



GENERAL CONDITIONS MODULAR

PRELIMINARY CLAUSE

CONTRACT REGULATIONS AND GENERAL POLICY HOLDER INFORMATION

This contract is governed by the provisions of the current Law on Insurance Contracts (Act 50/1980, of October 8, published in the BOE of 17 October of the same year) with all amendments.

Any reference in this contract made to the Act, shall be construed as referring to the Act mentioned in the previous paragraph.

In compliance with Article 60 of the Royal Decree 6/2004, of 29 October, approving the revised text of the Law on regulation and supervision of private insurance and Article 104 of the Royal Decree 2486/1998, of 20 November, approving the Regulation on the organization and supervision of private insurance, the Spanish Branch of Inter Partner Assistance S.A. informs the Policyholder that the applicable legislation is Spanish and the inspection body is the General Directorate of Insurance and Pension Fund under the Ministry of Economy and Finance. Similarly the firm declares that the Policy Holder may make claims to the Spanish Branch of Inter Partner Assistance S.A., the Ombudsman, the General Insurance Directorate (Claims and Consultation Service) or the ordinary courts.

Under Article 25 of Royal Decree Law 6/04 of October 29, the Holder is notified that data or parts of them, as well as those generated in the event of a claim shall be given to public or private agencies related to the insurance industry for Statistical, Actuarial purposes and for fraud prevention, risk selection and claims settlement purposes.

ARTICLE I. DEFINITIONS, DURATION AND TERRITORIAL COVERAGE OF THE INSURANCE

For the purpose of these Guarantees, the following definitions shall apply:

Insurer: AXA ASSISTANCE, the trade name of the **SPANISH BRANCH OF INTER PARTNER ASSISTANCE S.A.**, with NIF number **W-0171985-E**, registered address in **Barcelona, Tarragona 161**, and insurer ID **E0196**, issuer of this policy, which as Insurer and through collection of premiums, assumes the coverage of the risks in this contract and guarantees its coverage, under the conditions of the policy.

Policyholder: The legal person or entity who features in the Special Conditions of this policy.

Insured: Each of the individuals, customers of the travel agency related to the Policyholder, communicated to the Insurer by the agency, and listed in the Certificates issued.

Family members: The following shall be considered the family of the insured: spouse, partner or person living with him as such, and the lines of ascent and descent of any degree of consanguinity (parents, children, grandparents, grandchildren) of both partners; in the collateral line only the following shall be considered the insured's family: brothers or sisters, brothers or sisters without blood bond, brothers-in-law or sisters-in-law, sons-in-law or daughters-in-law and parents-in-law of both partners.

Premium: is the price of insurance, which includes any surcharges and taxes that are legally applicable. The Policyholder is required to pay the Premium.

Baggage: All personal belongings that the insured carry while traveling, as well as those issued by the means of transport used for the journey.

Valuables: Valuables refers to jewellery, watches, objects of precious metals, furs, paintings, art objects, silver and precious metalwork, and unique items.

Territoriality: This insurance guarantees cover the *Whole World, Europe and Mediterranean Countries (Jordan will be considered as a Country of Europe and Mediterranean Country), Andorra or the Policy Holder's country of habitual residence*, according to the destination contracted with the Policyholder. The insurer's obligations end once the policyholders are back in their usual place of residence.

Effect and Duration of Policy: The insurance coverage period specified and stated in the Special Conditions/Certificate of Insurance of the Holder's Policy



Theft: Means only theft committed by means of violence, or by intimidating persons or by forcing objects.

Accident: means a violent, sudden, unforeseen, uncontrollable, unexpected physical event external to and unintended by the Insured causing damage covered by the Policy and that occurred after the date of the insurance policy's validity.

Pre-existing condition: Any disease, including diseases that were not definitively diagnosed, whose symptoms started before the date the insurance policy was taken by the traveller.

Loss: Any event whose consequences are covered by any of the policy guarantees.

Sports covered: The activities covered are:

Ranch activities (capea), entertainment for children, Banana boats and beach games generally, Motorboats (with driver), Canyons (with official guide), Mountain Biking, Diving (to the depth allowed by the qualification of the insured) and underwater activities, Bus bob, Camping, Canoeing (local skippers), Catamarans, Cycling, Cycle Tourism, Horse Carriages, Canyon descent White-water Rafting, Dinghy Sailing, Riding, Climbing (wall), River Skiing, Fly Surf, Outboards (with driver), Balloon and Tethered Balloon, Golf, Sports Gymkhana, Hydrobob, Hydro-Pedal, Hydrospeed, Ice Karts, Kayaking, Motor boat (with driver), Mountaineering (up to 4000m), 4 Wheel Motorcycle (up to 125 cc), Jet Ski, Snowmobile, Mushing, Sailing, Wildlife Watching, Guidance and Survival, Paintball, Paragliding, Rollerblading, Ice Skating, Canoeing, Fitness Trail, Tibetan Bridge, Quads, Rafting, Rappelling, Snowshoeing, Climbing, Hiking, Water Skiing, Snorkelling, Surfing And Windsurfing, Nature Workshops, Tennis, Clay Pigeon Shooting, Archery, Crossbow Archery, Blowgun Shooting, Archery Dog-Sledding, Abseiling, Hiking, Artouste Train, Sledding or similar, Equestrian Tourism, Ultra-light flying (with pilot), Sailing, Aeroplane Flying, Watervolley

Trip: means the journey undertaken by the insured outside their usual place of residence, from the moment they leave it, until the insured's return, once said trip is complete.

