



coverontrip  
digital insurance

**TRAVEL  
CANCELLATION &  
TRIP  
INTERRUPTION  
INSURANCE  
POLICY WORDING**



## TRAVEL, CANCELLATION & TRIP INTERRUPTION

### INSURANCE PROPOSAL

### FOR FOOTBALL CLUBS AND GROUPS TRAVELLING

15 DAYS

#### Travel Assistance Insurance Policy Nº 29856

**POLICYHOLDER:** ACCOUNT CONSULTING SPAIN S.L.

THE POLICYHOLDER, has contracted with SOS Seguros y Reaseguros, S.A., which is part of INTERNATIONAL SOS GROUP, with registered office in Madrid, calle Ribera del Loira nº 4-6, with C.I.F. No. A-78562246, and with number C-627 of the Register of Insurance Companies of the General Directorate of Insurance and Pension Funds, the Travel Assistance insurance policy, with effective date 26/09/2018 and automatic successive annual renewals and coverage with territorial scope WORLDWIDE (INCLUDING USA), and the guaranties and limits as detailed below:

#### GUARANTEES COVERED

	Coverage	Maximum limits in Euros
<b>A)</b>	<b>MEDICAL CARE GUARANTEES</b>	
1a	Medical, pharmaceutical or hospitalization expenses	
	in the country of origin	€ 1.500
	abroad	€ 30.000
1b	Medical expenses of hospitalization in the country of origin or residence due to continuity	€ 6.000 (Máx. 30 days)
2	Dentistry emergency expenses during a trip abroad	€ 750
3	Advance of fees for hospitalization abroad	€ 30.000
6	Medical transfer or medical repatriation	Unlimited
<b>B)</b>	<b>TRAVEL ASSISTANCE GUARANTEES</b>	
10	Travel expenses of the companion	Unlimited
11	Lodging expenses of the companion of the hospitalized insured person	€ 200 per day/10 days max.
12	Return expenses of the companions	Unlimited (Máx. 3 companions)
14	Transfer or repatriation of mortal remains	Unlimited
15	Travel expenses of the companion of mortal remains	Unlimited
16	Lodging expenses of the companion of mortal remains	€ 200 per day/5 days máx.
17	Return of the companions of the deceased	Unlimited (Máx. 3 companions)
32	Early return of the insured person due to the death of a family member	Unlimited
33	Early return of the insured person due to the hospitalization of a family member	Unlimited
<b>C)</b>	<b>TRAVEL AND FLIGHT INCIDENTS GUARANTEES</b>	
27	Trip delay	+ 6 hours: € 300 + 12 hours: € 850
28	Loss of connections	€ 850
29	Trip delay due to overbooking	+ 6 hours: € 150 + 12 hours: € 300
30	Trip cancellation	€ 300
31	Access to V.I.P. services due to incidents during travel	€ 100
35	Loss or theft of baggage	€ 600
<b>D)</b>	<b>TRAVEL ASSISTANCE SERVICES GUARANTEES</b>	
36	Traveler information service	Included

41	Location of lost baggage or personal objects	Included
26	Delay in the delivery of luggage registered in public transport	€ 200
21	Loss of keys	€ 60
38	Administrative procedures services for hospitalization abroad	Included
44	Death or permanent disability because of accident	€ 1.000
43	Private Civil Liability	€ 30.000 Max. per policy and year of € 600.000 (Franchises € 60 and € 200 USA)
45	Cancellation expenses	3.500
51	Trip interruption - Reimbursement of holidays expenses	2.500



**HANDLING OF CLAIMS:**

You shall request assistance by telephone (collect call) at number **91.572.43.43** and if you call from abroad at **34.91.572.43.43**. You shall indicate the following:

- \* Name and Last Name.
- \* Number of the insurance policy.
- \* Address and phone number where you are at.
- \* Description of the problem suffered.

**Guarantees and benefits that have not been requested from the Insurer and have not been made by or with their agreement, shall I not give rise to a subsequent reimbursement or compensation**, however, when the Insured person, due to circumstances of force majeure, cannot contact the Assistance Center he may request the reimbursement of the expenses by writing to SOS SEGUROS Y REASEGUROS, SA C / Ribera del Loira, 4-6, 28042 MADRID, providing the following:

- \* Reasons for not contacting the Assistance Center.
- \* Number of the insurance policy.
- \* Original receipts or invoices for the expenses incurred.
- \* Medical report stating the diagnosis of the illness and, if necessary, the need to be repatriated.
- \* Death Certificate and documentation proving the degree of kinship with the deceased for cases of repatriation due to death of a relative.

**This document is provided for information purposes only. It does not constitute a contractual document, so it does not replace the General and Particular Conditions, as well as its limitations and exclusions, of the policy itself, all of which shall prevail in case of discrepancy.**





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This contract is governed by Law 50/80 of October 8th (registered in the BOE (Official Bulletin) of October 17) on Insurance Contract, by Law 20/2015, of July 14, on management, supervision and solvency of insurance and reinsurance companies, by the modifications and adjustments thereof and by their regulatory provisions.

In accordance with the rule of Law, the Conditions of the present insurance policy have been written as clearly and precisely as possible, in order to enable all interested parties to understand the exact scope of the policy.

**1.1 Information provided by the Insurance Policyholder in the Insurance and/or information attached to the latter, are the basis of the terms and conditions of the insurance, including calculation of premiums, and the essential reason for which the Insurer enters into this contract. Should there be any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.**

**1.2 The Insurance Policyholder must inform the Insurer of the nature and circumstances of any risk and report any circumstance known by the Policyholder that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Policyholder by the Insurer, the former must declare any and all circumstances that could affect assessment of the risk, to the Insurer.**

**1.3 This contract shall be formalized once the policy or provisional letter of coverage is duly signed by the contracting parties and shall take effect upon the date and time stipulated in the Particular Conditions.**

**1.4 Should the contents of the policy differ from the insurance proposal or the agreed clauses, the Insurance Policyholder shall be entitled to demand within the one month period from the delivery of the policy, the Insurance Policyholder may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the policy shall prevail.**



## 2. CONTRACT DISPUTES

This insurance contract is subject to Spanish jurisdiction and the competent judge for any actions derived from the insurance contract will be the judge who corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

## 3. DEFINITIONS

The following definitions shall apply in this contract:

**ACCIDENT:** Any event due to a violent, sudden, external cause and extraneous to the intentionality of the Insured Person that produces objectively appreciable bodily injury.

**INSURER: SOS SEGUROS Y REASEGUROS, S.A:** The Insurer that assumes the contractually agreed risk, **subject to Spanish Law and having its registered office in Spain.**

**INSURED PERSON:** Each of the persons who, belonging to the insurable group, satisfies the conditions of adhesion and who is on the list of persons included in the insurance, which is contained in the Particular Conditions or its annexes. With regard to work travel, a companion and accompanying children are included, with the consent of the Policyholder, and whenever provided for in the Particular Conditions.

**HOSPITAL FACILITY:** A public or private Hospital, Healthcare Center or Clinic that is legally authorized to provide medical treatment of illnesses or body injuries, using material and human resources necessary for diagnosis, treatments, and surgical operations. **Spas, rest homes, nursing homes and similar establishments are not considered to be Hospital Facilities.**



**QUARANTINE:** Temporary isolation of individuals in order to prevent the spread of infectious disease.

**ADDRESS OF THE INSURED PERSON:** The latter's residence in Spain, except in the case of policies contracted for incoming travel, or of third country citizens travelling abroad. Incoming travel shall be understood as any type of trip whose destination is Spain, whenever the Insured Person resides abroad.

For the purpose of the guarantees and indemnity limits described in each of the latter, address of the Insured Person is the latter's usual address in the different countries of origin, therefore, whenever the word Spain appears, the latter shall be understood to be the country of origin of the Insured Person, and whenever the word foreign appears it shall be understood to be all other countries, other than that of the address of the Insured Person.

**PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE:** A serious and unexpected

event with international spread that requires international or national health authorities to take measures to restrict travel and/or trade.

**ILLNESS:** Any alteration of the health condition of the Insured Person, whose diagnosis and confirmation is made by a legally recognized doctor, and whose assistance is necessary.

**CONGENITAL ILLNESS:** It is the one with which a person is born, contracted in the womb of the mother.

**SERIOUS ILLNESS:** Any alteration of the health condition of the Insured Person, which requires urgent and essential assistance of medical services to preserve the life of the Insured Person.

**PRE-EXISTING ILLNESS:** Any illness, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.





**TERMINAL ILLNESS:** Any advanced, progressive and incurable condition for which there are no possible chances of response to specific treatment and for which the survival rate is less than 12 months.

**BAGGAGE:** Any items of personal use that the Insured Person takes along during a trip, as well as any articles issued by any transportation carrier.

**STABILIZATION OF THE PATIENT:** The moment in which the breathing of the patient is guaranteed, bleeding is under control, shock has been treated and fractures immobilized, and the deterioration of the patient's condition is interrupted and his vital signs (blood pressure, pulse, breathing and tissue perfusion) are stabilized.

**EVENT:** A set of individual claims that arise or are directly caused by a single occurrence or contingency.

**FAMILY MEMBERS:** Only spouses, duly accredited partners, children, parents, siblings and parents-in-law, sons-in-law, daughters-in-law and brothers-in-law of the Insured Person, unless otherwise stipulated for each Coverage or Guarantee. In addition, the legal tutors of the Insured Person shall have this condition.

**DATE OF CLAIM:** The date of occurrence of a foreseeable risk guaranteed by the policy, due in any and all cases to an accident or event that takes place during the term of the insurance contract.

**DEDUCTIBLE AMOUNT:** This is the expressly agreed amount or percentage of a claims indemnity that is defrayed by the Insured Person who whereby acts as self-Insurer.

**INSURABLE GROUP:** The group of physical persons, united by a common bond, previous or simultaneously to the insurance agreement contract, but different from it, that comply with the requirements to be an Insured Person.

**HOSPITALIZATION:** It involves the hospitalization record of the patient and his justified stay in the hospital for a minimum of 24 hours.



**PETTY THEFT:** Removal of another's property, for personal gain, without the use of violence or intimidation of the individual, or the use of force on property.

**PERMANENT ABSOLUTE DISABILITY:** Situation by which the Insured Person is incapacitated in a definitive and irreversible manner to carry out any profession.

**PARTNER:** Spouse, or domestic partner who is legally inscribed in an Official Registry, either local, regional or national, and other comparable accredited situations of cohabitation.

**POLICY:** It is the document that incorporates the Insurance Contract. It is constituted by the General and Particular Conditions that have been delivered to the Policyholder / Insured Person at the time of the signing. Special Conditions may also exist for certain risks or insurable groups. The Policy includes the Supplements or annexes that amend or complete its content.

**PREMIUM:** The price of the insurance, which likewise shall include any legally applicable taxes.

**USUAL RESIDENCE:** The place where the Insured Person has his main dwelling. In case of doubt, it will be understood that it is the one which appears as such in the census inscription.

**THEFT:** Removal of another's property through violence or intimidation to the other individual, or the use of force on property.

**INSURANCE AT FIRST RISK:** The modality of insurance for which a certain amount is guaranteed up to which the risk of the Insured Person is covered, regardless of the total value, without, therefore, the proportional rule being applicable.

**INSURED AMOUNT:** The amount established in the Particular, Special and General Conditions, which constitutes a maximum indemnity or reimbursement limit payable to the Insured Person for the combined total of claims that occur over the term of the policy.



**POLICYHOLDER:** The physical or legal person that signs this contract with the Insurer, and that represents the Insured Group, and to which the obligations arising from it correspond, except for those that because of their nature must be fulfilled by the Insured Person or their Beneficiaries.

**VITAL EMERGENCY:** A situation of serious deterioration of health which necessitates medical health assistance, which, if not immediately provided, could endanger the life of the patient or the latter's physical integrity or permanently impair his or her health.

**TRIP ABROAD:** Any TRIP and consequent stay of Insured Persons outside their country of domicile and / or usual residence.

