To verify that the attention received is appropriate, the Insurer's Medical Team will be in conjunction with the Health Centre where the Insured Party is being treated.**

#### 1.2. Advance cover for hospitalisation abroad

Where, due to an accident or illness covered by the policies during a trip abroad, the Insured Party needs to be admitted to a hospital, the Insurer will pay the security deposit requested by the centre to proceed with the admission of the Insured Party, with the limit stipulated for the cover of medical expenses.

#### 1.3. Emergency dental expenses abroad

If, as a result of acute dental problems, such as infections or trauma, the Insured Party requires urgent treatment, the Insurer will bear the expenses inherent to that treatment up to the limit indicated in the Particular Terms and Conditions and insurance certificate. **Expenses arising from implants, prostheses and veneers, and endodontics, will not be covered.**

**To verify that the attention received is appropriate, the Insurer's Medical Team will be in conjunction with the Health Centre where the Insured Party is being treated.**

#### 1.4. Travel expenses of a family member in the event of hospitalisation of the Insured Party

If the Insured Party must be hospitalised for a period of more than two (2) days as a result of the occurrence of a risk covered by the policy, the Insurer will provide the accompanying person, appointed by the Insured Party, round-trip tickets by rail (first class), plane (tourist class) or the public and collective transport means that the Insurer considers most suitable for this person to come to the assistance of the hospitalised person.

#### 1.5. Expenses for the stay of a family member of the Insured Party in the event of hospitalisation (max. 14 days)

If the hospitalisation of the Insured Party, due to an accident or illness covered by the policy, is expected to be more than two nights, the Insurer will bear the expenses for board and lodging of the family member appointed by the Insured Party in the place where the latter is hospitalised, up to the daily amount indicated in the Particular Terms and Conditions and insurance certificate per day, up to a maximum of 14 days.

This cover will apply even if the accompanying person is travelling with the Insured Party.

## 1.6. Sending medication

The Insurer will send the medicines that, as a matter of urgency, are prescribed by a doctor to the Insured Party during the trip abroad and cannot be found in the place where this person is travelling, nor be replaced by medicines of a similar composition.

## 1.7. Extended stay expenses

If the Insured Party becomes sick or is injured abroad, and it is not possible for this person to return on the scheduled date, based on the decision of the Insurer's medical team in conjunction with the attending doctor, the Insurer will bear the expenses not initially envisaged by the Insured Party due to the extension of the stay, i.e. board and lodging, up to the limit indicated in the Particular Terms and Conditions and the insurance certificate.

**The Insurer will bear the expenses for the extended hotel stay up to a maximum of EUR 90 per day for a maximum of 14 days, provided that it is justified by medical prescription and it is not possible to apply the cover of *Medical transport or repatriation of the injured and sick people*.**

## 1.8. Transport or repatriation of ill and injured patients

If the Insured Party suffers an illness or an accident, the Insurer will cover:

- a. The sum of any expenses for transfer by ambulance to the closest clinic or hospital.
- b. Prior review by the Insurer's medical team, in conjunction with the physician treating the injured or sick Insured Party, to determine which treatment measures would be best to follow, and the most suitable method for transfer to the most adequate hospital or to the Insured Party's home.
- c. The sum of the costs for transfer incurred for primary assistance for the injured or sick Insured Party, using the most appropriate mode of transport to the specified hospital authorised by the Insurer, or to the Insured Party's normal residence. If the Insured Party is admitted to a hospital not close to this person's home, the Insurer will bear the costs, at the time of the Insured Party's discharge, for the subsequent transfer to this person's normal residence.

The means of transport used will be organised based on the Insured Party's pathology. Where necessary due to the urgency and severity of the case, the Insured Party may be repatriated in a special ambulance plane if the patient is in Europe or a Mediterranean coastal country. In all other cases, the Insured Party will be flown on a regular airline.

**To verify that the attention received is appropriate, the Insurer's Medical Team will be in conjunction with the Health Centre where the Insured Party is being treated.**

## 1.9. Transport or repatriation of mortal remains

If, during the course of a trip covered by the policy, the Insured Party dies, the Insurer will bear the costs of the necessary procedures and expenses for transferring or returning this person's remains to the place of burial, cremation or funeral ceremony, at the place of residence in the Insured Party's country of origin.

This policy does not cover burial, cremation or funeral costs, or the cost of the coffin.

#### **1.10. Travel expenses of a family member in the event of death**

The Insurer will provide for a maximum of two people residing in the Insured Party's country of origin, who are appointed by the family members, with round-trip tickets by rail (first class), plane (tourist class) or the public and collective transport medium that the Insurer considers most suitable, to accompany the mortal remains.

#### **1.11. Expenses for the stay of a family member of the Insured Party in the event of death (max. 10 days)**

If the cover of *"Family member travel expenses in the event of death"* is applied and the designated relative must remain at the place of death as a result of the need to perform formalities related to the transfer of the Insured Party's mortal remains, the Insurer will bear the expenses for board and lodging up to the daily amount indicated in the Particular Terms and Conditions and insurance certificate, up to a maximum of 10 days.

#### **1.12. Repatriation of personal items on death**

If, due to the application of the *"Transfer or repatriation of deceased persons"* cover, personal items remain at the place of travel, the Insurer will bear the expenses necessary for the transfer or return of baggage up to the maximum limit indicated in the Particular Terms and Conditions and insurance certificate.

#### **1.13. Travel expenses of a family member to accompany minors or disabled persons**

Where one or more of the Insured Parties have been transferred or repatriated due to illness or accident, based on the cover of *"Medical transport or repatriation of injured and sick people"* and the Insurer bears the cost of the transport of the other insured accompanying persons, under the clause *"Transport or repatriation of the other insured parties"* and these insured accompanying persons are under 15 years of age or disabled and do not have a relative or reliable person to accompany them on the trip, the Insurer will bear the travel expenses of a relative or reliable person to travel with them to the place of their home or to the place where the Insured Party is hospitalised.

If the Insured Party's health condition has been restored (under the supervision of the attending medical team and in agreement with the Insurer's medical team) and this person is able to return to the travel plan, the Insurer will bear the expenses of that reincorporation and of the insured accompanying persons who are covered under this policy.

#### **1.14. Transport or repatriation of the other insured persons or the accompanying party**

When one or more of the Insured Party parties have been transferred or repatriated due to illness or accident, based on the cover of *"Medical transport or repatriation of injured and sick people"*, the Insurer will cover the transport of the other insured accompanying persons or the Insured Party's companion to the place of their normal residence, or to the place where the Insured Party is hospitalised who has been transferred or repatriated, and this person's subsequent transfer to their home. The Insurer is subrogated in the rights of the insured parties for the return tickets initially planned.