Trip time shall not exceed that specified in the certificate of insurance.

ARTICLE II. GUARANTEES COVERED

1. Transport or repatriation of wounded and sick

If the Insured suffer an illness or accident, the insurer shall cover:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) A preliminary examination by the Insurer's medical team who will contact the doctor treating the sick or injured insured to determine the appropriate measures and best treatment options, and the most suitable means for transfer to the most suitable hospital or to the insured's home.
- c) The travel expenses incurred in providing first aid to the injured or ill party, by the most appropriate means of transport, to the hospital prescribed and **authorized by the insurer**, or to the insured's habitual residence. If the insured is hospitalized in a hospital distant from their home, the Insurer shall pay, at the time of discharge of the insured, the subsequent transfer to their usual place of residence.

The means of transport used in Europe and Mediterranean countries, when the urgency and gravity of the case require it, shall be special air ambulance. Elsewhere, it shall be by regular airline.

2. Medical, surgical, pharmaceutical and hospital expenses

The insurer undertakes to pay up to **the limit stated in the specific conditions and certificate of insurance** the following as a result of an accident or illness occurring to the insured during the term of the insurance policy certificate:

- a) The medical and surgical expenses and fees.
- b) Expenses necessary for prescribing pharmaceuticals for the treatment of diseases covered by this policy.
- c) Hospitalization costs.



3. Urgent dental expenses abroad

If, as a result of occurrence of acute dental problems, such as infection or trauma, the Insured requires emergency treatment, the Insurer will pay the expenses related to that treatment up to a maximum of 280 €.

4. Transport or repatriation of the insured

a) When one or more of the insured have been transferred or repatriated because of illness or accident under guarantee 1, the Insurer will transport up to two companions to return with them to the insured's place of habitual residence or to the place where the transferred or repatriated insured party or parties are hospitalized, and the subsequent transfer to their homes. The insurer is subrogated to the rights secured by the return tickets originally planned.

b) If the Insured and companions and/or family members mentioned in paragraph a) are under 15 or disabled and do not have a family member or trusted person to travel with them, the Insurer will make available a person to travel with them to the place to where the Insured is hospitalised.

c) If the insured, once restored to health, (under the supervision of the medical team that has treated him and in agreement with the insurer's medical team) can continue the planned trip, the insurer will pay the reinstatement costs for the victim and his or her companions under this guarantee.

5. Transportation or repatriation of deceased

a) The Insurer shall pay for all formalities required at the place of death of the insured, as well as transportation or repatriation to the place of burial in their country of habitual residence.

b) The Insurer shall pay the insured family members transport to the place of burial. The insurer is subrogated to the rights secured by the return tickets originally planned.

c) If the insured companions are under 15 or disabled and do not have a family member or trusted person to travel with them, the Insurer will make available a person to travel with them to the place of the burial of the remains of the deceased.

6. Transportation a family member in case of hospitalization lasting more than five days.

When the insured is hospitalized and is expected to spend more than 5 days in hospital, the insurer shall make available to a family member, or designee thereof, a round-trip ticket to attend the Insured.

If the hospitalization occurs more than 100 km from the habitual residence of the insured, the insurer will pay the hotel expenses of the family member, on presentation of the relevant documentary evidence, up to the amount of 90 € per day and for up to 10 days.

If the family member or designee were already at the place of hospitalization of the insured because he or she is included in this policy and under guarantee 4, his or her living expenses and return travel costs will be covered, as set out in this guarantee.

7. Expenses of an extended stay in a hotel

Where guarantee 2 regarding payment of medical expenses is applicable, the Insurer will pay the cost of an extended stay in a hotel, after hospitalization and prescription, up to an amount of 90 € per day and a maximum 10 days per insured person.

8. Early return due to death or hospitalization of a family member

If during the trip a family member (as defined by the same as mentioned above) of the Insured dies or is hospitalized for a minimum period of 2 (two) nights in their country of habitual residence, and if the ticket used for the trip or return ticket does not allow the date of the return journey to be brought forward, or surcharges or penalties are applied for this, the Insurer will pay a ticket for the insured to the place of burial or hospitalization of the family member in the country of habitual residence of the insured. The Insured may opt for another ticket for the transportation of the person that came on the same trip, if this second person is insured under this policy.



9. Early return due to severe disruption of the primary residence or business premises

In case of fire, water or gas leaks, or any serious damage suffered by the insured in his or her primary or secondary residence or business premises –if the insured is direct operator or carries out professional activities there–, the Insurer will cover the cost of a ticket so the insured can travel to his or her home or business premises. The Insured may opt for another ticket for the transportation of the person that came on the same trip, if this second person is insured under this policy.