#### 4. **GENERAL RULES GOVERNING THE INSURANCE**

##### **GEOGRAPHIC SCOPE**

The guarantees of this insurance shall have effect worldwide, and be valid for different countries depending on the option specified in the Particular Conditions.

European countries: Albania, Austria, Germany, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, the Vatican City, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, ARY Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Russia (the European part, up to the Urals), San Marino, Serbia, Sweden, Switzerland, Turkey and Ukraine.  
**The overseas territories of the above listed countries outside the geographic territory of the European Continent are not considered to be within the scope of Europe, except for the Canary Islands, the Azores, and Madeira.**

For the coverage indicated the following Mediterranean basin countries shall be considered in the same manner as Europe: Morocco, Algeria, Tunisia, Libya, Egypt and Israel.

Non-coastal Mediterranean country included: Jordan.



The guarantees shall only be valid, more than 30 kilometers from the habitual residence of the Insured Person, except in the Balearic and Canary Islands, where it shall be more than 15 kilometers.

## **5. EFFECT AND DURATION OF CONTRACT**

Unless otherwise stipulated, the contract shall enter into force at 0 hours on the date specified in the Particular Conditions and terminate on at 12 o'clock midnight on the date on which the specified duration expires, provided that the Insured Person, or Policyholder, has paid the corresponding premium invoice.

## **6. RISK ZONE. HIGH RISK ZONE. WAR ZONE**

The Insurer considers War Zone / High Risk Zone and / or Risk Zone to be those geographic areas at war, with war-like situations, revolution, civil unrest, riots, acts of terrorism and similar circumstances, or areas affected by extraordinary natural disaster, earthquakes or landslides. Likewise, any area in which hygiene and health conditions put the health of the Insured Person at risk if he or she is remains present are also considered to be a Risk Zone or High Risk Zone.

The term "War Zone" refers to areas predominated by war, war-like situations, revolution, civil unrest, riots and similar circumstances, while zones of risk are other areas where it is increasingly risky for an Insured Person to remain, which, based on the degree of such risk, are considered to be "Risk Zones" or "High Risk Zones".

Travelling to risk zones, high risk zones and war zones.

In order to contract insurance with coverage in an area mentioned in the paragraph above, it is absolutely necessary that the Insurance Policyholder notify the Insurer of his or her intention to contract such coverage. The Insurer may choose to refuse the risk or to establish a premium surcharge for that travel destination and its inclusion in the classified risk. If such notice is not given and a claim directly related to this particular situation of risk, high risk or war were to occur, the insurance would not guarantee any portion of such a claim.



If the Insured Person is at destination and it were to be declared a Risk Zone, High Risk Zone or War Zone, coverage shall be extended for a period of 14 days from the moment in which the area is declared to be one of special classification. The Insurer must be informed during that period and the Insured Person must decide to abandon said area or agree to pay a premium surcharge on his or her policy, which may include the establishment of new conditions for guarantees, limits and premiums, at the discretion of the Insurer, who may or may not refuse to provide coverage in said zones of risk.

## **7. CANCELLATION OF POLICIES**

Policies whose duration is annual shall be automatically renewed upon their respective due dates for another successive annual period, unless one of the parties provides written notice of his unwillingness to do so to the other party, within two months' time before the termination of the period in course in the case of the Insured Person, and one month in advance in the case of the Policyholder.

## **8. LIMITS AND CURRENCY OF GUARANTEES**

The maximum limits of the guarantees of this Policy shall be those which are stated in the Particular Conditions. For those guarantees in which there is no quantitative limit and that are indicated as included in the mentioned Particular Conditions, it shall be understood that the maximum limit of these shall be the effective cost of providing the service to be performed by the Insurer. In any case, all the limits of this policy are per incident and Insured Person.

**Limit per claim:** The maximum limit of the indemnity for which the Insurer is liable per claim, for all individuals insured within the group's set of policies, even when several guarantees are affected as a result of a single event, regardless of the number of Insured Persons affected.

**The limit shall be stipulated in the Particular Conditions.**



In accordance with the conditions herein contained in this section, **the maximum indemnity in the case of a claim due to an event classified as a “PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE” shall be 3,000,000 € (Three million Euros)** for the total of all guarantees under this contract, regardless of the number of Insured Persons affected. For this purpose, any and all cases that occur within the 30 days immediately following the declaration of the quarantine shall form part of a single claim.

**A limit per insurance period of €600,000 (Six hundred thousand Euros) per policy and year is established for the guarantee of Private Civil Liability.**

Unless otherwise stated in the Particular Conditions, the maximum amount to be paid for the same **Incident**, called accumulation of capital, is **set at a maximum of €600,000 (Six hundred thousand Euros)**, which shall be the maximum amount that the Insurer would make effective in the event of a claim affecting a number of Insured Persons whose sum of compensation exceeds this accumulation, in which case, it shall accrue proportionally to the insured capital of each one affected.

The currency applicable to this Policy is the Euro, so the limits of the guarantees shall be expressed in this currency, regardless of the fact that for those services that must be paid or guaranteed by the Insurer in another currency, **the equivalent in Euros thereof will be applicable at the date of occurrence of the accident.**

## **9. OVERLAPPING OF INSURANCE**

When any of the risks covered by this Policy is also covered by another Insurer during the same period of time, the Policyholder or the Insured Person shall notify the Insurer of the other existing insurances, unless otherwise agreed.

If such overlapping of insurance is not reported due to malicious intent and an incident occurs in the case of over-insurance, the Insurer is not obligated to pay compensation. Whenever such a claim occurs, the Policyholder or the Insured Person must report it, pursuant to the provisions of the Article on Claims, to the Insurer, and the name of the other Insurers, who shall contribute proportionally to the payment of the services performed.



Likewise, any compensation payable by the Insurer shall constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or from any other protection institution, including mutual insurance companies, for the same medical expenses.

Under no circumstances shall the insurance be used for the unfair enrichment for the Insured Person, nor may he receive an amount of compensation that exceeds the actual expenses.

## **10. LAPSING**

Actions derived from the contract expire **five years** from the day they are taken.

## **11. EFFECTS OF PREMIUM DEFAULT**

- 11.1** If, due to the Policyholder or the Insured Person, the first premium has not been paid, or the single premium has not been paid at due date, the Insurer has the right to terminate the contract or demand payment of the premium through legal enforcement of the policy.

**Unless otherwise agreed in the Particular Conditions, if the said first premium has not been paid before a claim occurs, the Insurance Company shall be released from its obligation.**

**11.2** In case of non-payment of one of the following premiums, the coverage provided by the Insurer shall be suspended one month after the date of its expiration. If the Insurance Company does not claim payment within six months of the expiration of the premium, it shall be understood that the contract has been terminated.

**11.3** In any case, when the contract is under suspension, the Insurer shall only demand the payment of the premium for the current period.

**11.4** If the contract has not been terminated or extinguished in accordance with the previous paragraphs, the coverage shall again take effect 24 hours after the Policyholder or the Insured Person paid the premium, whenever appropriate.



## 12. THE PRINCIPLE OF GOOD FAITH

The Law provides for various situations that, when they occur, go against the interests of the Insured Person, as they are sanctioned with nullity or ineffectiveness of the contract, or with consequences such as its challenge, exemption from the obligation of compensation and even the claim of liquidated damages by the Insurer.

In general, such situations occur when the Policyholder, the Insured Person or the Beneficiary act with malicious intent, bad faith or gross negligence; when the Policyholder makes incorrect statements; when data is hidden; when there is no cooperation in rescue tasks and, in summary, when the principle of good faith underpinning the insurance contract is not respected.

Fraud, willful misrepresentation or concealment of information in connection with a claim shall be grounds for annulment of the Policy. In such case, the Policyholder or the Insured Person shall lose all rights to receive the compensation that can correspond to them and must return any indemnity that the Insurer has already paid. In this case, the Insurer shall not reimburse the premiums.

## 13. CONTRACT ANNULMENT AND INCONTESTABILITY OF POLICY

The Insurance Contract shall be null and void, except in the cases provided for by the Insurance Contract Law, if at the time of its conclusion the Risk does not exist or the Claim has not occurred (Article 4 of the Insurance Contract Law 50/80 of October 8).

## 14. AGE LIMIT

The guarantees of this Policy **shall be enforceable after ninety (90) days of the birth of the Insured Person** (prior notice thereof) **and shall cease at 0:00 am on the day that the Insured Person reaches the age of 70**, unless otherwise provided in the Particular or Special Conditions.





## 15. COMPOSITION OF THE INSURED GROUP AND ITS VARIATIONS

The Policyholder shall indicate to the Insurer the composition of the Insured Group and shall also be obliged to notify him of any changes that may occur in said group and which may consist of:

- REGISTRATIONS: Originated by the inclusion of the Insured Persons that join the Group.

The effect of each registration shall occur from the moment the Insurer is notified and the corresponding premium is paid.

- CANCELLATION: They shall take place when a person of the Insured Group exits said group and shall take effect from the moment in which such circumstance is notified to the Insurer, or when the age of exit is reached.

## 16. INDIVIDUAL INSURANCE CERTIFICATES

The Insurer shall issue for each Insured Person the corresponding Individual Insurance Certificate, which shall include an extract of the General, Particular and Special Conditions where applicable, as well as instructions for the use of the services and guarantees offered through the insured coverage.

**The Policyholder expressly assumes the duty to deliver the Certificate to the Insured Person, as well as the information of the contractual conditions and other legally required circumstances.**

## 17. DURATION OF INSURANCE

The insurance shall have the duration that is indicated in the Particular Conditions.



The coverage of the policy shall take effect at the time and date indicated in the Special Conditions,

**provided that the policy has been signed and the first premium satisfied.**

Those policies whose duration is annual shall be tacitly extended at their respective maturities for successive annuities, unless one of the parties oppose to its extension by means of written notice to the other party, within two months before the conclusion of the policy period in progress if exercised by the Insurer and one month if done so by the Policyholder.

## **18. HANDLING OF CLAIMS**

Once an incident that gives rise to the provision of any of the guarantees covered by the Policy occurs, **it shall be an essential requirement that the Insured Person or his / her relatives, immediately contact the Insurer**, by collect call to the Assistance Center, Telegram, fax or e-mail to the numbers indicated in the Particular Conditions.

Should this notification be prevented by force majeure, immediate steps must be taken to end the circumstance impeding notification.

Once the contact has been established, the policy number, the place where the Insured Person is located and a contact telephone number shall be indicated, as well as the circumstance of the accident and the type of assistance requested.

Upon receipt of this notification, the Insurer shall provide a file number and shall immediately put into operation the mechanisms of its international organization in order to provide the required service.

**The Insurer is not responsible for delays or breaches due to force majeure or relating to special administrative or political characteristics of a particular country. In any case, if direct intervention by the Insurer is not possible, the Insured Person shall be reimbursed upon return to Spain, or if necessary, as soon as he is in a country where the previous circumstance does not exist, of the expenses incurred, whenever they are guaranteed by the presentation of the corresponding supporting documents.**



The medical and health transport services must be carried out with the previous agreement of the physician who treats the Insured Person with the medical equipment of the Insurer.

If the Insured Person were entitled to reimbursement for the unconsumed part of the ticket, when making use of the transport or repatriation guarantee, said refund shall revert to the Insurer. Likewise, with respect to the travel expenses of Insured Persons, the Insurer shall only be responsible for the additional expenses required by the event in excess of those originally anticipated by the Insured Person.

The Insured Person must submit a written complaint to the carrier in compliance with the deadlines established by each company, and must subrogate their rights against the carrier in favor of the Insurer by signing the corresponding subrogation brief, prior to receiving the advance of compensation. The original certificate of the carrier on the occurrence of the delay (reflecting the actual departure time) or cancellation and its causes shall be provided.

The compensations fixed in the described guarantees are complementary to other benefits to which the Insured Person is entitled, and the latter is responsible for managing the necessary steps to recover these expenses from the companies required to pay and to compensate the Insurer for the amounts that have been anticipated.