If the Insured Party's health condition has been restored (under the supervision of the attending medical team and in agreement with the Insurer's medical team) and this person is able to return to the travel plan, the Insurer will bear the expenses of that reincorporation and of the insured accompanying persons covered under this policy.

#### **1.15. Early return of Insured Party on death or hospitalisation of a family member**

If, during the course of the trip, a family member of the Insured Party dies or is hospitalised for at least two (2) nights in their country of normal residence (as defined above), the Insurer will bear the sums of any surcharges or penalties for changing the original travel ticket or, where applicable, when it is not permitted to anticipate or modify it, the Insurer will bear the costs of a return ticket, by air in regular tourist class or by train, for the Insured Party to the place of burial or hospitalisation of the relative in the Insured Party's country of normal residence.

The Insurer will bear the costs of the return trip to the Insured Party's destination to continue with the initially planned stay.

#### **1.16. Early return of the insured party due to serious losses at the main residence or business premises**

If, during the course of the trip covered by this insurance contract, a fire, water or gas leak occurs in this person's residence or business premises, if the Insured Party is a direct operator or if this person engages in a liberal profession on it, the Insurer will bear the costs of a one-way ticket on a regular airline or train, both in a tourist class, so that the Insured Party and accompanying person may transfer to their home or business premises.

#### **1.17. Communication of urgent messages**

The Insurer will be responsible for sending the urgent messages entrusted to it by the Insured Parties, arising from the events covered under this policy.

## **2. COVER FOR DELAYS AND LOSS OF SERVICES**

### **2.4. Processing expenses for the loss or theft of personal documents abroad**

If, during the course of a trip abroad, the Insured Party loses personal documents such as passports, visas, credit cards or essential identification documents or if these are stolen, the Insurer will collaborate in the complaint procedures with the necessary public or private authorities or agencies, and will assume, up to the maximum limit indicated in Particular Terms and Conditions and insurance certificate, the expenses incurred in re-issuing them up to the economic limit in the policy.

Damages arising from the loss or theft of the above objects or from their undue use by third parties or the expenses incurred by this in the country of origin or residence are not covered under this policy and, therefore, will not be compensated.

## **3. LUGGAGE COVER (OPTIONAL)**

### **3.1. Finding and shipping of luggage and personal items**

If luggage and personal items billed as checked baggage by the carrier are lost, the Insurer will provide advice to the Insured Party to report the facts. If these objects are recovered, the Insurer will provide advice for their shipment to the place where the Insured Party is located or to this person's address. In cases where the carrier charges the Insured Party for the expenses of returning the luggage to the place where the Insured Party is travelling or to this person's address, the Insurer will reimburse the Insured Party the cost subject to the presentation of the corresponding supporting documents, up to a maximum of EUR 100.

### **3.2. Delays in delivering luggage**

## **Cover valid only when travelling on regular airlines of IATA member companies.**

The Insurer will cover, up to the maximum limit indicated in the Particular Terms and Conditions and insurance certificate, the reimbursement to the Insured Party of the expenses incurred for the urgent purchase of clothing and basic items, when the latter suffers a delay in the delivery of the checked baggage on arrival at destination **exceeding 8 hours or one night**, between the scheduled and actual delivery time.

## **Expenses for basic items incurred at the point of origin of the trip are excluded.**

The Insured Party must submit a photocopy of the plane ticket, a certificate of "Irregularities in Delivering Luggage" issued by the carrier, and the original receipts from the purchase of any personal use items and necessities that were purchased.

### **3.3. Theft and material damage to baggage**

The Insurer will cover, up to the maximum limit indicated in the Particular Terms and Conditions and insurance certificate, the reimbursement of the financial compensation equivalent to the damage and loss of the baggage or personal items of the Insured Party in the event of theft, total or partial loss due to the carrier or damage as a result of fire or aggression, which occurred during the course of the trip.

Theft and simple loss caused by the Insured Party, and money, documents and valuables, are excluded. Cameras and photographic accessories, radios, video or sound recording equipment, telephone equipment, electronic devices, and their accessories

are included up to 50% of the insured sum on the entire luggage. **Normal wear and tear from use will also be deducted from this reimbursement.**

The following documents must first be submitted to claim this benefit:

- Declaration of the lost items, indicating their value and the year they were purchased.
- Report submitted to the competent authorities during the travel dates and at the location where the events occurred.
- Original receipts for the lost or damaged items.

**In claims caused by carriers, the original post incident report (PIR) and proof of non-recovery of luggage must be provided after 30 days of its loss. If the Insured Party has already been compensated by the carrier for the entire value of the theft or damage to the luggage, no reimbursement will be made by the Insurer.**

**In the event of permanent loss of luggage, the Insurer will deduct the amount already compensated as expenses incurred for urgent purchase of clothing and necessities in the clause above.**

**Compensation for damage caused on the outside of the baggage will be EUR 70 maximum.**

### **3.4. Shipping items forgotten in the hotel or apartment**

If luggage and personal items are forgotten during the stay in the hotel or apartment, the Insurer will provide advice to the Insured Party on how to report the facts. If these objects are recovered, the Insurer will assume, up to the maximum limit indicated in the Particular Terms and Conditions and insurance certificate, the cost of shipping to the place where the Insured Party is located or to this person's address.

### **3.5. Delay in delivery of ski equipment billed as checked baggage by air**

**Cover valid only when travelling on regular airlines of IATA member companies.**

The Insurer will reimburse the Insured Party up to the maximum limit, as indicated in the Particular Terms and Conditions and insurance certificate, for the expenses incurred in renting ski equipment. That is, when the latter suffers a delay in the delivery of checked baggage on arrival at destination (other than at origin), exceeding the period stipulated in the Particular Terms and Conditions and insurance certificate, between the scheduled and actual delivery time.

Return to the place of origin of the trip is excluded as a destination.

The Insured Party must submit a photocopy of the plane ticket, a certificate of *“Irregularities in Delivering Luggage”* issued by the carrier, and the original receipts for the rental of ski equipment. If invoices for the rental of ski equipment are not provided, the compensation will be limited to EUR 50.

### **3.6. Delay in delivery of golf equipment billed as checked baggage by air**

**Cover valid only when travelling on regular airlines of IATA member companies.**

The Insurer will reimburse the Insured Party up to the maximum limit, as indicated in the Particular Terms and Conditions and insurance certificate, for the expenses incurred in renting golf equipment. That is, when the latter suffers a delay in the delivery of checked baggage on arrival at destination exceeding the period stipulated in the Particular Terms and Conditions and insurance certificate, between the scheduled and actual delivery time.