10. Transmission of urgent messages

The Insurer will transmit urgent messages as required by the Insured arising from events covered by these guarantees.

11. Search for and transport of luggage and personal effects

In case of loss of luggage and personal effects that have been checked in to the means of transport, the insurer shall provide the insured with advice on reporting the facts. If these objects are recovered, the Insurer will take charge of shipping them to the place of the Insured's destination or to his or her home.

12. Delay in delivery of luggage

The Insurer will reimburse the Insured up to a maximum of 150 € for costs incurred in the urgent purchase of essential clothing and articles when the Insured suffers a delay in delivery of checked baggage on arrival at the destination greater than the time specified in the Specific Conditions and insurance certificate.

The return to the original departure point is excluded as a destination point.

The insured must submit a photocopy of airline ticket, the certificate of "Baggage Irregularity Certificate" provided by the carrier as well as the original invoices for those personal items and necessities that were purchased.

13. Theft and damage to baggage

Reimbursement for damage and loss of luggage or personal effects insured against theft, loss or partial loss or damage caused by the carrier because of fire or assault, which occurred during the course of the trip, is guaranteed up to the maximum limit stated in the insurance policy certificate. It excludes theft and simple loss by the Insured, as well as money, documents and valuables.

Sports equipment, cameras and photographic accessories, radio, sound or video recording equipment, electronic equipment, accessories, and valuables are covered for up to 50% of the sum insured on all baggage. Normal wear and tear will be deducted from that repayment.

To enforce the provision in case of theft, the following **documents must first be provided:**

- Declaration of lost objects specifying the value and year of purchase.
- Official complaint filed with the competent authorities at the scene.
- Original invoice for lost items.
- Original boarding card.
- TAG baggage (original receipt of checked baggage)
- Proforma Invoice and Report of luggage return.

For losses caused by the air carrier, the Insured must provide the Original Incident Notification (PIR), proving that no baggage was recovered 30 days after the loss, and the receipt proving the Insured has been compensated (stating the amount) or a document confirming that he or she has not been compensated. For losses caused by sea, rail or land carriers, the Insured must provide written proof of the claim made to the carriers and the receipt proving the Insured has been compensated (stating the amount) or a document confirming that he or she has not been compensated.

In case of permanent loss of baggage, the Insurer will deduct the amount paid as compensation for the urgent purchase of clothing and essential articles established in the preceding clause.



14. Sending urgent medicines not available abroad

The insurer will cover shipping drugs to heal the insured that are prescribed by a doctor and not available in the place where the Insured is.

15. Delay of the means of conveyance

The Insurer will reimburse the Insured up to 140 € (28€/24 hours) of the actual costs incurred when a delay in travel motivated by the airline or weather conditions occurs, provided that this delay is greater than 12 hours from the scheduled departure time.

The insured must submit:

- Copy of the ticket or boarding pass in case of electronic ticket
- Appropriate incident certificate issued by the airline

16. Abandonment of trip due to delay of more than 24 hours

When the Insured suffers a delay of more than 24 hours on his or her outbound trip from Spain, because of: Adverse Weather Conditions, mechanical breakdown or technical fault on the plane, train or boat, strike, labour mobilization or security alert (provided that at the time of taking the policy or booking the trip, there was no knowledge of such facts and there was therefore no reason to suspect the trip would be affected) causing the insured to decide not to start the trip, the Insurer will cover up to a maximum of 300 € for hotel expenses and/or travel to their habitual residence for not starting the planned journey.

The insured must present the carrier's documentation stating the reason for the delay and the bills for the expenses.

17. Late arrival and loss of outbound trip

When the Insured suffers a delay at the Beginning of the trip, which involves missing the departure because of an accident or breakdown of the means of public or his or her own private transport, or serious accident occurred on the highway, the Insurer will reimburse up to up to 400 € the costs of hotel and travel (not including food or drink) for starting the trip.

Those losses in which the Insured fails to arrive within the scheduled embarkation times indicated by the transport company or travel agency (120 min before the scheduled departure of the means of transport) or any other circumstances not mentioned in this policy will be excluded.

18. Expenses for loss/theft of official documents.

In the event of loss or theft of the insured's passport or visa, during the trip and during their stay in the destination country, the Insurer assumes the duly justified management and acquisition expenses required to obtain replacement documents issued by government agencies, to the maximum amount of 200 €. Damages arising from the loss or theft of the objects mentioned or their undue use by third parties are not covered and will not be compensated.

19. Cancellation of the trip

The Insurer guarantees to the maximum amount specified in special conditions and insurance certificate, subject to specific cancellation exclusions mentioned in this policy, the reimbursement of expenses incurred by the Insured caused by cancellation of the trip and which are billed to the Insured by the application of the general sales conditions of the Agency, or any of the travel providers, including management fees, provided that the trip is cancelled before it begins and for one of the following causes occurring after formalising the insurance contract which prevents the insured from traveling on the dates contracted:

1. Death, hospitalization of at least one night, serious illness or serious bodily injury of:
 - -The insured, his or her spouse, partner or person who lives permanently with the Insured as such, or any of his or her line of ascent or descent of first or second degree (parents, children, grandparents, grandchildren) of a brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law.