The Insured Person shall not be entitled to any compensation when he deliberately uses improper documents or fraudulent means, presents incomplete, inaccurate, exaggerated or fraudulent claims or when clauses are concealed and consequences magnified.

#### **Documentation to be presented in the event of a Claim:**

The Policyholder, Insured Person or Beneficiaries shall provide all reasonable and necessary evidence in support of a claim, including, **but not limited to**, the following:

#### **18.1 For all coverage:**



- a) Number of the insurance policy.
  
- b) Declaration of the Insured Person or Beneficiary explaining the incident: date, reason, cause, and consequences.
  
- c) In cases where it is necessary, original and dated documents, or documents duly legalized by a notary public that reasonably justify the event that caused the claim as required by the Insurer, must be presented.
  
- d) Business trip tickets.
  
- e) Declaration of the Policyholder confirming the nature and the characteristics of the trip.
  
- f) The Policyholder shall be required to have at the disposal of the Insurer any kind of documentation to prove that the Insured Person who suffered the claim belongs to the Insured Group during the term of the policy.g) Comprobantes originales de los gastos realizados.
  
- h) For the application of Medical Care and Travel Assistance coverage, the Insurer shall have to contact the Assistance Company of the Insurer, being this mandatory and prior to any intervention covered by these guarantees.
  
- i) Any Insured Persons shall undergo the medical examinations that the Insurer may reasonably require related to an accident.

## **18.2 For Accident coverage:**

### **18.2.1 Procedure in case of accident.**

- a) The Policyholder, the Insured Person or the Beneficiary must inform the Insurer of the occurrence of the claim within a maximum period of 7 days. In case of non-compliance, the Insurer may demand damages or losses caused by the lack of declaration.



This effect shall not occur if it is proved that the Insurer has been aware of the claim by other means.

The Policyholder or the Insured Person must also provide the Insurer all types of information relating to the circumstances and consequences of the claim.

In case of violation of this duty, the loss of the right to compensation shall only occur in the event of fraud or gross negligence.

b) The Policyholder or the Insured Person shall, in order to mitigate the consequences of the claim, use the means at his disposal to preserve the life of the Insured Person and to achieve his early recovery. In case of breach of this duty, the Insurer may reduce its benefit in timely proportion, taking into account the importance of the damages derived from it and the degree of responsibility of the Insured Person, according to the provisions of article 17 of Law 50/1980.

#### **18.2.2 Documentation in case of accident.**

Accident report, statement or any other document issued by the local authorities establishing the circumstances of the Accident.

**- In case of death by accident:**

- a) Certificate of death, issued by the Civil Registry.
- b) Certificate of the doctor who assisted the Insured Person, stating the accident that caused the death or, if applicable, testimony of the complete Judicial Proceedings and autopsy and toxicology report, if they have been performed, or other documents proving the death due to accidental cause.
- c) Proof of Income from the settlement of the Inheritance Tax, or declaration of exemption from it, duly completed by the competent Tax Administration.
- d) If there is an express designation of Beneficiary, document accrediting the same. If there is no express designation, the registration certificate and copy of the Last Will and Testament Finally, if absence, Declaration of Heirs or affidavit, shall be required.



- **In case of Absolute Disability:**

- a) Medical certificate, indicating the reason for the injury, cause, beginning, nature and consequences of the same.
- b) Strong resolution of the competent Labor Authority where the Degree of Incapacity recognized to the Insured Person is stated.
- c) If applicable, letter of payment or exemption from the corresponding tax, duly completed by the Treasury Department.

**18.3 For Medical Care Coverage:**

- a) Declaration stating the detailed circumstances of the Accident or Illness and the names of the witnesses.
- b) Original proofs and invoices, medical fees, prescriptions, medical expenses, Social Security declarations, hospital bills, as well as the forms of reimbursement that the Insured Person would have benefited from.
- c) Reporting of first medical care and / or hospital admission.
- d) Initial medical report describing the nature of the medical condition and providing an accurate diagnosis.
- e) In case of accident, medical certificate spell reason, cause and consequences thereof.

The Insured Person shall be under the obligation to claim the benefits to which he is entitled, in accordance with the General Social Security Regime or any other special regime thereof or substitute organizations or regimes, and must repay the Insurer any amounts entitled to under this coverage. When traveling to European Union countries, the Insured Person must carry the "European Health Card" TSE. For travel to other countries with which there is a Social Security Agreement the Insured Person must carry the corresponding form.

**If the Policyholder or the Insured Person have contracted other insurance that guarantees similar risks during the term of this contract, they must notify the Insurer. The indemnities to be paid by the Insurer under this Policy shall strictly constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or any other protection institution, including mutual insurance companies, according to the stipulations in the legislation**



**applicable, due to the same medical expenses, without the Insured Person being able to receive, in total, a value higher than the actual expenses.**

#### **18.4 For coverage of Loss, Theft or Delay of Baggage:**

- a) The Insured Person must submit a copy of the complaint to the police or competent authority within 24 hours of the incident, except in cases of force majeure, and provide proof of purchase of the lost or stolen items.
- b) In the case the lost or stolen objects are found and returned to the Insured Person, he must inform the Insurer and return any compensations that he would have received for this coverage.
- c) In case of damaged goods, the Insured Person may be required to justify the damage, sending the damaged good to the claims department of the Insurer or submitting the invoice for its repair.

In cases of claims in which the baggage was under the responsibility of the Carrier:

The Insured Person must proceed immediately to request the verification of the damage or disappearance of the baggage by competent persons or authorities (Station Manager, qualified representative of an airline, shipping and transportation companies, Hotel Managers, etc ...) and ensure that their circumstances and importance are reflected in a document that shall be sent to the Insurer.

- d) Copy of the Claim submitted to the Carrier.
- e) Original or copy of the baggage check.
- f) Declaration of the Carrier confirming the claim and indicating the amount indemnified.
- g) Certificate of the Carrier indicating the day and time of delivery of the baggage.

The amount of compensation under this policy, shall correspond once the liability of the Carrier has been exhausted and always as an additional supplement to the amount



compensated by said transportation company or under any other insurance policy that the Policyholder holds with the Insurer.

#### **18.5 Coverage for the Delay or Cancellation of Travel:**

- a) Original certificate of the Carrier regarding the occurrence of the delay (reflecting the actual departure time) or cancellation and its causes.
- b) Confirmation of the trip or boarding pass.

#### **18.6 Coverage for early return:**

The Insured Person must provide documents or certified proof of the cause of the interruption of travel:

- a) Death of a relative: Death certificate.
- b) Hospitalization of a family member: Certificate or proof of hospitalization.
- c) A serious claim in his or her usual residence or professional premises: original report of firemen, complaint to the police, report of the insurance company, or similar documentation.

#### **18.7 Coverage for Civil Liability:**

In the event of a claim, the Insurer must be informed in writing within a maximum period of 7 days and given all the details of the circumstances of the claim and its consequences. Any written correspondence, citations, legal notices regarding a covered claim must be sent without delay to the Insurer.





Likewise, any procedures and investigations that concern a covered contingency and involve the Insured Person must be reported to the Insurer.

The Policyholder, the Insured Person or the latter's legal representatives shall not accept, negotiate or refuse any claim without the express consent of the Insurer.

#### **18.7.1 Indemnity Payment:**

The indemnity shall be paid by the Insurer at the end of the investigations that verify the existence of the claim, and any degree resulting disability, if there is such.

The Insurer shall pay no interest on the payable indemnity unless otherwise specified.

#### **18.7.2 Benefit Acceptance**

If the Insurer has paid a claim under this policy and the Policyholder or Insured Person has accepted full and final payment, the Insurer shall have no obligation to make another later payment for the same claim.

### **19. REIMBURSEMENT OF EXPENSES**

In order for the Insurer to pay for the expenses incurred in obtaining the services / benefits provided for in the Policy, it shall be essential that the notice provided for in the first paragraph of the previous article has been issued, the appropriate authorization of expenses have been obtained, and that the original documents supporting the disbursements made have been presented.

**In no case, the service provision shall be replaced by compensation, unless express agreement.**

### **20. EXEMPTION FROM LIABILITY**



It is expressly stated that SOS SEGUROS Y REASEGUROS, SA, declines any responsibility, including subsidiary and / or complementary, arising from claims due to delays and / or breach as a result of force majeure or caused directly or indirectly by the political-administrative circumstances of a Country or geographical region.

Likewise, the Insurer declines any liability derived from publicity or propaganda made by the Policyholder, which has not been previously authorized in writing.

## **21. SUBROGATION**

Whenever the Insurer pays a benefit indemnity to the Insured Person, it may exercise subrogation of the rights and actions of the latter vis a vis any liable third parties. The Insured is obligated to collaborate with the Company in carrying out this action. Any compensation higher than the indemnity is the liability of the Insured Person.

## **22. CONFLICT BETWEEN PARTIES**

For the resolution of any dispute arising in connection with the execution of this Contract, the Insured Person may choose to present the corresponding claim to the Insurer, request administrative protection from the Directorate General of Insurance and Pension Funds or go to the instance deemed most convenient for the defense of their interests.

In any case, this insurance contract is subject to Spanish jurisdiction and, therein, the competent judge for any actions derived from the insurance contract will be the judge who corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

## **23. ACCEPTANCE**

The Policyholder understands and receives in this act the present General Conditions and expressly accepts all limiting clauses contained therein.



The Policyholder shall inform the Insured Person of the guarantees included in this Policy, the legislation applicable, the address of the Insurer and of the instances of claim against it.

## 24. PURPOSE OF THE INSURANCE

Within the limits established in the General, Particular and Special Conditions of the Policy, the insurance guarantees the coverage specified in the following article, **in the case an accident occurs during a trip, provided that the corresponding premium has been paid in advance to the Insurer.**

## 25. GUARANTEES TO BE BORNE BY THE INSURER

### A) MEDICAL CARE GUARANTEES

#### 1.- MEDICAL, PHARMACEUTICAL OR HOSPITALIZATION EXPENSES

##### a) During travel

The Insurer shall bear, **up to the limit established in the Particular Conditions**, the medical- surgical, pharmaceutical, hospitalization and ambulance expenses that the Insured Person needs during a foreign trip covered by the policy, as a result of an illness or accident occurred during the course of the same, and **up to a maximum of 180 days from the date of the incident or the first diagnosis of the disease, provided that previous consent from the Insurer has been requested**

**The Medical, Surgical, Pharmaceutical and Hospitalization expenses limit in the country of origin of the Insured Person are established in the Particular Conditions.**



**In cases of vital urgency as a result of an unpredictable complication of a chronic or pre-existing illness, expenses shall be borne until the stabilization of the patient is achieved.**

**b) Medical expenses of Hospitalization in the country of origin or residence for continuity of assistance abroad.**

If the Insured Person becomes ill or suffers an accidental physical injury during a trip abroad covered by this policy and requires a continued medical treatment that entails hospitalization immediately after returning to his / her country of origin or residence, the Insurer shall be responsible for the reasonable and necessary Hospitalization expenses, **up to the maximum amount indicated in the Particular Conditions, taking into account that the duration of the clinical treatments cannot exceed 30 days.**

## **2.- DENTISTRY EMERGENCY EXPENSES DURING A TRIP ABROAD**

The Insurer shall bear the cost of treatment as a result of the appearance of acute dental problems such as infection, pain, broken pieces, fallen fillings, etc., which require emergency treatment, as long as they occur during the course of a trip abroad **and up to the limit indicated in the Particular Conditions.**

## **3.- ADVANCE OF FEES FOR HOSPITALIZATION ABROAD**

When, during a trip abroad, because of an accident or illness covered by the Policy, the Insured Person shall require hospitalization, the Insurer will take care of the fee that the Hospital Center demands to proceed with the admission of the Insured Person, **up to the limit stipulated for the guarantee of Medical Expenses.**

## **4.- EXTENSION OF STAY**

If the Insured Person is ill or suffering from an accident while abroad, and his return on the planned date is deemed not possible based on the decision of the Insurer's medical team after consultation with the attending physician, the Insurer shall be liable for any hotel and meal expenses initially unforeseen by the Insured Person that are caused by



a prolongation of his or her stay, **up to the total limits, both temporal and monetary, established in the Particular Conditions.**

#### **5.- SENDING OF MEDICATIONS ABROAD**

The Insurer shall be responsible for the delivery of medications that, as a matter of urgency, are prescribed by a doctor to the Insured Person during the trip abroad and which cannot be found in the place where they were displaced or be replaced by medicines of similar composition.