Return to the place of origin of the trip is excluded as a destination.

The Insured Party must submit a photocopy of the plane ticket, a certificate of *“Irregularities in Delivering Luggage”* issued by the carrier, and the original receipts for the rental of those items used for playing golf.

## **4. CANCELLATION COVER**

### **4.1. Trip cancellation**

The Insurer will cover, up to the maximum limit indicated under the Particular Terms and Conditions and insurance certificate, the actual expenses for cancelling the trip, contracted with the trip organiser, when the Insured Party cancels the trip before departure due to the following reasons:

1. Death, hospitalisation, serious bodily accident or serious illness of the Insured Party or any family members, as defined in these Terms of Business. For the purposes of insurance cover:

**A serious illness will be understood as any alteration to the health identified by a medical professional (whose report will be subject to review by the Insurer's medical team) that involves hospitalisation and cessation of all manner of activity within twelve days before travel, and that medically prevents the start of the trip on the scheduled date.**

**It will be necessary to submit any evidence that makes it possible to document and reliably prove the medical procedure.**

**A serious accident will be understood to be personal injury arising from a violent, sudden, external cause beyond and unrelated to the intention of the injured party, the consequences of which prevent this person from performing normal daily activities and, in the case of the Insured Parties under this policy, normal travel.**

**Where serious illness or accident affects insured persons over 65 years of age, the limit of cover for these insured persons over 65 years of age is reduced to 50% of the limit established under the Particular Terms and Conditions and insurance certificate.**

**Where the illness affects any of the above persons, other than those persons covered under this policy, it will be understood as serious when it involves, after the insurance is contracted, hospitalisation within ten (10) days before the start of the trip.**

**Where the accident affects any of the above persons, other than those covered under this policy, it will be understood as serious when it involves hospitalisation or rest at home that prevents the injured party from performing normal daily activities, thus making this person dependent on other people.**

**In the case of an illness or accident that does not require hospitalisation, the Insured Party must report the incident within 24 hours of the event giving rise to the cancellation of the trip so that the Insurer, when this is considered necessary and appropriate, may send an independent and external medical expert other than the Insurer, to assess the cover of the case objectively and impartially.**

**In cases where the death affects any of the family members, (as defined above) this event must have occurred within 10 days before the start of the trip.**

2. Any of the grounds described in this clause that affect the professional replacement of the Insured Party, provided that this replacement is reliably proven.
3. A serious incident that affects the Insured Party's main residence or business premises, if this person is a direct operator or practises a liberal profession on it, which occurred within four weeks before the start of the trip and after the date of signing the insurance contract and this person's presence is essential on the start date of the trip. **(Documentation of the facts must be submitted)**
4. On termination of employment of the Insured Party, not at the end of the employment contract.
5. In cases where the Insured Party is called to act as a party or witness in court. **Those cases in which the Insured Party is summoned as accused party for processes initiated before contracting the trip and insurance will be excluded.**
6. Due to the inclusion of the Insured Party in a job post in a different company with an employment contract of more than one month. The inclusion of this person in the new job post must necessarily take place after the purchase of the trip and, therefore, the signing of the insurance.
7. Handing over a child in adoption.
8. Due to the transplant of an Insured Party's organ or any of their family members described above.
9. Call to attend as a member of a polling station during the dates of the trip.

10. Presentation at official entrance examinations (both as observer or as member of the competition selection board) called and announced through a public body after the insurance is signed and that coincides with the dates of the trip.
11. Geographical transfer of the job post, provided it involves a change of address of the Insured Party during the scheduled dates of the trip and this person is an employee. The transfer must have been notified to the Insured Party after the insurance is signed.
12. In cases where the Insured Party is arrested by the police, occurring after the insurance is signed, which coincides with the dates of the trip, provided that this detention does not arise from wilful misconduct by the Insured Party.
13. Parallel income statement, issued by the Ministry of Finance, whose presentation coincides with the dates of the trip and that requires the Insured Party to be present.
14. Complications arising directly from pregnancy (provided that they are not related to pathologies before contracting this policy) or involuntary abortion, which, due to its nature, prevents the trip from being made. These complications must have occurred after the insurance is signed. Childbirth and complications from this event are excluded as of the seventh month of gestation (28 weeks). Normal side effects of the pregnancy will not be considered complications.
15. Granting of official scholarships, published by a public body after the purchase of the insurance and that coincide with the insurance dates.
16. Medical quarantine decreed by the competent health authorities after the purchase of the insurance that prevents travelling.
17. Court order of voluntary or necessary insolvency proceedings of the company owned by the Insured Party, occurring after the insurance is purchased and that making travel impossible.
18. Cancellation of trip due to the Insured Party travelling on another similar trip awarded in a public draw and before a notary.
19. Court summons for divorce proceedings after the insurance is signed and coinciding with the date of the trip.
20. Call to submit and sign official documents by the competent authority received after the insurance is signed and that requires attendance during the travel dates.
21. Insured Party is called to a hospital centre for scheduled surgery (waiting list in Public Health), in cases where the notice is received after the insurance is signed, thus preventing this person from travelling.
22. Declaration of state of emergency at the place of the Insured Party's address or at the place of destination. When the travel destination involves several different places, the state of emergency must cover a portion greater than 70% of the entire territory of the trip's destination.
23. Theft of documentation or luggage within the place of departure of the means of transport (bus station, train station, port or airport terminal), occurring within 12 hours of the start of the journey and thus preventing the start of the trip.

24. Presentation of an Employment Redundancy Plan that directly affects the Insured Party as an employee and whose working hours are totally or partially reduced. This circumstance must occur after the insurance purchase date.

25. Acts of air, land and naval piracy that prevent the Insured Party from commencing the trip.

**This cover must be arranged on the day of confirmation of the trip reservation, or maximum, within seven (7) days after it. The event giving rise to the cancellation of the trip must always occur after the insurance is signed.**

**This cover is valid from the date of purchasing the policy until the date of departure on the trip.**

**To reimburse the travel cancellation expenses envisaged in this cover, it will be essential to provide an original invoice for the purchase of the trip.**

#### **4.2. Holidays not enjoyed**

The Insurer will assume, up to the maximum limit indicated under the Particular Terms and Conditions and insurance certificate, the payment of financial compensation to the Insured Party, only and exclusively when the Insured Party is required to conclude the trip, once the trip has started, and return early to this person's place of residence, for any of the grounds for repatriation or early return covered under this policy.