- - Of the person in charge of custody of elderly, minor or disabled persons during the Insured's Trip.
- - The Insured's professional substitute in their place of work provided that this circumstance prevent the completion of this trip at the requirement of the Insured's employer. For the purpose of these Guarantees, the following definitions shall apply:
 - - Serious illness: an alteration of health confirmed by a medical professional, requiring the patient to stay in bed or that involves the cessation of any professional or private activity within the twelve days before the planned trip.
 - - Serious bodily accident: bodily harm to the insured and unintended by him or her, from the sudden action of an external cause, and that, in the opinion of a doctor, makes it impossible to begin the scheduled trip.

When illness or injury affects any of the persons named, other than those insured by this policy, it shall be construed as serious when it involves, after the date of the insurance policy, hospitalization or need for bed rest and requires, in the opinion of a medical professional, the continuous care and attention of health personnel or persons appointed for that purpose, upon medical prescription within 12 days prior to departure.

The Insured must report the incident as soon as possible and on occurrence, and the Insurer reserves the right to make a medical examination to the Insured to assess the coverage of the case and determine if indeed it is impossible for the Insured to start the trip. However, if the illness does not require hospitalization, the Insured must report the incident within 72 hours of the event giving rise to the cause for cancelling the trip.

2. In a serious matter affecting the residence (primary or secondary) or professional premises if the Insured works there or conducts a liberal profession there, and occurring within the four weeks prior to departure and after the date of signing the insurance contract and if the Insured's presence is essential on the date of the trip.
3. The dismissal of the insured, not the termination of his or her contract.
4. The call of the insured as a party or witness in a court. **All cases in which the insured is cited as accused by processes initiated before contracting the travel and insurance are excluded.**
5. Due to the incorporation of the Insured to a job in a different company and with a contract lasting more than SIX MONTHS. Incorporation into the new job must necessarily occur after contracting the trip and therefore also the insurance policy.
6. Delivery of a child in adoption.
7. Organ transplant of the insured or any of the family members described above.
8. Call as a member of an electoral board that requires his or her attendance during the travel dates.
9. Presentation to official state exams (both as an examinee or member of the Selection Board) convened and announced through a public body after contracting the insurance and which coincides with the dates of travel.
10. Geographic relocation of work location involving a change of residence of the insured during the scheduled dates of the trip, providing the Insured is not self-employed. The Insured must have been notified of the transfer after contracting the insurance.
11. Police arrest of the insured, which occurred after contracting the insurance, coinciding with the dates of travel, provided that such arrest is not caused by a malicious act of the insured
12. Parallel income tax statement, by the Ministry of Finance, whose presentation coincides with the dates of travel and requires the presence of the insured.
13. Complications of pregnancy, (as long as they are not related to pre-existing conditions) or miscarriage, which by their nature, prevent the completion of the journey. Common pregnancy discomforts such as nausea, vomiting, and similar are excluded. Any complications must have occurred after contracting the insurance. Deliveries and their complications from the 7th month of pregnancy (28 weeks) are excluded.
14. Award of official grants, published by a public body after the contracting the insurance and coinciding with the dates of the policy.
15. Judicial or necessary voluntary declaration of bankruptcy of the company owned by the insured, which occurred after contracting the insurance, making the journey impossible.
16. Cancellation of the trip because the Insured is making a similar trip won in a public sweepstake before a public notary.



17. Summons for divorce proceedings occurring after contracting insurance and coinciding with the date of travel.
18. Call for presentation and signing of official documents received from the competent authority after the insurance policy date and requiring the attendance of the Insured during the travel dates.
19. If the insured, his or her spouse, parents or children to the second degree, parents, children, siblings, grandparents, grandchildren, brothers and sisters, sons-in-law or daughters-in-law, parents-in-law, the companion of the insured and professional substitute, is called to a hospital for scheduled surgery (Public Health waiting list), and receipt of such notification is after the signing the insurance policy and that this prevents the completion of the journey.
20. Declaration of state of emergency in the place of domicile of the Insured or the travel destination.
21. Any illness of children under 48 months who are insured by this policy or who are family members (as defined in these terms) of parties insured by this policy.
22. Cancellation of the wedding ceremony of the insured when the trip purpose of insurance is "honeymoon".
23. Theft of documents or baggage that prevents the trip to begin, within the departure precincts of the transport means (bus, train, airport or port facility).
24. Employment Redundancy directly affecting the insured as an employed person and whose workday is partly or totally reduced. This circumstance must occur after the date of the policy.
25. Breakdown of the Insured's own means of transport impeding his or her arrival at the Hotel/Spa by up to 48H
26. Acts of piracy by air, land and sea that make it impossible for the Insured to start the Trip.
27. Cancellation of the person who has to accompany the Insured, registered on the same trip and secured in the same policy, if the cancellation has its origin in one of the causes listed in the present Travel Cancellation Guarantee.
28. Official requirement for the insured to perform emergency functions such as military, medical or public service.
29. Non-issue of visa without justification. The non-issue of visa is expressly excluded if the Insured has not taken the necessary actions to obtain the visa within the time and in the right manner.
30. Extension of the Insured's employment contract.