**In no case shall the Insurer be responsible for the cost of the medications, having to be paid by the Insured Person to the provider of the service upon delivery thereof.**

#### **6.- MEDICAL TRANSFER OR MEDICAL REPATRIATION**

In the event of accident or illness of an Insured Person who is travelling outside his or her country of residence, the Insurer shall be liable for the transfer or repatriation of the Insured Person to a properly equipped medical facility or to the latter's usual place of residence, whenever deemed necessary based on the decision agreed upon between the Insurer's medical team and the attending physician.

In each case, the medical team of the Insurer shall decide the means of transportation and which medical facility to use, or whether repatriation is necessary, based on the urgency or seriousness of the Insured Person's condition, and shall keep in permanent contact with the physicians attending the Insured Person, to ensure that the latter receives proper care.

**The medical team of the Insurer may authorize the use of a medical airplane, based on the medical condition of the Insured Person, but only when the latter is outside the territory of Europe or the Mediterranean-basin countries specified in the section on Geographic Scope.**

#### **7.- DISPATCH OF A MEDICAL SPECIALIST ABROAD**



If the seriousness of the status of the Insured Person does not allow him to be transferred to Spain, in accordance with the provisions of the previous coverage and the assistance that may be provided locally is not adequate, according to the opinion of the medical services of the Insurer, the latter shall send a specialized physician to the place where the Insured Person is at, to provide care and assistance, until medical repatriation can be carried out, whenever local legislation allows the specialist doctor to practice in the place where the Insured person is at.

## 8.- SECOND MEDICAL OPINION FOR DISPLACED INSURED PERSONS

If, during the long-term travel abroad, the Insured Person is diagnosed for the first time with a serious illness including those in the attached list (\*), the latter may ask the Insurer for a second opinion on the diagnosis or medical treatment of the condition.

This Second Opinion may be carried out in person (consultation and testing up to the limit of coverage) or documentary (issuance of a report by a specialist consultant who shall study the information available and based on it will answer the questions of the Insured Person).

In order to make use of said second documentary opinion, the Insured Person shall send, at his responsibility, a copy of the medical reports, imaging scans, biopsies and / or other diagnostic tests that may be available.

In both cases, the consultants shall be designated by the Insurer from among specialists, healthcare centers, doctors or academic professionals in Spain or in the country of origin or residence of the Insured Person. In the case of a Second Medical Opinion in person, the diagnostic tests covered shall be those prescribed by the Consultant designated by the Insurer, **within the limits of the coverage.**

Throughout this process, the Insured Person shall be assisted and informed at all times by a health team directed by a doctor, who shall be responsible for managing the case.

**The Second Opinion shall be requested from the Insurer within a maximum of three months from the first diagnosis.**



**The maximum limit of total expenses for this guarantee shall be that established in the Particular Conditions.**

**(\*) LIST OF DISEASES**

- Cardiovascular diseases with involvement of organs (myocardial infarction, coronary disease, advanced valvular diseases, severe chronic limb ischemia) or requiring invasive procedures for diagnosis or treatment such as coronary artery bypass surgery or interventions on valves or vessels.
- Cerebrovascular Diseases (Hemorrhage, Cerebral Infarction)
- Potentially progressive neurological, neurodegenerative and neurosurgical diseases (Multiple sclerosis, ALS)
- Parkinson.
- Alzheimer.
- Ophthalmologic conditions with risk of vision loss.
- Oncology and Onco-hematology (Cancer)
- Renal failure.
- AIDS.
- Autoimmune disorders.
- Organ transplantation (heart, lungs, liver, pancreas, kidney and bone marrow).
- Surgical interventions of the spine.
- High complexity surgical interventions (requiring the intervention of super-specialized surgeons) with hospital admission to treat diseases or severe trauma.

**9.- RETURN EXPENSES FOR HOSPITAL DISCHARGE**

The Insurer shall be responsible for the return expenses of the Insured Person who, as a result of an accident covered by the policy, had been hospitalized and discharged and, as a result, had lost the return ticket to Spain due to the inability to show up at the corresponding means of transport on the date and time marked on the return ticket, within the limits established in the Particular Conditions.



## B) TRAVEL ASSISTANCE GUARANTEES

### 10.- TRAVEL EXPENSES OF THE COMPANION

If the Insured Person must be hospitalized because of the occurrence of a risk covered by the Policy, for an expected time **exceeding five (5) nights**, the Insurer shall provide the person indicated by the Insured Person, **a round trip train (first class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport, so that he can reach the hospital.**

### 11.- LODGING AND LIVING EXPENSES OF THE COMPANION OF THE HOSPITALIZED INSURED PERSON

In the case **hospitalization** exceeds **five nights**, the Insurer shall meet the lodging and living expenses of the companion designed by the Insured Person at the location of the hospital where the Insured Person is, **and up to the limit established in the Particular Conditions.**

**This guarantee shall apply even if the companion is traveling with the Insured Person.**

### 12.- RETURN EXPENSES OF THE COMPANIONS

In the event that the Insured Person is hospitalized or transferred because of an accident or serious illness, covered by the Policy, and is traveling with his / her partner or with first degree relatives and those of his / her partner or of both, and they cannot continue the trip by the means of transport that they are using due to the transfer or hospitalization of the Insured Person, the Insurer shall organize and take care of the transfer to the place of origin or, at the choice of the companions, to the destination, in the latter case, whenever the cost of the transfer to the destination does not exceed the one of return to the domicile. The transfer shall be carried out by **train (first class) or plane (tourist class), or of the most suitable public and collective means of transport, as determined by the insurer.**





**A maximum of three companions is established for this Guarantee. 13.- RETURN OF CHILDREN**

If an Insured Person is traveling in company of minor children, and they were to be without assistance due to an accident, illness or transfer of the Insured Person covered by the Policy, being unable to continue the trip, the Insurer shall organize and take care of the return to the family domicile, also satisfying, if necessary, the travel expenses of a family member appointed by the Insured Person to accompany them on their return

If the Insured Person cannot appoint anyone, the Insurer will provide a companion.

In all case, transportation of minors and companion shall be carried out **through the most suitable public and collective means of transport for each case.**

**14.- TRANSFER OR REPATRIATION OF MORTAL REMAINS**

If, during a trip or stay covered by the Policy, the death of an Insured Person occurs, the Insurer shall take care of the procedures and expenses necessary for the transfer or repatriation of the mortal remains to the place of burial, cremation or funeral ceremony at his place of residence in the country of origin of the Insured Person.

**Burial, cremation, funeral expenses, and casket expenses do not fall within the aim of this coverage.**

**15.- TRAVEL EXPENSES OF THE COMPANION OF MORTAL REMAINS**

The Insurer shall provide a **round trip train (first class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport**, to the person appointed by the family (who must reside in the country of residence of the Insured Person) **to accompany the mortal remains.**

**16.- LODGING EXPENSES OF THE COMPANION OF MORTAL REMAINS**



Should the previous coverage occur, if the companion must remain at the place of death, for procedures related to the transfer of the mortal remains of the Insured Person, the Insurer shall be responsible for the lodging and living expenses **up to the limit indicated in the Particular Conditions.**

#### **17.- RETURN OF THE COMPANIONS OF THE DECEASED**

If the deceased Insured Person was traveling with his / her partner or with first degree relatives and those of his / her partner or of both, the Insurer shall organize and take care of the return trip by **train (first class) or plane (tourist class) or by the most suitable public and collective means of transport, to the place of family domicile, provided they could not continue the trip in the means of transport they were using.**

#### **18.- FAMILY SUPPORT**

If, by application of the coverage "Travel expenses of a companion" or "Companion of mortal remains", the partner of the Insured Person is traveling alongside, and for that reason minor children were to be left alone at the family domicile, the Insurer shall take care of paying a person to take care of them **up to the limit indicated in the Particular Conditions.**

#### **19.- LOSS OR THEFT OF PERSONAL DOCUMENTS ABROAD**

In the event that personal documents such as Passports, Visas, Credit Cards or essential Identification Documents, are lost by, or stolen from the Insured Person during a trip abroad, the Insurer shall collaborate with the procedures of complaint to the authorities or to necessary public or private organizations, and it shall be responsible for the expenses incurred by the new issuance of said documents, **up to the limit established in the Particular Conditions.**

**Damages due to the loss or theft of the mentioned objects or their unauthorized use by third parties nor the expenses incurred in the country of origin or residence do not fall within the aim of this coverage, and thus any damages derived thereof shall not be compensated by indemnity.**

## 20.- OPENING AND REPAIR OF SAFETY BOXES

Included are duly justified opening and repair costs of security boxes, reserved at a hotel, caused by the loss of the key, **up to the limit established in the Particular Conditions.**

## 21.- LOSS OF KEYS

- **Of the hotel:** If as a consequence of the loss or theft of the key of any facility owned by the hotel and reserved during the stay therein, including the safety box, it is necessary to open or repair it, **the Insurer shall be responsible for the expenses corresponding to said opening and repair, duly justified, up to the limit established in the Particular Conditions.**

- **Of the usual residence:** Likewise, if as a result of loss, theft or misplace, during the trip, of the keys of the habitual residence of the Insured Person, he shall need to require the services of a locksmith to enter his home on the return of said trip, **the Insurer shall be responsible for the expenses incurred, up to the limit fixed in Particular Conditions.**

## 22.- DISPATCH OF OBJECTS FORGOTTEN DURING THE TRIP

In the event the Insured Person, during a trip, has forgotten luggage or personal belongings, the Insurer shall organize and take care of the delivery of such objects to the domicile of the Insured Person in Spain or his country of residence. This guarantee extends also to any items that had been stolen during the trip and recovered later. **The limit for this guarantee shall be the one established in the Particular Conditions.**

## 23.- BAIL BONDS AND PROCEDURAL EXPENSES ABROAD

Prior formal guarantee to proceed with the return of the amount lent within 60 days, the Insurer shall advance the Insured Person the amount corresponding to the expenses of Legal Defense thereof, as well as of the criminal fees that the Insured Person might be forced to render, as a result of a judicial proceeding that has been instructed in the event of an automobile accident occurred outside the country of domicile and / or



habitual residence of the Insured Person, **up to the limit established in the Particular Conditions.**

## 24.- LEGAL ASSISTANCE ABROAD

### a) **Legal Assistance:**

- **Basic legal advice abroad:** in the event of a claim covered by the policy, the Spanish lawyers of the Insurer shall offer the Insured Person with basic advice on how to proceed until a national lawyer is contacted.

- **Connection with an International Network of Lawyers:** in the event of a claim covered by the policy, the Insurer shall put the Insured Person in contact with a lawyer from its Network if there is one where the latter is located.

b) **Claim for Personal Injury caused by a third party:** Defense of the Insured Person abroad, to claim coverage of injury not covered under the contract, caused by imprudence or willful intent on the part of a third party.