The reimbursement of unused holiday expenses may not exceed the result of **dividing the insured capital** as cancellation expenses by the actual number of days of the contracted trip, multiplied by the number of days remaining to complete the trip from the time the Insured Party is repatriated, or up to double that resulting amount if two accompanying persons are entitled to this right (persons included in the same travel programme purchased jointly and who must also be insured parties under this insurance policy), for any of the reasons described above by the Insured Party.

The cost of the original transport ticket scheduled for return must be excluded from the resulting amount.

## **5. PERSONAL ACCIDENT COVER**

### **5.1. Death due to accident**

If the Insured Party dies as a result of an accident covered by the policy and that occurred during its valid term, the Insurer will pay the beneficiary, immediately or within two years of the date of the accident, the insured amount as stipulated in the Particular Terms and Conditions and the insurance certificate.

**When the Insured Party is less than 14 years of age, this person will not be insured for the risk of death, this benefit will be replaced by compensation for funeral expenses with a maximum of EUR 3,005.06.**

### **5.2. Permanent disability due to accident**

This will include the anatomical loss or functional impotence of bodily members and organs that are the result of bodily injury caused by an accident covered under this policy, which occurred during the policy period, whether immediately after the accident date or within two years. The Insurer will pay the insured sum indicated in the Particular Terms and Conditions and insurance certificate.

For the purposes of this cover, the degree of disability will be understood based on the definitions described below and only those expressly included in the policy will be covered:

**Absolute permanent disability:** the situation in which the Insured Party is unable to perform any profession.

In the event of permanent and absolute disability due to accident, the Insurer will pay the insured sum stipulated in the policy for that event.

**Partial permanent disability:** if the accident results in partial permanent disability of the Insured Party, the amount of compensation to be paid by the Insurer will be the result of applying to the insured sum stipulated for the corresponding permanent disability, the following percentages:

Type of injury	
Incurable insanity that prevents the exercise of any work activity	100%
Complete blindness in both eyes	100%
Total loss of both legs or feet, both hands and arms, one arm and one leg or one hand or foot	100%
Quadriplegia	100%
Paraplegia	100%
Loss of one leg or one foot	50%
Partial single-foot amputation, including all toes	25%
Complete deafness of both ears	40%
Complete deafness of one ear	10%
Total loss of voice	25%
Ablation of lower jawbone	30%
Total loss of one eye, or having only half of binocular vision	30%
Non-consolidated fracture of leg or foot	25%
Non-consolidated fracture of a ball joint	20%
Total loss of hip or knee movement	20%
Lower member shorter by at least 5 cm	15%

Loss of big toe of one foot	10%	
Loss of another toe of the foot	5%	
<b>Type of injury</b>	<b>Right</b>	<b>Left</b>
Total loss of an arm or hand	60%	50%
Total loss of shoulder movement	30%	20%
Total loss of elbow movement	20%	15%
Total loss of thumb and index finger of hand	40%	30%
Total loss of wrist movement	20%	15%
Loss of three fingers on one hand, other than the thumb or index finger	25%	20%
Loss of the thumb and other than the index finger of hand	30%	25%
Loss of three fingers, including thumb or index finger of hand	35%	30%
Loss of the index finger of hand and another that is not the thumb	25%	20%
Loss of only the thumb of the hand	22%	18%
Loss of only the index finger of the hand	15%	12%
Loss of only the middle, annular or little finger of the hand	10%	8%
Loss of two of these last two fingers of the hand	15%	12%

The following rules will apply as a supplement to the above valuation table:

- a. The existence of several types of disabilities arising from the same accident will be compensated by accumulating their compensation percentages, with a maximum of 100 percent of the insured sum for this cover.
- b. The sum of compensation percentages for various types of partial disability in the same bodily member or organ may not exceed the percentage established for the total loss.
- c. If the victim is left-handed, a fact that must be duly proven, the percentages envisaged for the upper right member will be applied to the upper left member and vice versa.
- d. If a bodily member or organ affected by an accident had a prior condition of amputations or functional limitations, the applicable compensation rate will be the difference between the percentage corresponding to the disability situation before purchasing this policy and that resulting after the accident.
- e. The degree of disability arising from the accident will be determined under section 104 of the Insurance Act. If the Insured Party does not accept the Insurer's proposal as regards the degree of disability, the parties will submit to the Medical Experts' decision under sections 38 and 39 of that Act.

- f. The Insurer will pay the amount of the first prosthesis that is made for the Insured Party to correct the residual injuries caused by an accident covered by the policy. The scope of this prosthesis will not exceed 10 percent of the compensation amount for permanent incapacity, and in no case will it exceed the amount of six hundred euros.

## 6. THIRD-PARTY LIABILITY

### 6.1. Third-Party Liability

The Insurer will bear, up to the financial limit established, the financial compensation, which, under sections 1902 to 1910 of the Spanish Civil Code, or similar provisions envisaged by foreign legislation, it is required to pay to the Insured Party, as a private person and civilly liable for personal or material damage caused unintentionally during the trip to third parties affecting their persons, animals or things.

The Policyholder, the other Insured Parties under this policy, their spouses, de facto partners registered as such in an official, local, regional or national Registry, ascendants or issue or any other family member living with either of them, and their partners, employees and any other person who, in fact or in law, depend on the Policyholder or the Insured Party, while acting within the scope of that dependency, are not considered third parties.

This limit includes the payment of legal costs and expenses, and the establishment of the legal bonds required of the Insured Party.

The amounts borne by the Insured Party that will be applicable per claim, and the maximum capital covered by the policy and year, will be established in the policy.

## CLAUSE III. LIMITS OF THE CONTRACT. EXCLUSIONS

### 7.1. General exclusions from all cover

**Any cover or benefits that the Insurer has not been asked to provide and that it has not agreed or resolved to provide, except in cases of force majeure or proven material impossibility.**

- **In the event of waiver or delay of a transfer agreed by the Insurer's medical team, due to reasons attributable to the Insured Party or this party's accompanying persons.**
- **If the event of war, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority due to crimes not derived from traffic accidents, restrictions on free movement, or any other case of force majeure, except where the Insured Party proves that the incident was not related to such events.**
- **Incidents caused by wilful misconduct by the Insured Party, the Policyholder, the beneficiaries, or those travelling with the Insured Party.**
- **The practise of sports in the following modalities, even as an amateur, and during the period between the start date of the trip and the end of the trip: mountaineering, boxing, skydiving, delta wing, gliders without motors, polo, rugby, shooting practice, yachting, judo, bob-sleigh, speleology, diving, martial arts, skiing, Heliskiing, off-road skiing, motor vehicle activities and so-called adventure sports and risk sports.**