This Guarantee must be purchased on the day the booking is confirmed, or at most within 7 days after that date.

The event causing cancellation of travel must always occur after the insurance is contracted.

20. Cancellation of the insured and/or companion.

The insurer will pay, up to a maximum of 300 €, the additional costs that arise from the concept of "single supplement" to the insured that he may undertake the journey alone, due to the cancellation of the trip of the companion enrolled in this policy as a result of cancellation for any of the causes listed in the travel cancellation guarantees for trips that have not begun.

21. Reimbursement of unexpended holidays

This warranty shall apply only when the INSURED is obliged to conclude his or her trip, once started, and return early to their place of residence for some of the causes of early return or repatriation or covered by this policy.

The reimbursement of holidays shall not exceed the result of **dividing the sum insured** for cancellation costs by the actual number of days of the trip contracted, and the result multiplied by the number of days remaining to complete the same from the time the insured is repatriated for any of the reasons described above, up to a maximum of €3,000.

The resulting amount is reduced by the amount of the original transport bill planned for the return, if it has not been used by the insured, unless the transport ticket does not allow any kind of refund or exchange

22. Death or permanent disability due to accident

The Insurer guarantees, up to the amount of **€6,000** and subject to the exclusions set forth in these Terms, the payment of compensation in case of death or permanent disability that may be



due because of accidents occurring during travel to the Insured in sojourns outside his or her usual place of residence. This does not **cover persons over 70 years of age; children under 14 years of age are guaranteed for risk of death only up to 3,000 € for funeral expenses** and the risk of permanent disability up to the amount in the Specific Conditions.

The limit of compensation is fixed:

a) In the event of death: Where it is proved that the immediate death, or death occurring within one year from the occurrence of the accident, is the result of an accident covered by the policy, the Insurer will pay the sum set out in the Specific Conditions.

If, after payment of compensation for permanent disability, the death of the Insured occurs as a result of the same accident, the Insurer shall pay the difference between the amount paid for disablement and the insured amount in case of death, when that sum is greater.

b) In the event of permanent disability. The Insurer will pay the total amount insured if the disablement is complete, or a proportion to the degree of disablement, if it is partial.

The following table defines the degrees of disablement:

b.1 Loss or loss of use of both arms or both hands, or of one arm and one leg, or one hand and one foot or both legs or both feet, total blindness, paralysis, or other injury causing total disablement:

b.2 Loss or absolute disability of:

- An arm or hand	60%
- A leg or foot	50%
- Complete deafness	40%
- The movement of the thumb or index finger	40%
- Loss of sight in one eye	30%
- Loss of thumb of hand	20%
- Loss of index finger of hand	15%
- Deafness in one ear	10%
- Loss of any other finger	5%

In the cases not listed above, such as partial losses, the degree of disablement shall be fixed in proportion to its severity compared with the disablements listed above. In no case shall it exceed the total permanent disability.

The degree of disability must be finally defined within a year from the date of the accident.

The employment situation of the Insured is not to be taken into account for purposes of assessing the actual disablement or a limb of organ

If the Insured had physical defects before the accident, the disability caused by the accident cannot be classified above that of a fully able-bodied person.

Functional Impotence

23. Compulsory Civil Liability

The insurer covers, up to the amount of € 50,000, monetary compensation, which under Articles 1902-1910 of the Civil Code or similar provisions under the foreign law, are required to satisfy INSURED in his or her capacity as private person, as liable for injuries or damage caused accidentally during travel to third parties, their animals or belongings. The contract holder, spouses or locally, regionally or nationally officially registered de facto partners, line of ascent or descent or any other family member living with either of them or their partners, employees and any other person who in fact or in law is dependent of the policyholder or the insured, shall not be considered third parties while acting within the scope of that dependency.

The Insured's legal costs and expenses as well as the any bail required are covered within this limit.

24. Civil Liability Guide/Monitor

The INSURER covers, up to the amount of € 60,000, monetary compensation, which under Articles 1902-1910 of the Civil Code or similar provisions under the foreign law, are required to satisfy INSURED in his or her capacity as private person, as liable for injuries or damage caused accidentally during travel to third parties, their animals or belongings. The contract holder,



spouses or locally, regionally or nationally officially registered de facto partners, line of ascent and descent or any other family member living with either of them or their partners, employees and any other person who in fact or in law is dependent of the policyholder or the insured, shall not be considered third parties while acting within the scope of that dependency.

The Insured's legal costs and expenses as well as the any bail required are covered within this limit.