**The maximum limit on Expenses for this guarantee shall be the amount stipulated in the Particular Conditions.**

c) **Criminal Defense abroad:** The defense of the Insured Person and the latter's criminal liability before foreign courts as a private individual, warranted by the trip which is the aim of this Insurance. **Cases where there is a concurrence of malice or gross negligence by the Insured Person are excluded.**

**The maximum limit on Expenses for this guarantee shall be the amount stipulated in the Particular Conditions.**

### d) **Consumer Law:**



Claims abroad for non-compliance of contracts for the lease of hotel services as well as residence halls and student hostels or the defense against the owner of tourist apartments or dwellings, due to conflicts arising from seasonal leases, except those relating to non-payment. **Cases not governed by Contract are excluded.**

Claims for breach of contracts for the purchase of movable property abroad and breach of contracts for the leasing of services abroad. **Decoration objects, appliances, food and personal goods shall be understood as movable property, provided that they belong to the Insured Person and are used personally. Works of art, antiques and jewelry which value exceeds € 3,000 are excluded from this Guarantee. The lease agreements for services in which the Insured Person is the holder and recipient and which are related to their particular life shall be covered.**

**The maximum limit of total expenses for this guarantee shall be that established in the Particular Conditions.**

## 25.- HOME CARE SERVICES

If, after having made use of the "Sanitary Transfer or Medical Repatriation" coverage, the Insured Person is admitted to a hospital, and immobilization at his/her habitual residence is prescribed, **for six (6) or more days**, the Insurer shall proceed, in coordination with the Insured Person, to set a care plan according to the real, immediate, necessary or more convenient needs of the Insured Person under said situation, such as: private tutors, home assistance, geriatric assistance, etc., **with an economic limit per Insured Person and claim established in the Particular Conditions of the Policy.**

## C) TRAVEL AND FLIGHT INCIDENTS GUARANTEES

### 26.- DELAY IN THE DELIVERY OF LUGGAGE REGISTERED IN PUBLIC TRANSPORT



In the event of a delay in the delivery of luggage registered in public transport, **which exceeds the number of hours stipulated in the Particular Conditions**, the Insurer shall be responsible for the amount of the basic necessities that the Insured Person shall need to purchase due to the temporary delay of luggage; It is an essential requirement that such items are acquired within the term of delay suffered.

The Insured Person must provide the corresponding documentation proving the delay, issued by the carrier, and the invoices of the objects purchased. **This reimbursement shall be deductible from the corresponding insured sum in case of loss in accordance with the coverage above.**

**The minimum time limit for delay and the maximum sum insured for this concept shall be as indicated in the Particular Conditions.**

## 27.- TRIP DELAY

In case of a delay in the departure of the contracted means of transport **which exceeds the number of hours stipulated in the Particular Conditions**, and with advance notice by the Carrier Company issued within the last 24 hours and provided that the Insured Person has a previously confirmed ticket, the Insurer shall reimburse the corresponding travel, accommodation, living and extraordinary expenses. For the purposes of this guarantee, only aircraft, long-distance train or regular boat liner are acknowledged as means of transport.

**The limits, both temporary and economic, shall be those set forth in the Particular Conditions.**

## 28.- LOSS OF CONNECTIONS

If a connection is lost between two previously confirmed routes because of the delay of the initial transport, and **provided that there is a delay of two (2) or more hours** with respect to the lost connection, the Insurer shall reimburse the Insured Person for the corresponding travel, accommodation, living and extraordinary expenses, **up to the limit indicated in the Particular Conditions.**



**This guarantee applies only to aircraft, long-distance train or regular boat liner.**  
**29.- TRIP DELAY DUE TO OVERBOOKING**

If, the carrier has sold a greater number of seats than the existing ones, and as a consequence, there is a delay in the use of the means of transport, the Insurer shall reimburse the travel, accommodation and extraordinary living expenses **up to the limit established in the Particular Conditions, if such delay is greater than six (6) hours.**

### **30.- TRIP CANCELLATION**

If the effective cancellation of a trip of an Insured Person, with confirmed ticket by aircraft, long-distance train or regular boat liner takes place is to occur, with advance notice by the Carrier Company issued in the last 24 hours and provided that the Insured Person has a previously confirmed ticket, the Insurer shall reimburse the corresponding travel, accommodation, living and extraordinary expenses **up to the limit indicated in the Particular Conditions.**

**For the purposes of this guarantee, effective cancellation is understood as the total suspension of transport that makes impossible the trip of the Insured Person by the means contracted.**

### **31.- ACCESS TO V.I.P. SERVICES DUE TO INCIDENTS DURING TRAVEL**

When the circumstances defined for the Trip Delays and Loss of Connections guarantees occur, in addition to the amounts contemplated therein, the Insurer shall reimburse the expenses incurred by the Insured Person during the waiting period at the airport, harbour or train station, concerning WIFI connection of mobile devices and access to VIP waiting rooms, whenever, prior payment, access is possible.

**Only expenses incurred at the airport, harbour or train station where the delay originates and for the duration of the delay shall be reimbursed.**

**The maximum limit of expenses for this guarantee shall be the one established in the Particular Conditions.**



### **32.- EARLY RETURN OF THE INSURED PERSON DUE TO THE DEATH OF A FAMILY MEMBER**

Whenever the Insured Person must interrupt the trip or stay because of the death of his /her spouse or of relatives in the first degree, in direct or collateral line, the Insurer shall take care of the transfer by **train (first class) or plane (tourist class) ticket, or by the public and collective means of transport that the Insurer considers more suitable**, to the place of burial in the Insured Person's country of usual residence, and **provided that he cannot carry out such travel using his own means of transport or the one hired to make the trip.**

### **33.- EARLY RETURN OF THE INSURED PERSON DUE TO THE HOSPITALIZATION OF A FAMILY MEMBER**

When the Insured Person must interrupt the trip because of the **hospitalization** of a family member for **more than five (5) nights**, the Insurer shall take care of the **transfer by train (first class), airplane (tourist class) or by the public and collective means of transport that the Insurer considers more suitable**, to the habitual place of residence of the Insured Person or to the place of hospitalization in the country of habitual residence, and **provided that he cannot carry out such travel using his own means of transport or the one hired to make the trip.**

### **34.- EARLY RETURN DUE TO SERIOUS DAMAGE TO THE RESIDENCE OF THE INSURED PERSON OR BUSINESS PREMISES**

The Insurer shall be responsible for any urgent travel expenses, **by train (first class), airplane (tourist class) or by the public and collective means of transport that the Insurer considers more suitable**, to the place of habitual residence of the Insured Person, due to the occurrence of a fire, explosion, flood or robbery event, in their habitual residence or their own professional or rented premises that made them uninhabitable, or with a serious risk of greater damage, that justifies in an essential and immediate manner, the presence of the Insured Person and the necessity of the trip, **provided that he cannot carry out such travel using his own means of transport or the one hired to make the trip.**

### **35.- LOSS OR THEFT OF BAGGAGE**

The Insurer guarantees, up to the amount fixed in the Particular Conditions, and subject to the exclusions indicated in these General Conditions, the payment of the compensation for the material losses suffered by baggage, during trips and stays outside the habitual residence of the Insured Person , as a result of:





- Theft (which, for these effects, is understood only theft committed by personal violence or intimidation or by the forcing of objects).
- Malfunctions or damage caused directly by fire or theft.
- Mechanical breakdowns and irremediable total or partial loss caused by the carrier.

In stays of more than 90 consecutive days outside the place habitual residence, luggage is only guaranteed on round trips to Spain or country of residence.

Items of value are covered for up to 50% of the sum insured for all of the baggage. Items of value are understood to be jewelry, watches, pieces of precious metal, furs, paintings, art objects, items of silverwork and goldwork or other precious metals, unique objects, mobile phones, cameras and photography and video accessories, radios, sound and image recording and reproduction devices, and their accessories, computer equipment of any sort, remote- controlled models and accessories, rifles, hunting shotguns, as well as their optical attachments, wheelchairs and medical devices, etc.

**Jewelry, furs and cash money are guaranteed only against theft and only when deposited in a hotel safe deposit box or with the Insured Person.**

**Baggage left in automobiles shall only be considered to be insured if they are in automobile's closed and locked trunk. The vehicle must be kept inside a closed and guarded parking garage from 10pm until 6am; except for vehicles left in the care of a carrier. In no case whatsoever shall theft of baggage deposited in open-trucks or vans, as the latter have no separate trunk that can be locked.**

**Application of the rule of proportion shall be expressly annulled in the event of a claim for this guarantee, and the first risk shall be settled.**

**Any compensation received for this delay will be deducted from the compensation received for the delay of the same baggage.**

**In any case of theft, the Insured Person must file a formal report of the incident with the local police, and list therein all the objects and their monetary value, and likewise obtain a copy of said report which the Insured Person must send to the Insurer. Said report must be filed no later than within 48 hours from the time of the theft.**



## **D) TRAVEL ASSISTANCE SERVICES GUARANTEES AND PRIVATE CIVIL LIABILITY**

### **36.- TRAVELER INFORMATION SERVICE**

Prior to the start of a trip or during the same, the Insurer shall provide basic information by telephone to the Insured Person regarding the issuance of passports, required visas, recommended or compulsory vaccinations, currency exchange, Spanish Consulates and Embassies worldwide and, in general, information useful to the traveler.

### **37.- LONG DISTANCE MEDICAL ADVICE OR CONSULTATION**

If, during the trip, the Insured Person requires medical information that cannot be obtained locally, such information may be requested by telephone from the Insurer, who shall provide it through its Assistance Centers, without assuming any responsibility for said information, considering the impossibility of providing a diagnosis by telephone, without the direct observation of the patient.

### **38.- ADMINISTRATIVE PROCEDURES SERVICES FOR HOSPITALIZATION ABROAD**

The Insurer shall collaborate in the management of all necessary administrative procedures to formalize the admission of the Insured Person in the Hospital Center, upon request to the Assistance Center.

### **39.- ASSISTANCE INFORMATION SERVICE**

The Insurer, prior authorization of the Insured Person, shall make available to family members its Network of Assistance Centers to provide all necessary information relating to developed aid and assistance operations.

### **40.- TRANSMISSION OF URGENT MESSAGES**

The Insurer shall make available to the Insured Person its Network of Assistance Centers to transmit as many urgent messages as may be necessary, derived from the

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application of the coverage and that cannot be sent any other way by the Insured Person.

#### **41.- TRACING OF LOST BAGGAGE OR PERSONAL OBJECTS**

The Insurer shall make available to the Insured Person its Network of Assistance Centers for all necessary search and location arrangements in case of lost baggage or personal effects, whenever the carrier is responsible. The Insurer shall likewise facilitate its collaboration so that the Insured Person can file the corresponding claim or complaint.

**In the event of later localization and recovery, the Insured Person is obligated to return any indemnity received for loss, theft or destruction through this policy.**

#### **42.- COUNTRY GUIDE**

The Insurer makes available to the Insured Person updated information of countries of destination, through access to the website, which contains information on recommended vaccines and information on diseases in the area. In addition, recommendations on medical assistance at the country of destination, as well as addresses and emergency contact numbers are included. This information is completed with general advice including cultural aspects, embassies, currency, local festivities and weather.

#### **43.- PRIVATE CIVIL LIABILITY**

The Insurer shall be liable, up to the limit established in the Particular Conditions and while the Insured Person is travelling, for any monetary indemnities due in accordance with articles 1902 and 1901 of the Civil Code by the Insured Person as a private individual civilly liable for unintentional bodily injuries or material damages caused to third parties, whether persons or animals, or third party property.

Neither the Policyholder of the insurance, nor the other Insured Persons of this policy, nor their spouses or officially registered partners (either in local, regional or national registries) nor their ascendants or descendants, nor any other family member living with either, nor their business partners, salaried employees or any other individual who



in law or in fact is a dependent of the Policyholder or the Insured Person, shall be considered a third party, as long as they act within the scope of such dependency.

This limit likewise applies to the payment of legal costs and expenses, as well as the provision of legal bonds required of the Insured Person.

**Deductible amounts shall be applicable to each claim as well as the maximum capital guaranteed per policy and year established in the Particular Conditions.**

#### **E) OPTIONAL GUARANTEES**

#### **44.- DEATH OR PERMANENT DISABILITY BECAUSE OF ACCIDENT**

If, as a result of an accident, as defined in this policy, suffered during a trip, the death of the Insured Person occurs or the Insured Person falls to a degree of absolute disability, the Insurer shall proceed to compensate the Insured Person, the beneficiaries or the legal heirs, up to the limit established in the Particular Conditions.