- Any accidents or breakdowns occurring whilst participating in official or private sport competitions, and in training sessions or matches and bets, from the start of the trip to its end.
- Any injuries and illnesses suffered from the trip's start date to its end date that are incurred in the exercise of a manual profession, or any injuries suffered due to participating as a volunteer in non-profit organisations.
- Psychiatric, mental or nervous disorders, with or without hospitalisation.
- Rescues of individuals at sea, in the mountains or in the desert.
- Incidents that occur due to radiation from nuclear transformation or disintegration or due to radioactivity.
- The Insurer's obligations arising from this policy are terminated when the Insured Party has returned to their normal residence or has been admitted to a health centre within 25 km from that address.
- Illnesses or injuries incurred due to the Insured Party's illnesses before taking out the policy, which are serious or chronic, with the risk of aggravation, and any complications or relapses.
- Suicide or illnesses and injuries resulting from the attempted suicide or that are intentionally caused by the Insured Party, and those arising from the Insured Party's criminal actions, whether directly or indirectly.
- Treatment of illnesses or pathological conditions incurred by intentional ingestion or administration of alcohol, toxins (drugs), or narcotics, or due to the use of medications without a prescription from a physician.
- Expenses for any type of prostheses, braces, dental work, glasses or contact lenses.
- Pregnancy and birth, except for unforeseeable complications in the first seven months.
- Any type of medical or pharmaceutical fees or expenses under EUR 10.
- In the transfer or repatriation of mortal remains: the burial and funeral ceremony expenses.
- Natural disasters.
- This policy excludes all expenses incurred when the trip subject of the insurance is a SEA CRUISE.
- The Insurer will not cover, will not refund and will not be responsible for any assistance if supplying, paying or providing this assistance would expose the Insurer to sanctions, prohibitions or restrictions under a United Nations resolution or under commercial and economic embargoes, laws, or any other regulations passed by the European Union, the United Kingdom or the United States of America.
- Any circumstance known by the Insured Party before taking out the policy, or at the time of booking any trip, which could reasonably entail cancelling it.
- Any amount per booked and unused service when it can be recovered from:
  - Providers of accommodations, transport and/or any other service contained in the booking.
  - Booking agents or travel agents.
  - Other available compensation mechanisms.
  - The credit or debit card or PayPal service with which the Insured Party paid the trip or part of it.
- Any loss arising from a trip to a specific country, area, where a relevant government body or authority in the country of origin and/or destination would have discouraged travel due to an epidemic or pandemic, without the preventive and/or mandatory measures designated for that purpose.
- Any cause that is not included amongst the grounds covered by the insurance policy, including the disappearance of the reason for the trip or unwillingness to travel.
- If the Insured Party has not been given the mandatory vaccines or medication before departing on the trip.

- Prohibition or recommendation not to travel by the Official Authorities (Ministry of Foreign Affairs or any other official body) due to an epidemic/pandemic, without the preventive and/or mandatory measures designated for this purpose.

## 7.2. General exclusions regarding travel cancellation cover

The cover relating to cancellation expenses for a non-initiated trip will not cover cancellations of trips made for the following reasons:

- Aesthetic treatment, cure, contraindication of air travel, lack or contraindication of vaccination, inability to follow advised preventive medical treatment at certain destinations, voluntary interruption of pregnancies, alcoholism, drug and narcotics use, unless they have been prescribed by a doctor and are consumed as indicated.
- Mental, psychiatric or nervous disorders and depression, with or without hospitalisation, of the Insured Party or family members.
- Participation in competitions, contests, betting, fights, crimes, duels.
- Chronic illnesses or those existing before the purchase of the Insured Party's policy.
- Chronic illnesses, before taking out the policy or degenerative diseases of the Insured Party's relatives described in these Terms of Business that are not insured under these policies.
- Epidemics in the country of destination.
- Failure to submit, for any reason, the essential documents required for travel (passport, air tickets, vaccination certificates or visas).
- Wilful misconduct, intentional acts of self-injury, suicide or attempted suicide of the Insured Party.
- Wars declared or not, mutinies, acts of terrorism, radioactivity effects, popular uprisings, strikes, and the conscious breach of official prohibitions.
- The Insured Party's refusal to receive a visit from the medical expert in clause 1 of the cover for cancellation of non-initiated travel, when the Insurer determines the need for the medical expert.
- Risk pregnancies are excluded.
- Fake or fraudulent invoices.
- This policy excludes all expenses incurred when the trip subject of the insurance is a SEA CRUISE.

## 7.3. Exclusions related to civil liability cover

The Third-Party Liability Cover does not include:

- If the event of war, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority due to crimes not derived from traffic accidents, restrictions on free movement, or any other case of force majeure, except where the Insured Party proves that the incident was not related to such events.
- Incidents caused by wilful misconduct by the Insured Party, the Policyholder, the beneficiaries, or those travelling with the Insured Party.
- Incidents that occur due to radiation from nuclear transformation or disintegration or due to radioactivity.
- Any type of liability that the Insured Party may have incurred by driving motor vehicles, aircraft and boats, or by using firearms.
- Civil liability derived from any type of professional, union, political or association activities.

- Fines or sanctions handed down by all manner of courts or authorities.
- Liability arising from practising sports as a professional or sports fan not covered under the policy.
- Damage to articles entrusted to the Insured Party in any way.
- This policy excludes all expenses incurred when the trip subject of the insurance is a SEA CRUISE.

#### 7.4. Exclusions related to luggage cover

The following circumstances are excluded from luggage cover:

- Theft or mere loss or oversight, or lack of attention by the Insured Party.
- Loss, theft of or damage to luggage in vehicles left unattended without evidence of having been forced.
- Items not specified in the original police report or the report to the public transportation company.
- List of items submitted without their original receipt.
- Loss, theft or damage due to intervention by official bodies or law enforcement.
- Glasses, contact lenses, hearing aids, dental devices, medication, orthopaedic devices.
- Cash, credit cards, identity cards or official documents and valuables.
- Normal wear due to use.