25. Foreign Legal Defence

The Insurer will cover up to € 5,000 for legal costs to initiate a civil action for damages if another person causes bodily injury, illness or death during the trip. We will also cover reasonable costs of an interpreter hired by the Insurer for court proceedings

The Insurer shall supervise any legal claim through its designated agents and take the appropriate and necessary decisions.

26. Kidnapping

The Insurer will reimburse € 50 every 24 hours, up to a maximum of € 2000, when the insured is detained unlawfully or is under threat of anyone trying to illegally control the aircraft or conveyance in which the Insured travels.

Any involvement by the insured himself, his family or associates shall be excluded from this policy.

ARTICLE III. CONTRACT LIMITS

A. General Exclusions relating to all Guarantees

Guarantees and benefits that have not been requested by the Insurer and have not been made with his or her consent or agreement, except in cases of force majeure or proven material impossibility.

1. In the event of war, riots and popular movements, acts of terrorism and sabotage, strike, detention by any authority for crimes not derived from traffic accident, restrictions on free movement or any other case of force majeure, unless the Insured proves that the incident is not related to such events.
2. The losses caused by fraud of the insured, the policyholder, the entitled parties or people travelling with the Insured.
3. The practice of sports not specifically covered under the terms of the policy.
4. Accidents or breakdowns occurring in the practice of sports competitions, official or private, as well as training or testing and betting during the period between the beginning of the trip and its completion.
5. Injuries and illnesses occurring during the period between the date of the trip and the end of it, in the exercise of a manual profession, or injury occurring during voluntary participation in non-profit entities.
6. Mental illness or mental or nervous disease with or without hospitalization.
7. Rescuing people at sea or in the desert.
8. Claims that are caused by radiation from nuclear transmutation, decay, or radioactivity.
9. Insurer's obligations arising from the coverage of this policy end at the instant that the insured has returned to his or her habitual residence, or is registered in a health centre 25 kilometres maximum distance from that address.
10. Illnesses or injuries that occur because of pre-existing conditions, with risk of aggravation of the insured, as well as its complications and relapses, except as provided in guarantee 1.2.
11. Suicide or illnesses and injuries resulting from suicide attempts or caused intentionally by the insured himself or herself, as well as those deriving directly or indirectly from criminal actions by the insured.
12. The treatment of diseases or pathological conditions caused by intentional ingestion or administration of alcohol, toxic substances (drugs), narcotics, or the use of non-prescription drugs.
13. The costs of any type of prosthesis, dental repairs and pieces, glasses and contact lenses.
14. Births and pregnancies, excepting unpredictable complications in the first seven months.
15. Any medical or pharmaceutical fees or expenses under 10 €



16. Transport or repatriation of the deceased: the burial and ceremony expenses.
17. Natural disasters.
18. Any reimbursement that is derived from a voluntary settlement of the insured / traveller with the carrier (air, sea or land).

B. Specific Legal Defence Exclusions

1. Legal costs relating to:
 - a. Claims for which, in our opinion, there is no reasonable prospect of success.
 - b. Claims against a carrier, travel agent or tour operator who organizes any trip, against us, Inter Partner Assistance, AXA Travel Insurance, AXA Assistance or their agents
 - c. Claims against someone you were traveling with or other beneficiary.
 - d. A legal cause for which, in our opinion, the estimated amount of compensation would be under 750 €
 - e. Cases brought in more than one country.
 - f. Legal fees incurred with the condition that the cause succeeds.
 - g. Claims by the Insured other than as an individual.
 - h. Claims arising in the country of residence.
2. Legal costs or expenses incurred before we accept your claim in writing.
3. Claims not notified to AXA Assistance within 30 days of the incident.
4. Any of the points mentioned in GENERAL EXCLUSIONS of this policy.

C. General Exclusions Relating to travel cancellation guarantees.

1. Cosmetic treatment, a cure, a contraindication to air travel, the lack or contraindication of vaccination, the inability to continue in certain destinations, recommended preventive medical treatment, voluntary interruption of pregnancy, alcoholism, drug and narcotics use, unless these have been prescribed by a doctor and are consumed as directed.
2. Mental or nervous illness and depression, with or without hospitalization, of the insured.
3. Participation in competitions, contests, sweepstakes, fights, crimes, duels.
4. Chronic or pre-existing diseases of the insured.
5. Chronic, pre-existing or degenerative diseases of the insured's family described in these general conditions that are not insured by these policies.
6. Epidemics or pollution in the country of destination.
7. The failure to present, for any reason, essential documents for travel (passport, airline tickets and visas vaccination certificates), **except as provided in Articles 23 and 29 of the cancellation guarantee.**
8. Acts in bad faith, and intentional injuries, suicide or attempted suicide by the Insured.
9. War, declared or not, riots, acts of terrorism, effects of radioactivity, popular movements and conscious disregard of official prohibitions.
10. The refusal by the Insured to be seen by the medical expert referred to in paragraph 1 of the trip cancellation guarantee before the trip begins, if the insurer determines the need for medical expert opinion.
11. Risks involving pregnancies, are excluded if they have already existed in the present or previous pregnancies
12. Any loss occurring for any reason known at the time of booking the trip and / or contract of insurance that may reasonably be thought to cause the cancellation of the trip.