For the purposes of this policy, Absolute Permanent Disability include the following injuries:

<b>Type of injury</b>	<b>Degree of disability</b>		
Incurable activity.	mental alienation,	which precludes	the exercise of any work
	<b>100%</b>		
Complete blindness in both eyes	<b>100%</b>		

Total loss of both legs or feet, both hands or arms, one arm and one leg or one hand and one foot **100%**

Quadriplegia **100%**

Paraplegia **100%**



- a) **The existence of various types of disability arising from the same accident shall not be cumulative**
- b) **If a bodily member or organ affected by a claim has previously suffered amputations or functional limitations, the percentage of compensation applicable shall be the difference between that of the pre-existing disability and the one resulting after the accident.**
- c) **The determination of the degree of disability resulting from the accident shall be carried out in accordance with article 104 of Law 50/1980. If the Insured Person does not accept the proposition of the Underwriter regarding the degree of disability, the parties shall submit to the decision of Medical Experts in accordance with articles 38 and 39 of said Law.**

**Without prejudice to what may be established under particular conditions, the benefits provided for the risks of Death and Absolute Permanent Disability, are not cumulative with each other. Therefore, the payment of a benefit shall automatically extinguish the coverage of the rest of the guarantees.**

**However, if after the payment of a permanent disability compensation, the death of the Insured Person or a major disability occurs as a result of the same claim, the Insurer shall pay the difference between the amount paid for said disability and the sum insured in the case of death, when such sum is higher.**

**The maximum limit per cumulus from the same event for this Guarantee shall be established in the Particular Conditions.**

### **RISKS COVERED BY THE INSURANCE COMPENSATION CONSORTIUM**

Claims of an extraordinary nature shall be compensated by the Insurance Compensation Consortium, in accordance with the provisions of the Legal Statute of the Insurance Compensation Consortium, approved by article 4 of Law 21/1990 of December 19, Law 50/1980, of October 8, on Insurance Contract, and by Royal Decree 300/2004, of February 20, approving the Insurance Regulation of Extraordinary Risk, and Supplementary Provisions.



## 45.- CANCELLATION EXPENSES

**The purpose of this supplement is to include the following in the policy, of which it is an integral part:**

**That, contrary to what is stated in the policy, the wording of the Cancellation Expenses Guarantee and its Exclusions is replaced by the following:**

### TRAVEL CANCELLATION EXPENSES

**The Insurer shall bear the costs for the amount specified in the Special Conditions, as well as, subject to the exclusions mentioned in these General Conditions, the reimbursement of travel cancellation expenses incurred by the Insured and billed in application of the Agency's general conditions of sale, or those of any of the providers of the trip, as long as it is not recoverable by same, in the event that the Insured has to cancel their trip before it begins due to any of the causes detailed below, when they occur after the insurance is taken out, and that require the Insured to cancel or postpone the trip on the scheduled date.**

**For the purposes of this policy, management expenses, cancellation expenses, if any, and the penalty that, according to the law or the conditions of the trip, may have been applied, shall be included under this guarantee.**

1. For health reasons:

1.1. **Death, serious bodily injury or serious illness:**

- **Of the Insured or of any of the persons indicated in the definition of Relatives. In the case of first-degree descendants who are less than 24 months of age, their illness is not required to be considered as serious.**

- **Injury of the insured athlete, in the event that the insured that is going to develop a sport activity gets injured or worsens his or her ailment which leads to the impossibility of carrying out any sport activity, as long as it is prescribed by a doctor, and the ailment does not allow the insured to travel in order to perform the sport activity.**

- **This coverage will also be applicable when the patient or deceased person upholds any of the aforementioned relationships with the spouse, domestic partner or person who permanently lives with the Insured.**

- **Of the person charged, during the trip, with the custody of the small children or disabled relatives of the Insured who are legally in their charge.**

- **Of the immediate superior of the Insured, in their job, provided that this circumstance prevents them from making the trip as required by the Company which employs them.**

**In relation to the Insured, serious illness means an alteration of health that implies hospitalization or the need to stay in bed and that, medically, makes it impossible to start the trip on the scheduled date.**



**When the illness affects any of the aforementioned persons, other than the Insured, it shall be considered as serious when it implies hospitalization or entails the risk of imminent death.**

**A serious accident means bodily harm, not intentional on the part of the victim, arising from the sudden action of an external cause and which, in the opinion of a medical professional, makes it impossible for the INSURED to begin the trip on the scheduled date, or entails risk of death for any of the family members cited.**

**1.2. Medical quarantine as a result of an accidental event.**

**1.3. Call for surgical intervention of the Insured, provided that they were already on the waiting list at the time of purchasing both the trip and the insurance.**

**1.4. Call for medical tests to be taken by the Insured or immediate family member, performed by the National Health Care System as a matter of urgency, provided they are justified by the seriousness of the case.**

**1.5. Appointment for transplant of an organ to the Insured or immediate family member, provided that they were already on the waiting list at the time of purchasing both the trip and the insurance.**

**1.6. Need for bed rest on the part of the Insured, their spouse, domestic partner or person that permanently lives with them, due to medical prescription as a consequence of a risky pregnancy, provided that this state of risk began after the policy was taken out.**

**1.7. Serious complications in the state of pregnancy that, due to medical prescription, forces the Insured to remain at rest or requires the hospitalization of the Insured, his or her spouse, domestic partner or person that permanently lives with the INSURED, provided that such complications occurred after the policy was taken out and that they put the continuity or the necessary development of said pregnancy at serious risk.**

**1.8. Premature delivery by the Insured.**

**2. For legal reasons:**

**2.1. Summons to appear as a party to or witness in Civil or Criminal Court proceedings.**

**2.2. Summons to work as polling station staff for elections at the autonomous or municipal state level.**

**2.3. Call for the submission and signing of official documents.**

**2.4. Delivery of a child for adoption, which coincides with the planned dates of the trip.**

**2.5. Summons for divorce proceedings.**

**2.6. Unexpected, non-granting of visas.**

**2.7. Police detention for non-criminal reasons.**

**2.8. Imposition of a traffic sanction whose amount is more than € 600, as long as both the infraction committed and the knowledge of its sanction occurred after the booking was made.**

**2.9. Loss of driving licence, as long as the vehicle was to be used as a means of transportation for the completion of the trip and none of the INSURED's companions could replace the**



**Insured as the driver of the vehicle.**

**3. For work reasons:**

**3.1. Professional dismissal of the Insured, not for disciplinary reasons.**

**Notwithstanding the foregoing and provided that the trip was not cancelled by the Insured. Natural persons, holders or co-holders of a loan to finance a trip, who are working as an employee at the time of purchasing the trip and insurance, shall be insured by this coverage.**

**They shall have the right to unemployment coverage when:**

**1) The termination of their employment contract would have occurred after the policy was taken out and before the start of the trip, due to any of the following circumstances:**

- a) By virtue layoffs or collective dismissal.**
- b) Due to the death or incapacity of their individual employer, and this being the cause that determines the termination of the work contract.**
- c) For unfair dismissal.**
- d) For dismissal or termination of the contract based on objective causes.**

**2) As long as at the time of communicating the termination of the work, payment of part of the instalments of said financing are still pending.**

**3) Provided that the insured decides to continue with their trip and that the trip is finally made.**

**The Insurer shall pay the cost of the regular instalments still pending, up to a maximum of 6 instalments, in order to prevent the Insured from having to cancel said trip.**

**The maximum amount to be paid by the Insurer will be 50% of the cost of the cancellation expenses that would have been generated if said trip had been cancelled at the time of termination of the employment contract.**

**This coverage cannot be accumulated nor would it supplement the travel cancellation guarantee. In the event of cancellation of the trip due to any of the other causes set out in the conditions of the policy and where already compensated for by this coverage, the amount paid for this coverage will be deducted from the total amount of the cancellation expenses generated.**

**3.2. Submission of the Layoff Plan that directly affects the Insured as a paid employee, seeing their working hours reduced, in whole or in part. This circumstance must occur after the date on which the insurance was taken out.**

**3.3. Incorporation of the Insured into a new job, in a company different from the one at which they carried out their last job, provided that it is with an employment contract, and that the incorporation occurs after the insurance is taken out. This coverage will also be valid when the incorporation is carried out from a situation of unemployment.**

**3.4. Geographical transfer relating to the job, as long as it implies a change of address on the part of the Insured during the scheduled dates of the trip and if the employee is a salaried worker.**

**3.5. Submission to official civil servant examinations, both as a petitioner or as a member of the selection board, convened and announced through a public body, after the insurance has been taken out, and which coincide with the dates of the trip.**





**3.6. Dismissal from employment on the part of the parents of the Insured, as long as their trip had been paid by them.**

**3.7. Extension of employment contract.**

4. For extraordinary reasons:

**4.1. Act of air piracy that makes it impossible for the INSURED to begin their journey on the scheduled dates.**

**4.2. Declaration of catastrophic area, or epidemic, in the place of the Insured's address or in the destination of the trip.**

**4.3. Judicial declaration of suspension of payments or bankruptcy of the company in which the Insured works.**

**4.4. Serious damages caused by fire, explosion, and theft or by the force of nature, in their main or secondary residence, or in their professional premises if the INSURED is self-employed or runs a company and their presence is imperatively necessary.**

**4.5. Requirement for urgent and inexcusable incorporation to the Armed Forces, Police or Fire Brigade, provided that this took place after the insurance was purchased and there was no knowledge of it at the time of making the reservation.**

5. Other causes:

**5.1. Tax declaration made in parallel, by the Ministry of the Economy and Finance, that results in an amount to be paid by the Insured greater than € 600.**

**5.2. Cancellation of the person who has to accompany the Insured on the trip, registered at the same time as the Insured and insured by way of this same contract, provided that the cancellation has its origin in one of the causes listed above and, as a result of this, the Insured has to travel alone.**

**5.3. Breakdown or accident in the vehicle owned by the Insured that makes it impossible for the Insured to begin the trip.**

**Notwithstanding the foregoing, and insofar as the Insured does not cancel the trip, the Insurer shall guarantee the reimbursement of the reasonable and justified expenses of the rental of a vehicle so that the Insured can continue their journey as originally planned. The maximum amount to be paid by the Insurer will be the lower of the following amounts:**

**a) 50% of the cost of the cancellation expenses that would have been generated if said trip had been cancelled at the time of the accident or breakdown**

**or**

**b) 50% of the insured sum of the trip cancellation guarantee.**

**This coverage cannot be accumulated nor would it supplement the travel cancellation guarantee. In the event of cancellation of the trip due to any of the other causes set out in the conditions of the policy and where already compensated for by this coverage, the amount paid for this coverage will be deducted from the total amount of the cancellation expenses generated.**

**5.4. Theft of documentation or baggage that makes it impossible for the Insured to begin the trip.**



**5.5. Cancellation of a wedding ceremony, provided the insured trip was a honeymoon or honeymoon trip.**

**5.6. Obtaining a trip and/or stay similar to the one contracted, free of charge, in a public draw and before a Notary.**

**5.7. Granting of official scholarships that prevent the realization of the trip.**

**5.8. Change of school, when the school year has already started, of the Insured or children who live with the Insured.**

## **EXCLUSIONS**

### **Exclusions applicable to the Cancellation Expenses Guarantee**

**Travel cancellations caused as a result of the following will not be covered:**

- a) Cures, aesthetic treatments, contraindication or lack of vaccine, the contraindication of air travel, prevention from following medicinal treatment at the place of destination, the voluntary interruption of pregnancy, alcoholism and the illegal consumption of drugs.
- b) Mental, nervous or psychiatric illnesses, depressions that does not involve hospitalization, or with hospitalization of less than seven days.
- c) The ailments or pre-existing diseases, as well as their consequences.
- d) Diseases that are being treated or involve medical care within the previous 30 days, both on the date of reservation of the trip, and on the date of inclusion in the insurance, except as indicated in points 1.3 and 1.5.
- e) In general, all cancellations that occur as a result of causes that occurred at the time of taking out the policy, known by the Policyholder and/or Insured.
- f) Participation in fights, crimes, bets, competitions, contests, except in cases of self-defence established by a Court.
- g) Epidemics, pandemics, medical quarantine and natural catastrophes both in the country of origin and in the country of destination.
- h) Wars, whether declared or not, riots, violent popular movements, acts of terrorism, effects of radioactivity, as well as the conscious breach of official prohibitions.
- i) Failure to present for any reason the documents that are indispensable for all trips, such as passport, visa, flight tickets or vaccination certificates.
- j) Complications of pregnancy status, except as indicated in points 1.6, 1.7 and 1.8.
- k) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.
- l) Claims caused by radiation from nuclear transmutation or disintegration, or radioactivity, as well as those derived from biological or chemical agents.