#### 7.5. Exclusions related to accident cover

Cover for death or permanent disability does not include:

- Any bodily injury that may occur in a state of mental alteration, paralysis, stroke, diabetes, drunkenness, substance abuse, spinal cord disorders, syphilis, AIDS, encephalitis, and in general, any injury or illness that may diminish the Insured Party's physical or psychological competence.
- Bodily injuries occurring due to criminal deeds, provocations, quarrels (except in cases of legitimate defence) and duels, recklessness, bets or any risky or reckless behaviour, and accidents resulting from acts of war (even where not declared), popular uprisings, earthquakes, floods and volcanic eruptions.
- Diseases, hernias, lower back pain, intestinal blockage, complications from varicose veins, poisoning or infections that are not directly and exclusively caused by an injury included under the cover of the insurance.
- Consequences of surgical operations or unnecessary treatments for the cure of accidents suffered and those belonging to the care of the persons themselves.
- Participating in the following sports: Speed racing or endurance racing, aeroplane flights and trips, mountain climbing, speleology, hunting on horseback, polo, wrestling or boxing, rugby, spearfishing, parachuting, skiing, Heliskiing, cross-country skiing and any game or sport activity with a high level of risk not covered under this policy\*.
- The use of two-wheel vehicles with over 50 c.c. in cylinder capacity.
- Performing a professional activity that is not of a commercial, artistic or intellectual nature.
- Whoever intentionally causes the incident is excluded from the benefit of the cover under this policy.
- Situations of aggravation of an accident that occurred before the formalisation of the policy are not included.

- **Countries that, during the journey or travel of the Insured Party, are in a state of war or siege, insurrection or military conflict of any kind or nature, even when it has not been officially declared, and that specifically appear on the receipt or in the Particular Terms and Conditions, are excluded under this policy.**
- **It is expressly agreed that the Insurer's obligations arising from this policy are terminated when the Insured Party has returned to the latter's normal residence or has been admitted to a health centre within 25 km from the above address. (15 Km. on the Balearic and Canary Islands).**

## **CUMULATIVE LIMIT:**

**The maximum benefit under this policy for a single claim may not exceed EUR 120,000.**

## **CLAUSE IV. ADDITIONAL PROVISIONS REGARDING ALL COVER**

In order for the Insurer to provide the services inherent to the above cover, it is essential for the Insured Party to request assistance, within seven (7) calendar days of the time the event occurred, by calling one of the telephone numbers indicated in the information that will be provided once the insurance is purchased (this call may be made as a reverse charge call).

In telephone calls requesting provision of the above benefits, the following must be indicated:

- Name of the Insured Party and the purchaser (the policyholder).
- Policy number.
- Location of the Insured Party.
- Telephone number.
- The type of assistance needed.

After receiving an emergency call, the Insurer will immediately engage the necessary mechanisms for its international organisation to be able to help the Insured Party directly, right where this person is located.

The Insured Party must mitigate the consequences of the incident by using the resources available, with the effects envisaged in section 17 of the Spanish Insurance Contract Act.

The compensation agreed in the cover specified above will be paid regardless of the existence of other insurance policies. This compensation will be subject to the Insurer's right to be subrogated in any contracts the Insured Party may have covering the same risks, or social security benefits or, lastly, any other collective pension fund schemes.

If the injuries or illnesses will result in a request for transfer or repatriation, the Insurer must be notified by phone, telex or telegram, indicating:

- Name.
- Address.
- Telephone number of the physician and/or hospital treating the patient or where the patient is located.

If medical, pharmaceutical and hospital assistance was needed, the following documents must be submitted to the Insurer:

- Certificate from the competent medical authority.

- Receipts and notes from fees.
- A detailed declaration of the illness or accident.

Immediately transfer to the Insurer all notices, citations, requests, letters, summons and, in general, all in court or out-of-court documents that, as a result of an event giving rise to liability covered by the insurance, are addressed to the Insured Party or the person responsible for the incident.

The Insurer will not be held liable for any delays or breaches due to force majeure or the special administrative or political characteristics of a given country. In any event, where due to force majeure or a specific country. Where due to force majeure or any of the causes noted above, the Insurer could not act directly, when the Insured Party returns to their country of normal residence, or in case of need, on entering a country where the above circumstances are not occurring, the Insured Party will be paid a refund for any covered expenses that were incurred, subject to the submission of the corresponding receipts.

Except for the situations mentioned above, the Insurer must be immediately notified, as an essential condition, of the accident that occurred, and the medical and health transport benefits must be provided subject to the agreement of the Insurer's Medical Team with the physician at the hospital that cares for the Insured Party.

As regards transfer and repatriation expenses, if the Insured Parties are entitled to a refund for any unused carriage tickets (plane tickets, boat tickets, etc.) in their possession, this refund must be remitted to the Insurer.

The Insurer's processing centre is also authorised to request any information on accidents or illnesses that it may consider necessary for assessing the risk or for processing the claim.

Initiation and duration of the contract.

- The contract will take effect on the date specified in the Particular Terms and Conditions.
- The contract will remain in force for the period specified in the Particular Terms and Conditions.

Breach.

In the event that the Policyholder or the Insured Party breaches any of the duties indicated in the preceding point, the Insurer may only claim damages, except where stipulated otherwise by law.

## CLAUSE V. RIGHT OF WITHDRAWAL

The Insured Party will have 14 days after signing to withdraw from the policy, pursuant to Spanish Law 22/2007, of 11 July, on remote marketing of financial services intended for consumers [*Ley 22/2007, sobre comercialización a distancia de los servicios financieros destinados a los consumidores*]. However, the right to withdraw will not apply to travel policies with durations of less than one month.

Insured Parties exercising their right to withdraw must notify the Insurer they are withdrawing before the end of the period specified in the preceding paragraph, using any method permitted by law that allows for proof of notice. Notice will be considered to have been served on time if it is sent in a hard copy or lasting format that is available and accessible to the Insurer.

Once the right to withdrawal has been exercised, the Insurer will refund the unused part of the premium corresponding to the period from the date the right of withdrawal was notified to the end of the policy's initial validity period. The Insurer will have 14 calendar days from the notice of withdrawal to pay this sum.

## CLAUSE VI. SUBROGATION

**The Insurer will be subrogated in any rights and actions corresponding to the Insured Party due to the circumstances that led the Insurer to intervene, up to the total cost of the services rendered.**

## CLAUSE VII. JURISDICTION

The Insured Party and INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH submit themselves to Spanish law and jurisdiction for the purposes of this contract, as indicated in the Particular Terms and Conditions of the policy.

The courts of the residence of the Insured Party will have jurisdiction to hear any actions deriving from this contract.

## CLAUSE VIII. INFORMATION ON DATA PROTECTION

### **Data controller:**

Pursuant to the current regulations on personal data protection, you are informed that any personal data that the Policyholder and the Insured Parties under the policy may provide to the Insurer will be processed by INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH (the “**Insurer**”) with registered office in Madrid, at calle Arequipa nº 1, planta 3ª, Esc. 2, 3 y 4, 28043, in its capacity as the data controller.