D. Exclusions from Civil Liability cover

The Civil Liability Warranty does not include:

1. In the event of war, demonstrations and popular movements, acts of terrorism and sabotage, strike, detention by any authority for crimes not derived from traffic accident, restrictions on free movement or any other case of force majeure, unless the Insured proves that the incident is not related to such events.
2. The losses caused by fraud of the insured, the policyholder, the entitled parties or people travelling with the Insured.
3. Claims that are caused by radiation from nuclear transmutation, decay, or radioactivity.
4. Any responsibilities of the insured for driving of motor vehicles, aircraft and ships as well as the use of firearms.
5. Civil liability deriving from any occupation, trade union or political association activity.
6. Fines or penalties imposed by courts or authorities of all kinds.



7. Liabilities deriving from the practice of professionalsports and of the following as an amateur, mountaineering, boxing, skydiving, hang gliding, gliding, polo, rugby, shooting, yachting, judo, bobsleigh, caving, martial arts and those using motor vehicles.
8. Damage to objects entrusted, under any title, to the Insured.

E. Exclusions on baggage:

1. The theft or simple loss due to forgetfulness or lack of attention of the insured.
2. Loss, theft, damage to baggage contained in an unattended vehicle without the vehicle showing signs of being forced.
3. Items that are not mentioned in the original complaint filed with the police or the public transport company.
4. Objects that are not accompanied by the relevant original invoice.
5. Loss, theft or damage because of intervention by official bodies or Legal Authorities.
6. Glasses, contact lenses, hearing aids, dental appliances, medication, orthopaedic apparatus.
7. Cash, credit cards, identity papers or official documents and valuables
8. Normal wear and tear.

F. Exclusions from Accident cover

Guarantee 22 Death or Permanent Disability due to accident does not include:

1. Bodily injuries that occur in a state of mental disorder, paralysis, stroke, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS, encephalitis, and in general, any injury or illness that may reduce physical or mental capacity of the Insured.
2. Bodily injuries as a result of criminal actions, provocation, quarrels, –except in self-defence– and duelling, reckless behaviour, bets or any reckless act, and accidents as a result of events of war, even if it has not been declared, revolts, riots, earthquakes, floods and volcanic eruptions.
3. Diseases, hernia, lumbago, intestinal strangulation, complications of varicose veins, poisoning or infections that do not have as direct and exclusive cause an injury that falls within the insurance coverage. The consequences of unnecessary surgical operations or treatment for accidents and those that correspond to the care of the individual.
4. The practice of the following sports: Speed or endurance racing, aeronautical ascent or trips, climbing, caving, hunting on horseback, polo, wrestling or boxing, rugby, underwater fishing, skydiving, and any game or sport activity with a high degree of risk.
5. The use of land motor vehicles with two wheels, with a cylinder capacity exceeding 50 cc.
6. The exercise of a professional activity, other than commercial, artistic or intellectual activities.
7. Any person who intentionally causes the loss is excluded from the benefit of the guarantees covered by this policy.
8. The deterioration of accidents occurring prior to the execution of the policy is not covered.
9. Countries that during the insured's trip or journey are in a state of war or siege, insurrection or war of any kind or character, even if it has not been officially declared, and those specifically listed on the receipt or in the Special Conditions are excluded from coverage under this policy.
10. It is expressly agreed that the Insurer's obligations arising from the coverage of this policy, end at the instant that the Insured has returned to his or her habitual residence, or is registered in a health centre 25 kilometres maximum distance from that address. (15 km in the Balearic and Canary Islands).

MAXIMUM AMOUNT:

The maximum indemnity of this policy and a single incident shall not exceed € 120,000.

ARTICLE IV. ADDITIONAL PROVISIONS RELATING TO ALL GUARANTEES

For the Insurer to provide the services inherent in the above guarantees it is essential that the Insured request the Insurer's intervention, within a maximum of 7 calendar days from the time of the event, using one of the telephone numbers stated on the information the Insured will receive after purchasing the policy. (The Insured may make a reverse charge call.)

In telephone calls requesting the provision of assurances provided, the Insured should indicate:

- Name of the Insured name and policy holder
- Policy number.
- The place where the Insured is
- Telephone Number
- Type of assistance required.



After receiving the emergency call, the Insurer will immediately employ the appropriate means, through its International Organization, to directly assist the Insured wherever he or she may be.

It is the obligation of the insured to mitigate the consequences of the incident using the means at his or her disposal, as specified in Article 17 of the Insurance Act.