**The remaining conditions of the policy remain intact, and are not modified by this supplement.**

## **F) OPTIONAL SKI GUARANTEES**

### **46.- PISTE RESCUE SERVICE**

The Insurer shall be responsible, up to the amount established in the Particular Conditions, for the payment of sleigh rescue expenses inside the ski resort, when it is the result of an accident of the Insured Person occurred within the pistes, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.

### **47.- AMBULANCE EXPENSES**

The Insurer shall be responsible, up to the amount established in the Particular Conditions, for the payment of ambulance transportation costs from the ski station to the nearest hospital, when it is the result of an accident of the Insured Person within the pistes, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.

### **48.- CRUTCH EXPENSES DUE TO SKI ACCIDENT**

The Insurer shall be responsible, up to the amount established in the Particular Conditions, for the payment of crutch expenses, whenever necessary due to an



accident of the Insured Person while skiing, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.

#### **49.- SKI PASS EXPENSES**

The Insurer shall be responsible, up to the amount established in the Particular Conditions, for the reimbursement of the cost of the unused ski pass, in case of accident of the Insured Person while skiing, which entails their repatriation, transfer or early return, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.

#### **50.- LOSS OF SKI CLASSES**

The Insurer shall be responsible, up to the amount established in the Particular Conditions, for the reimbursement of the cost of unused ski lessons, in the event of an accident of the Insured Person while skiing, which entails their repatriation, transfer or early return, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.

### **26. EXCLUSIONS**

#### **26.1 Exclusions applicable to Medical and Travel Assistance Guarantees**

Excluded from the policy are claims arising from:

- a) **Pre-existing and / or congenital illness, chronic conditions or ailments under medical treatment prior to the departure, except as provided in the "Medical Expenses" guarantee.**
  
- b) **General medical examinations, check-ups and any visit or treatment concerning preventive medicine, in accordance with the generally accepted medical criteria.**
  
- c) **Trips aimed at receiving medical treatment, or subsequent to the diagnosis of a terminal illness.**



- d) Diagnosis, monitoring and treatment of pregnancy, voluntary termination thereof and childbirth.**
  
- e) Burial and ceremony expenses as well as the cost of the coffin in the transfer or repatriation of mortal remains guarantee.**
  
- f) Treatment, diagnosis and rehabilitation of mental or nervous disorders.**
  
- g) Purchase, implantation, replacement, extraction and / or repair of prostheses of any type, such as pacemakers, stimulators, anatomical, orthopedic or dental pieces, orthotics and osteosynthesis materials (including natural bone substitutes, phospho-calcium ceramics, phospho-calcium cements, calcium sulfate, collagen, osteoinductive materials, demineralized bone matrix, bone morphogenetic protein and growth factors), breast prostheses, intraocular and extraocular lenses, hearing aids, crutches; valvular and vascular prostheses ("bypass" and stents); Any other expense related to any non-autologous implantable, active, synthetic or biological product, material or substance, not included in the previous list. "**
  
- h) Odontological, ophthalmological and otorhinolaryngological treatments, cases of emergency.**
  
- i) Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by western medical science.**
  
- j) Any medical or pharmaceutical expenses, not related to hospitalization, under the amount established in the Particular Conditions is excluded.**
  
- k) When the claim occurs abroad, any medical expenses incurred in Spain that correspond to a treatment prescribed or initiated abroad, except for the provisions of the guarantee "Hospitalization expenses in Spain for continuity of care abroad"**



## **26.2 Exclusions applicable to Travel, Flight and Assistance Service Incidents Guarantees**

**In addition to those mentioned under the section General Exclusions, the following are excluded from the Policy:**

- a) Goods, travel tickets, cash, stamp collections, titles of any nature, documents in general and securities on paper, tapes and / or memory disks, documents recorded on magnetic stripe or film tapes, collections and professional material, prosthetics, glasses and contact lenses. For these purposes, personal computers are not considered as professional material.**
  
- b) Petty theft. For these purposes, it is understood as theft committed without being noticed, without violence or intimidation of persons or use of force on objects.**
  
- c) Damage due to normal or natural wear and tear, inherent defect and inadequate, insufficient or unidentified packaging, as well as fragile luggage or perishable goods. Damage produced by environmental or weather influences.**
  
- d) Objects not entrusted to a carrier that have simply been lost or forgotten.**
  
- e) Theft from the practice of camping or the use of caravans in not regulated camping sites, or in any not fixed accommodation. The objects of value, in any modality of camping, are totally excluded.**
  
- f) The damage, loss or theft of objects and personal effects that have been left unattended in a public place or in a place made available to several occupants.**
  
- g) Damage caused directly or indirectly by strikes, earthquakes and radioactivity.**



- h) Damage caused intentionally or through gross negligence of the Insured Person and those caused by spillage of liquids that are inside luggage.**
  
- i) All motor vehicles, as well as their parts and accessories.**
  
- j) Coverage of delay or cancellation produced as a result of a strike or labor dispute is excluded.**

### **26.3 Exclusions applicable to Accident Guarantees**

In addition to those mentioned under the section of the exclusions generally applicable to Medical and Travel Assistance guarantees, the following are excluded from the policy:

- a) Accidents caused by states of mental alienation, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS (except as provided in the Second Medical Opinion guarantee if contracted), encephalitis, and, in general, any injury or illness that impairs the physical or mental ability of the Insured Person.**
  
- b) Diseases, hernias, lumbago, heart attacks, intestinal strangulations, complications of varicose veins, poisonings or infections that do not have as direct and exclusive cause an injury included within the insurance guarantees. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those belonging to the care of the person himself.**
  
- c) Injuries suffered from accidents resulting from the use of two-wheeled vehicles with a cylinder capacity exceeding 75 c.c.**
  
- d) Injuries that occur in the exercise of a professional activity, except those of a commercial, artistic or intellectual nature.**



e) **Situations of aggravation of an accident occurring prior to the formalization of the policy are not included.**

**With the express authorization of the Insurer and by applying a supplementary premium agreed upon, exclusion (d) may be eliminated.**

**26.4 Exclusions applicable to Private Civil Liability Guarantees Excluded from the Policy are:**

a) **Any type of Responsibility that corresponds to the Insured Person for driving a motor vehicle, aircraft and boat, as well as for the use of firearms.**

b) **Civil Liability derived from any professional, political or associative activity.**

c) **Fines or penalties imposed by courts or authorities of all kinds.**

d) **The Responsibility derived from the practice of a professional sports as well as the following modalities, (even amateur practice), mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and those practiced with motor vehicles.**

e) **Damage to objects entrusted by any title to the Insured Person.**

f) **Civil Liability derived from the possession of property or animals, swimming pools, fuel tanks, etc.**

g) **Civil Liability derived from corporate, union or community activities.**

h) **Civil Liability derived from the ownership and / or possession of weapons and motor vehicles.**

i) **Civil Liability for temporary accommodation of minors, friends, etc.**





- j) **Civil liability for damages to the goods entrusted.**

## **26.5 Exclusion applicable to Ski Guarantees**

**The guarantees contracted do not include the consequences of an off-piste mountain accident.**

## **26.6 Exclusions applicable to the Guarantee of Cancellation Expenses**

**Travel cancellations originated due to the following shall not be covered:**

- a) **Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.**
- b) **Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of less than seven days.**
- c) **Pre-existing conditions or diseases, as well as their consequences.**
- d) **Any illnesses that were being treated or required medical care within the previous 30 days, both on the date of booking the trip, as well as on the date of contracting the insurance.**
- e) **Participation in fights, crimes, bets, contests, competitions, except in cases of self- defense established by a Court.**
- f) **Epidemics, pandemics, medical quarantine and natural disasters both in the country of origin and in the country of destination.**



- g) Armed conflicts, whether declared or not, riots, violent popular movements, acts of terrorism, effects of radioactivity, as well as the conscious breach of official prohibitions.**
  
- h) The non-presentation for any reason of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.**
  
- i) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.**

#### **26.7 Exclusions generally applicable to all Guarantees**

**Excluded from the Policy are damages, situations or expenses, which are a consequence of:**

- a) Services that have not been previously communicated to the Insurer and those for which agreement of the latter has not been obtained, except in cases of material impossibility duly accredited.**
  
- b) All Insured Persons over age 70 are excluded from all coverages.**
  
- c) Expenses incurred once the Insured Person is at his place of habitual residence, those incurred outside the scope of the insurance guarantees, and in any case, those incurred once the dates of the travel stipulated in the contract have concluded or after 180 days from the beginning of the same, subject to the provisions included in the Particular Conditions of the Policy.**
  
- d) Those derived from the professional or remunerated practice of any sport (including training), as well as those occurring on the occasion of the participation of the Insured Person in competitions of any type and in any case the practice of the following modalities even if amateur: motor sports, mountaineering, canyoning, climbing, caving, hunting, skiing and / or winter**



sports, gymnastics, bungee jumping, water sports, underwater and diving, the use of light aircrafts and any other sports involving aerial risk (such as parachuting, hang gliding, ballooning, etc.), horse riding, boxing, any form of wrestling, martial arts, bullfighting, “capeas”, bull runs and the participation in any other bullfighting show; and, in general, any sport or recreational activity of a notoriously dangerous or high risk nature.

- e) The use, as passenger or crew member, of means of air or maritime navigation (unless travelling as a paying passenger on a regular flight) not authorized for public passenger transport, as well as helicopters.
  
- f) The intervention of any Official Emergency Relief Agency or the cost of its services.
  
- g) Those that occur in mountains, chasms, oceans, jungles or deserts, in unexplored regions. Trips that are exploratory or made in submarines.
  
- h) Those caused directly or indirectly by the bad faith of the Insured Person, by their participation in criminal acts, or by their intentional, seriously negligent or reckless actions. Participation of the Insured in bets and / or challenges - disputes and / or quarrels except for legitimate self-defense or in an attempt to save people or property. Fraudulent acts of the Policyholder, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.
  
- i) The consequences of the actions of the Insured Person in a state of mental alienation or under psychiatric treatment, drunkenness or under the effects of drugs or narcotics of any kind are not covered. For these purposes, drunkenness shall be considered when the degree of alcohol consumption, according to the means of determination or measurement of Spanish legislation in force at any time, is higher than the rates legally permitted by said legislation.
  
- j) Incidents derived from armed conflict or war, even if not declared, terrorism, rebellion, revolution, invasion and insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tsunamis, volcanic eruptions and other phenomena of extraordinary character or events that due to their magnitude and severity are classified as catastrophe or national calamity, notwithstanding that they are covered by the Extraordinary Risks coverage, as



well as the damages caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events whose coverage corresponds to the Insurance Compensation Consortium are excluded in any case.

k) Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him, of the services proposed by the Insurer and / or agreed by the Medical Service of the latter.

l) The consequences of surgical interventions or treatments that are unnecessary for the cure of a claim covered by this policy.

m) The Insurer is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Policy.

n) Unless expressly agreed otherwise, incidents occurring in countries that, at the time of such incident, are at war, whether declared or not, under armed conflict, or listed as not recommended in the information supplied by the Ministry of Foreign Affairs of Spain.

ñ) The Insurer shall not grant cover and shall not be liable for any compensation or indemnity where such compensation or indemnity exposes the Insurer to any sanction, prohibition or restriction in accordance with the resolutions issued by the United Nations, or by virtue of laws, regulations or trade and / or economic sanctions of the European Union, the United Kingdom or the United States of America.