We have appointed a Data Protection Officer with whom you may contact at the email address: [protecciondedatos@axa-assistance.es](mailto:protecciondedatos@axa-assistance.es)

### **Legal bases and purposes for processing:**

The Insurer informs you that the data provided by you will be processed and stored. The main purpose of collecting and processing these data is for compliance with the provision of the travel assistance insurance contract.

Data will also be processed for the following:

- Formalisation and management of the travel assistance insurance policy, and management and assistance at the end of the contracting process.

The legal basis is the management and formalisation of the insurance policy requested and of which it is an integral part (section 6.1(b) GDPR).

- Processing of incidents and claims for travel assistance and, in the event of an incident, expert assessment and settlement of reimbursement or compensation to the Insured Party, and management of complaints and claims.

The legal basis is the management of the insurance policy requested and of which it is an integral part (section 6.1(b) GDPR).

- Sending advertising, even electronically, for our travel assistance products and services or related products that may be of interest to you, the processing of which you may object to at any time, without this affecting the lawfulness of the processing carried out previously.

The legal basis is the Insurer's legitimate interest in sending the above advertising communications, which may be sent by electronic means such as email, telephone, or SMS. The Information Society Services Act (the "LSSI") allows the Insurer to send commercial communications concerning products or services of its own company that are similar to those initially contracted with the customer.

You may object to such processing at any time, free of charge, without affecting the lawfulness of the processing carried out previously. The objection may be made by unsubscribing from the electronic communications received. You can also consult the "Rights" section of this clause to unsubscribe from this type of commercial communications.

- Recording of calls made to our telephone service centres to ensure the quality of the service, prevent fraud and keep additional records of communications made with you, and of the measures taken to process your request for assistance or reimbursement.

The legal basis is the Insurer's legitimate interest in controlling the quality of the service provided to customers. This processing responds to the Insurer's need to adapt its operations and products and services offered.

In addition, the recordings are used to record the services contracted and provided, the legal basis being the implementation of the contractual relationship, since this processing is necessary for this purpose.

- Taking polls and opinion surveys on our products and services.

The legal basis is the legitimate interest of the Insurer in controlling the quality of the services provided and assessing the satisfaction of its customers. To this end, the Insurer may request your assessment of the products and services acquired to be able to analyse this information and improve the quality of its services.

- Preparation of statistical reports to monitor and control the management of the Insurer's activity by using previously anonymous data.

The legal basis is the legitimate interest of the Insurer in assessing and verifying the performance of the entity's business, analysing the behaviour and evolution of the portfolio of customers, products and services and designing new ones.

- Prevention of fraud and money laundering through the corresponding verifications.

The legal basis is compliance with legal obligations, under Article 6(1)(c) GDPR and section 8(1) Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantees of Digital Rights [Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales], and Spanish Law 50/1980, of 8 October, on Insurance Contracts and Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurance and reinsurance entities and sections 66 and 100 of Spanish Law 20/2015, of 14 July, on the organisation, supervision and solvency of insurance and reinsurance entities; for this purpose, the corresponding technical and organisational measures have been adopted to ensure the confidentiality of that information. In relation to the identification, measurement and assessment of risk, and the

prevention of fraud and the adoption of the measures imposed on our activity by AML/CFT Act (*Ley 10/2010, de Prevención del Blanqueo de Capitales y de la Financiación del Terrorismo*), with the aim of gathering information and documentation to comply with the due diligence measures and our knowledge regarding you.

- Furthermore, data will be processed to comply with any applicable legal obligations, specifically including obligations related to insurance and financial market regulations, commercial and tax regulations and the regulations on providing health care services, among others.

We inform you that we will process the following data categories to achieve the purposes described above:

- Identification data of the Insured Party and any beneficiary of the assistance services: name, surname, national identification number, telephone, postal address, email address, policy or contract number, and file number in case of request for assistance, reimbursement or compensation.
- Health data: Clinical history, income report, diagnostic tests, emergency interventions.
- Financial data: Proof of payment, bank account number, financial institution.
- Other data: Data detailed in the application forms, amicable accident reports, affidavits.

The Policyholder represents that the data provided to INTER PARTNER ASSISTANCE S.A, SPANISH BRANCH are precise and true and agrees to notify INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH of any changes or variations in the data. Unless specified otherwise, the answers to the questions raised by INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH on applying for and formalising this contractual relationship are mandatory, and a refusal to provide the required data will make it impossible to complete the operation.

If, to be able to manage and conclude your insurance contract, it is necessary for you to provide us with information from third parties other than the Policyholder/Insured Party (e.g., those with any interest under the contract or the policy), you must state that you have reported what is indicated in this clause and that, with your prior consent, if applicable, we may process your data for the purposes in this clause. If the data provided are from minors, the Insurer will request the father, mother or guardian of the minor express authorisation for the processing of that data, including those relating to health and for the management of the established purposes.

If you request assistance, reimbursement or compensation, we inform you that we or our service providers will be able to collect additional information to manage your request. In which case, we may request certain sensitive data and other confidential information, for example, information on your health or that of your dependants or related persons who receive services or are involved in the assistance we provide, or other confidential information about the circumstances of the claim or request. These data are collected to take appropriate measures to meet your request for travel assistance and provide the relevant services.

We inform you that we may receive your personal data from your health centre, health-care professional, or from another insurance company, based on necessary reasons, to comply with the aim and purposes of the travel assistance policy signed, which may include but not be limited to, interventions (whether emergency or not) and/or medical diagnostic tests, or an accident report or official police report. The personal data to which we have access will be solely and exclusively related to the fulfilment of the purposes of the signed travel assistance policy, the legal basis of which is compliance with the contractual relationship.

In addition, the Insurer guarantees that the data provided by the applicant will not be processed for any other purposes besides those previously defined, and that they will not be sold under any circumstances.

You are informed that the data requested by the Insurer are necessary for complying with the insurance contract, so if these data are not provided or are provided incorrectly, the Insurer will not be able to comply with the purposes described above. You are also informed that your data may be obtained by you and by third parties, such as any hospitals you may go to.

## Recipients of your data.

- Service providers:

We will communicate your personal data to our service providers to carry out the provision of the assistance services contracted by you, including assistance in emergencies and/or rescue. These include, for example, health care, hotel, transport, logistics, legal and other service providers.

We inform you that as Data Controller we ensure that all our providers offer sufficient guarantees for the adequate protection of your personal data, and that we duly regularise our relationship with those third parties.

We also inform you that the above communications could entail an international transfer necessary to comply with the contract and covered by section 49 GDPR.