In case of injuries or illness requiring a request for repatriation or transport, inform the Insurer by telephone, telex or telegram stating:

- **Name,**
- **Address**
- **The phone number of the doctor and/or hospital treating the patient or where the patient is located.**

Should medical, pharmaceutical and hospital have been required, the Insured must provide the Insurer the following documentary proof:

- **Certificate from the competent Medical Authority.**
- **Invoices and fee statements.**
- **Detailed Statement of illness or accident.**

The Insured must immediately transmit to the Insurer all notices, subpoenas, summons, letters, citations and generally all judicial or extrajudicial documents relating to the incident resulting in the liability covered by the insurance that are addressed to him or to the person causing it.

In case of theft, the Insured must report the incident to the local police authority within forty-eight hours from the time that he had knowledge of the incident.

The Insurer is not liable for delays or defaults due to acts of God or the special administrative or political characteristics of a country. In any case, if due to force majeure or other causes, it is not possible for the Insurer to intervene directly, the Insured will be refunded for the expenses incurred that are guaranteed, after submitting supporting **documentary proofs**, upon return to his home in his country of habitual residence or, if necessary, as soon as the Insured is in a country where the above circumstances do not obtain.

Except for the situations outlined above, the Insurer should, as a prerequisite, be immediately informed of the accident, and the provision of medical treatment and medical transport must be made by agreement with the doctor at the hospital that attends the Insured in cooperation with the Insurer's Medical Team.

In relation to the cost of transportation or repatriation and in the event that the insured would be entitled to a refund for part of the ticket (airplane, sea, etc.) in their possession and not used, such reimbursement shall revert to the Insurer.

The compensation awarded by way of the aforementioned guarantees will be paid regardless of any other insurance. Such compensation shall be subject to the insurer's right of subrogation in respect of contracts that the insured may have that cover the same risks, or of social security benefits or, finally, of any other collective scheme.

The Policyholder and, where appropriate, the Insured, are required to declare to the insurer, in the questionnaire that the Insurer may present in any of the formats, all the circumstances known to him that might influence the evaluation of risk; they shall be released from this obligation if the Insurer does not present a questionnaire or when, even if the Insurer does present one, it does not refer to circumstances that may influence the assessment of risk and these are not included in it.

With reference to an accident or illness, the Policyholder and, where appropriate, the Insured also authorize the Insurer's management centre to request any kind of information it deems necessary for risk assessment or for processing a claim.

Start and duration of the contract.

- **The contract shall enter into force on the date specified in the Special Conditions.**
- **The contract shall remain in force for the period specified in the Special Conditions.**
- **At the expiration of the deadline, if the contract is valid for one year, it will be tacitly extended for another year, and so thereafter, unless either party has requested termination under the terms provided in Article 22 of the Law.**
- **Notified of the termination in the manner provided, no new certificates will be issued and the policy is deemed fully expired finally when all certificates in force have expired**



Breaches.

In case of default by the Policyholder or the Insured of the duties mentioned in the previous point, the Insurer may only claim damages, unless the law provides otherwise

Variations in the composition Insured Group.

The policyholder is obliged to notify the Insurer any variations occurring in the composition of the insured group, and may include:

Additions: The inclusion of persons in the list of insured persons belonging to the Insurable group who satisfy the conditions of accession after the Group Insurance has become valid.

Each new addition will take effect at the next premium maturity or fraction once the Special Conditions have been met.

Removals: When insured parties leave the Insured or Insurable Group. When the Insured is removed from the Policy by leaving the Insurable Group, he may request the Insurer to continue his or her insurance, subject to the rules governing the contracting of individuals.

Insurance certificates.

The Insurer will issue an insurance certificate which shall contain the name of the insured and the guarantees covered.

Any certificate of insurance that is lost will be cancelled and the Insurer will issue a duplicate.

ARTICLE V. SUBROGATION

The Insurer shall be subrogated to the rights and actions available to the Insured by facts motivating his intervention and up to the total cost of the services provided.

ARTICLE VI. JURISDICTION

The Insured and Inter Partner Assistance, are subject to Spanish legislation and jurisdiction for purposes of this contract as indicated in the Special Conditions of the policy.

The judge pertaining to the Habitual residence of the Insured shall be competent to judge the actions arising from the Contract.

ARTICLE VII. DATA PROTECTION INFORMATION

If personal information of individuals other than the policyholder is requested, he or she must inform such persons of the points outlined in the following paragraphs.

The applicant consents to the personal data that may appear in this request are included in the Broker's and INTER PARTNER ASSISTANCE's files. The processing of such data is intended to facilitate the establishment and development of contractual relations that binds the applicant and the Insurer.

The personal data may be communicated to other Insurers or agencies related to the insurance industry, for statistical purposes, to combat fraud or for coinsurance or reinsurance of the risk.

Agreement with this processing is essential to formalize the contractual relationship referred to herein, which is not possible without it.

The applicant may exercise their rights of access, opposition, rectification and cancellation to the Broker or to the Insurer, (calle Tarragona N° 161, 08014 Barcelona or by email to lopd_datos@ipartner.es), in the terms provided in the data protection legislation, sending his or her communications to the above address.

Also, the applicant authorizes INTER PARTNER ASSISTANCE his or her data to send information about other insurance products marketed by the Company, and to communicate them to other Group companies for the same purpose.