The Insurer, through the receipt of the corresponding supplementary premium, may consider some of the excluded risks described as covered, provided that it is expressly stated in the Particular or Special Conditions.

## **27. MODIFICATION OF RISK**

**27.1** During the course of the Contract, the Policyholder or the Insured Person shall communicate to the Insurer, as soon as possible, all the circumstances that aggravate the risk and are of such a nature that, had they been known by the Insurer at the time



of the Contract, it would have not concluded it or would have concluded it under more burdensome conditions.

The Insurer may propose a modification of the conditions of the contract within a period of two months, from the day on which the aggravation has been declared. In such case, the Policyholder has fifteen days, from the receipt of this proposal, to accept or reject it. In case of rejection or silence on the part of the Policyholder, the Insurer may, after this period, terminate said contract prior warning to the Policyholder, giving him a new period of fifteen days to provide an answer, after which, and within eight days, the policyholder shall be notified of the definitive termination.

The Insurer may also terminate the contract by notifying the Insured Person in writing within one month, as of the day on which it became aware of the aggravation of the risk. Said termination shall be announced fifteen days before it takes effect.

If a claim occurs without a declaration of aggravation of the risk, the Insurer is released from its benefit if the Policyholder or the Insured Person have acted in bad faith.

In other cases, the benefit of the Insurer shall be reduced proportionally to the difference between the agreed premium and that which would have been applied if the true risk had been known.

**27.2** The Policyholder or the Insured Person may, during the course of the contract, inform the Insurer of all circumstances that reduce the risk and are of such a nature that if they had been known by the Insurer at the time of the perfection of the contract, it would have been concluded in more favorable conditions.

In such case, at the end of the current period covered by the premium, the Insurer shall reduce the amount of the future premium in the corresponding amount, the Policyholder being entitled, otherwise, to the termination of the contract and to the return of the difference between the premium paid and that which would have been payable from the time when the risk reduction was brought to attention.

**27.3** In particular, the Policyholder or the Insured Person shall notify the Insurer as soon as possible of any change, even if temporary, of the activity, profession, or occupation of the Insured Person declared in response to the questionnaire presented by the Insurer.

If the change entails an aggravation or a decrease in risk, proceed as prescribed in numbers 1 and 2, respectively, of this article.

## **28. DATA PROTECTION**

You expressly agree that personal data collected now or in the future be included in the files for which SOS Seguros y Reaseguros S.A is responsible. The processing of such



data intends to facilitate the establishment and development of the contractual relationships that bind you to the Company

Please inform SOS Seguros y Reaseguros S.A. of any variation that may occur in the data.

You expressly consent to the processing of your health data provided to the Company as a result of the request for assistance due to a claim. This data may be processed in order to manage the required assistance, as well as to determine the payment of expenses incurred and that have been assumed by the interested party or, if applicable, the payment of compensation.

The data provided shall be susceptible of communication to other Insurance Companies or public or private organizations related to the Insurance sector, for statistical purposes, to fight against fraud or for the purposes of co-insurance or risk reinsurance.

The provision of consent to such processing is essential for the formalization of the contractual relationship, not being possible without it.

You also authorize SOS Seguros y Reaseguros S.A. the processing of your data in order to send you information, even electronically, on the products or services marketed by the Company, its Group companies or third parties related to the Insurance, banking or tourism sectors, to determine consumption profiles to do so, as well as to conduct satisfaction surveys.

Likewise, you authorize the Company to transfer your data for the same purpose and by the same means, to the companies of its Group and companies related to the Insurance, banking or tourism sectors.

If data related to natural persons other than the Policyholder is included in this application, the latter must inform such persons in advance of the points indicated in the previous paragraphs.

You can exercise your rights of access, opposition, rectification and cancellation before the Insurance Company, directing your communications to the following address:



## RESPONSIBLE FOR DATA PROTECTION

SOS SEGUROS Y REASEGUROS, S.A.

Calle Ribera del Loira, 4 - 6 28042 MADRID (ESPAÑA)

[proteccion.datos@internationalsos.com](mailto:proteccion.datos@internationalsos.com)

## 29. CUSTOMER SERVICE

This company, in accordance with the provisions of Order ECO / 734/2004, has a Customer Service Department, which shall serve, within a maximum period of two months from the date of presentation, in writing, all complaints and claims that might arise from the underwriting of the insurance contract. The above procedure may be carried out by mail, or in person at our offices located in Madrid (28042) on Ribera del Loira Street nº 4 - 6 or by email to the following address:

[sac@internationalsos.com](mailto:sac@internationalsos.com)

To these effects:

A **Complaint** is understood to be: a complaint about to the operation of the services provided to the Insured Persons by the Insurer and presented by delays, disregard or any other type of action that is observed in the operation of the company.

A **Reclamation** is understood to be: a demand presented by the Insured Persons, which demonstrate, the intention of obtaining the restitution of their interest or right, specific facts related to actions or omissions of the Company, which in their opinion, pose a disadvantage to the claimant, insofar as his or her interests or rights due to breach of contract, the rules of transparency and protection of customers or to good practice and use.

**In the event that the resolution issued by our Customer Service Department does not meet the expectations of the claimant, or is not carried out within the two-month period mentioned above, it may be formulated again before the Commission for Defense of the Customer, body attached to the General Directorate of Insurance.**



The undersigned, hereby acknowledges having received all the information required in the legislation in relation to the management, supervision and solvency of insurance and reinsurance companies on the same date and prior to the signing of the Contract.

Read and agreed by the Policyholder, who expressly accepts the limiting and exclusive clauses contained in the General Conditions of this policy.

THE POLICYHOLDER      THE INSURER

### **INFORMATION NOTE**

#### **TRAVEL ASSISTANCE INSURANCE POLICY**

This Information Note is drafted in accordance with the instructions given by the Ministry of Economy, Industry and Competitiveness in relation to the protection of the Insured Person (Act 20/2015 on the Ordinance and Supervision Act of Private Insurance and Reinsurance Companies)

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#### **A) INFORMATION RELATING TO THE INSURER**

##### **A.1- Company name, legal form and registered office:**

##### **SOS SEGUROS Y REASEGUROS, S.A.**

Registered office:

C/ Ribera del Loira, 4-6, 2ª Planta 28042 Madrid (España)

Tel. 91 572 43 00 – Fax 91 359 06 67





Capital subscribed and fully paid-up: €2,103,680, registered in the M.R. of Madrid, inscription 9, Sheet M-68,782, Folio 60, Volume 4141, Book 0, Section 8. C.I.F. (Tax ID Number): A- 78562246. D.G.S. Key: C-627.

**A.2- Member State of the domicile of the company and authority responsible for control.**

The Company is domiciled in Spain, being the control body the General Directorate of Insurance and Pension Funds, under the Ministry of Economy, Industry and Competitiveness.

**B) INFORMATION RELATING TO THE CONTRACT B.1- Legislation applicable to the contract.**

This contract is subject to the Insurance Contract Law 50/1980, of October 8 (BOE of October 17), and successive modifications.

**B.2- Different instances of claim.**

If the Insured Persons wish to request any information, they may contact:

- Registered Office of Insurer
- Insurance Intermediary
- Insurer Assistance Center

For any discrepancies or claims, the Insured Person must contact the Customer Service Department of the Company and may subsequently contact:

[sac@internationalsos.com](mailto:sac@internationalsos.com)



You may then contact:

- **General Directorate of Insurance and Pension Funds (DGSFP)**, an organization under the Ministry of Economy, Industry and Competitiveness, Paseo de la Castellana, 44 - 28046 Madrid.
  
- **Organizations of Consumers and Users of each Autonomous Community.**
  
- **Municipal Consumer Information Offices of the respective municipalities.**
  
- **Consumer Arbitration Boards.**

#### 51. HOLIDAY REIMBURSEMENT:

The Insurer will reimburse the Insured, up to the maximum amount established in the Special Conditions, and subject to the exclusions mentioned in these General Conditions, for the cost of the services, contracted before the start of the trip and upon prior documentary justification of the cost thereof, which could not have been used as a consequence of the early completion of the scheduled trip, necessarily implying the return of the Insured to their place of habitual residence, for any of the following causes, occurring during the course of the trip.

- a) Due to accident or illness of the Insured.
- b) Due to the hospitalization of a non-insured relative, once the trip has begun, requiring a minimum stay of 24 hours.
- c) Upon the death of the Insured, during the trip, or of a non-insured relative.
  
- d) Due to serious damage to the home or professional office of the Insured, occurring after the start date of the trip, caused by a fire requiring the intervention of firefighters, explosion, burglary that has been reported to the police, or serious flooding that makes their presence indispensable.

For the purposes of this coverage, any person indicated under the definition of Relatives shall be considered as a family member of the Insured. This coverage will also apply when the patient or deceased person upholds any of those same relationships with the spouse or partner of the Insured. This



coverage will also be extended to a companion that the Insured may have during the trip, provided that it is in turn insured by this policy, in case they decide to conclude their trip in advance in order to accompany the Insured on their return to their place of habitual residence. In case of travelling as a family, the early return of all the members of the family will be included, up to a maximum of four people. If it is a family with small children, two more would be included, up to a maximum of six people.

The amount of the reimbursement will be obtained by dividing the total cost of the contracted services by the number of days of travel established in the Special Conditions of the policy and then multiplying the daily amount, obtained by means of this calculation, by the number of travel days lost. In the case of cruise trips, the Insured's hospitalization, which prevents them from continuing the trip, will also be covered. In case of travelling as a family, the accompanying family members will be included, up to a maximum of four people. If it is a family with small children, two more would be included, up to a maximum of six people.

The amount of lost travel days will be counted from the day following that on which the event that caused the interruption of the trip occurred, except in the cases of hospitalization of the Insured or of an uninsured family member, in which case it will be counted from the day of their hospital admission. If the amount corresponding to the contracted services is greater than the insured sum of this guarantee, the calculation of the reimbursement will be made based on the amount resulting from dividing the sum insured between the number of days of the trip.

Under the Annual Modality (Individual or Family), the Insured capital of this guarantee is established by insurance annuity, so that, in the event that the Insured capital is consumed in an accident, this guarantee will no longer take effect until the next annuity, in which the complete replacement of capital would take place.

## EXCLUSIONS

The following are not covered by this guarantee:

- a) Early returns that have not been communicated to the Insurer and that have not been made by or with their agreement, except in cases of force majeure or demonstrated material impossibility.
- b) Losses caused by fraud on the part of the Insured, the Policyholder, the Beneficiaries or the persons travelling with the Insured.
- c) Any reimbursement requested in those cases in which the Insured's return occurred on the date scheduled for the end of the trip or after it.
- d) Illnesses or injuries that occur as a result of chronic conditions or conditions that exist prior to travel (except the exacerbation or complications of a chronic illness during the trip) and AIDS in any of its stages.



- e) Diseases that are being treated or receive medical care within the previous 30 days, both on the date of reservation of the trip, and on the inclusion date of the insurance.
- f) Psychic, mental illnesses and depressions that do not involve hospitalization or that only justify hospitalization for less than seven days.
- g) Illnesses or injuries arising from the exercise of a profession of a manual nature.
- h) Suicide or illnesses and injuries arising from attempted suicide and the intentional self-harm of the insured.
- i) Treatment of illnesses or pathological conditions caused by the intentional ingestion or administration of toxics (drugs) narcotics, or because of the use of medications without a doctor's prescription.
- j) Births.
- k) Pregnancies, except for unforeseeable complications in the first 24 weeks of gestation.
- l) Participation in bets, duels, crimes, fights, except in cases of self-defence.
- m) Terrorism.
- n) Aesthetic treatments, periodic reviews, cures, contraindications of air travel, vaccinations, prevention from continuing, in certain destinations, the recommended preventive medicinal treatment, the voluntary interruption of pregnancies.
- ñ) Failure to present for any reason the documents that are indispensable for all trips, such as passport, visa, tickets, ID card or vaccination certificates.
- o) Claims caused by radiation from nuclear transmutation or disintegration, or radioactivity, as well as those derived from biological or chemical agents.
- p) Pandemics.