- AXA Group companies:

We will communicate your personal data to other companies of the AXA Group and even outside the European Economic Area, based on the Binding Corporate Rules and in the International Transfers section or Standard Contractual Clauses.

- Other transfers:

We can also provide your personal data to the following parties:

- Legal authorities or regulatory bodies.
- Public and private agencies related to the insurance sector for annual statistical purposes and fraud prevention, to select risks and settle claims, pursuant to section 99 of Spanish Law 20/2015, of 14 July, on regulation, supervision and solvency of insurance and reinsurance companies [*Ley 20/2015, de ordenación, supervisión y solvencia de las entidades aseguradoras y reaseguradoras*].
- Parties participating in current or potential legal proceedings, or that assist us in establishing, exercising and defending our legal rights. For example, we can share information with our legal advisors or other type of professional advisors.
- Parties with whom you have authorised us to discuss your claim for compensation or insurance policy (including other relevant persons in a policy).
- Providers of other products or services, so as to send you direct marketing communications, to the extent that you have authorised us to do so.
- Other service providers, for example, those that provide technological or data backup services.
- Other parties, to the extent that you have given us your consent or when permitted or required by law.

## International Transfers of Personal Data

We inform you that the Insurer has approved Binding Corporate Rules, which refer to an internationally recognised standard that provides adequate protection in the management of personal data within a multinational company. These rules have been approved by 16 European data protection authorities, including the Spanish Data Protection Agency. More specifically, these rules establish similar measures for the protection of personal data obtained during the course of business, in cases where that data must be transferred within Group companies.

Your data may be communicated to a Group company located outside Spain or the European Economic Area, in which case, these transfers will be made based on the Binding Corporate Rules of the AXA Group to which we adhere, thus ensuring an adequate level of protection equivalent to that of the European Union. If the Group Company is not adhered to the Binding Corporate Rules, the transfer will take place under the Standard Contractual Clauses. In any case, your data will be processed in compliance with European and Spanish data protection legislation.

### **Information retention periods**

The Insurer informs you that it will store the personal data for as long as the contractual relationship remains in effect to comply with the purposes described above.

Once the contractual relationship has ended, the data will be blocked for as long as it may be necessary for the exercise or defence in administrative or judicial actions, and in any case, for a maximum of seven (7) years. After this period has elapsed, the data will be deleted.

In relation to the data processed for advertising purposes, for which you have given us your consent, or for surveys and opinion requests, they will be stored for a maximum period of two (2) years.

### **Your rights**

In accordance with data protection legislation, you are entitled to exercise the following rights:

- **Right of access:** You are entitled to have the Insurer inform you as to whether or not it is processing your personal data and, if so, to access these data and receive information on the purposes for which they are being processed, the categories of data affected by the processing, the recipients to whom your personal data were communicated and the envisaged data storage period, among other information.
- **Right of rectification and erasure:** You are entitled to request the erasure of personal data when the applicable legal requirements are met, and to rectify inaccurate data concerning you when, among other reasons, they are no longer necessary for the purposes for which they were collected.
- **Right of restriction of processing:** In certain circumstances (e.g., if applicants challenge the accuracy of their data, while such accuracy is being verified), you may request that the processing of your personal data be restricted, in which case they will only be processed to file or defend against claims.
- **Right to revoke consent:** You are also entitled to revoke your consent at any time.
- **Right of total or partial objection to processing:** You are also entitled to object to the processing at any time, for reasons related to your individual situation, if the processing is based on our legitimate interest or the legitimate interest of a third party (including processing for direct marketing and preparing the

corresponding profiles). In this case, the Insurer will cease processing, unless there is evidence of legitimate reasons.

- Right to data portability: You are entitled to receive the personal data you have provided to the Insurer in a structured, common and machine readable format, and to transfer them to another data controller without the data controller to which they have been provided preventing this, in the cases legally envisaged for these purposes.
- Automated individual decisions: In addition to the rights mentioned in the context of the processing that involves automated decision-making, including profiling, you are entitled to obtain human intervention by the Insurer, and to express your point of view, and to challenge the decision taken.

## Other

Also, when personal data are transferred to a third country or international organisation, you will be entitled to be informed on how you can access or obtain a copy of the appropriate guarantees relating to the transfer.

You can exercise your rights, attaching a photocopy of your national identification number for correct identification, by the following means:

- By post, writing to the personal data protection department at: Departamento de Protección de Datos Personales, INTER PARTNER ASSISTANCE, S.A. SUCURSAL EN ESPAÑA, calle Tarragona 161, 1º, 08014 de Barcelona.
- By email, to the address [protecciondedatos@axa-assistance.es](mailto:protecciondedatos@axa-assistance.es)

Finally, you will be entitled to file a complaint with a national control authority (Agencia Española de Protección de Datos at C/Jorge Juan, 6. 28001- Madrid, or by telephone: 912663517) or the respective regional authority.

Our full privacy policy is available at <https://corp.axa-assistance.es/es/terminos-de-uso-y-politica-de-privacidad>

## CLAUSE IX. CUSTOMER SERVICE DEPARTMENT

In accordance with the provisions of the Spanish Ministerial Order ECO/734/2004, INTER PARTNER ASSISTANCE, S.A., SPANISH BRANCH has a customer service department to manage any claims and complaints lodged by policyholders, insured parties or their beneficiaries, or by injured third parties, that may derive from the application of this insurance contract.

Any complaints and claims may be sent in writing to the Customer Service Department in Barcelona, at Calle Tarragona, nº 161, 08014 or by sending an email to the address [atencion.cliente@axa-assistance.es](mailto:atencion.cliente@axa-assistance.es)

The response time for answers from the Insurer will be two (2) months after receipt of the complaint or claim.

If this period expires with no response from the Insurer, or if the claimant is not satisfied, the complaint or claim may be sent to the Claims Department of the Directorate General of Insurance and Pension Funds, located in Madrid, at Paseo de la Castellana nº 44, 28046.

## CLAUSE X.- PHONE CALL RECORDING

As data controller, INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH, notifies the Policyholder that, to ensure the provision and quality of the services it furnishes to its customers, and to combat fraud, any incoming and outgoing calls may be recorded and stored by INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH, for the duration allowed by law for such purposes. The Policyholder must notify the Insured Parties of these recordings.

The Policyholder authorises INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH to record these calls.

INTER PARTNER ASSISTANCE S.A., SPANISH BRANCH, guarantees the Policyholder that these recordings will be stored and protected under data protection legislation, agreeing also not to use them improperly or to disclose them by any type of dissemination, whether publicly or privately.