

PARTICULAR TERMS AND CONDITIONS OF THE POLICY

POLICY Nº: 02-9815701

POLICYHOLDER: VIAJES PARA TI, S.L.U.  
AVDA. BELLISENS 42, DESPACHO 129  
43204 – REUS (TARRAGONA)

NIF/CIF: B55666952

INSURANCE COMPANY: AGENCIA DE SEGUROS ARAG, S.A.



**"SUPER SKI" TRAVEL ASSISTANCE**

**PREMIUMS:**

Total bill per person and trip:

**PERSONAL ACCIDENT INSURANCE: INSURED CAPITAL 3.000 Euros**

**PRIVATE CIVIL LIABILITY INSURANCE: INSURED CAPITAL 6000 Euros**

**THIS INSURANCE POLICY IS SUBJECT TO ALL THE ARTICLES INCLUDED IN THE GENERAL TERMS AND CONDITIONS OF THE POLICY WITH THE LIMITS SPECIFIED THEREIN.**

**QUALITY GUARANTEE:** ARAG guarantees the resolution of the case within 15 business days from the receipt of the last documentation requested and necessary for correct processing. In the event of not complying with this term, ARAG shall refund the amount of the insurance, regardless of whether the case was accepted or declined.

**PERSONS INSURED:** Travellers who contract a trip, journey or stay away from their regular place of residence with the Policyholder, their names, destinations and the duration of the trip being reported to ARAG before it begins.

**TERRITORIAL SCOPE:** The insurance is valid in Spain, Andorra or Europe, depending on the destination of the trip, journey or stay contracted with the Insurance Policyholder.

**When the Insured is on board any type of land, sea or air vehicle, the Insurer will not be obliged to provide any type of service. This will be provided as soon as the Insured alights from the vehicle.**

**This Policy excludes any countries which, during the Insured's journey or stay, are in a state of war or siege, insurrection or armed conflict of any class or nature, even when they have not been officially declared, and any which specifically appear in the bill or the Particular Conditions.**

**It is expressly agreed that the obligations of the Insurer arising from the coverage of this Policy end the instant the Insured has returned to their habitual residence, or has been admitted to a health centre situated, at a maximum of 25 km from the aforementioned address (15 km in Balearic Islands and Canary Islands).**

**NOTIFICATION OF JOURNEYS:** The Policyholder shall provide ARAG with all data related to the travellers (names, destinations, duration of the journey) before the start of the journey. The Policyholder shall also make available to ARAG all documents relating to the persons insured under this contract, so that the Insurer can verify the accuracy of the details concerning the travellers provided by the Policyholder.

So that the Policyholder's clients, who will be the Insured parties under this policy, are aware of the guarantees covered by this insurance, ARAG will provide vouchers for the Policyholder to distribute among the clients, these being the only valid document certifying that they are Insured under the policy. The Policyholder will include the start and end date of each trip on all Vouchers distributed.

**PAYMENT OF PREMIUMS TO ARAG:** ARAG will submit the total billable amount resulting from the travel reported by the Policyholder on a monthly basis, charging the amount to the latter's bank account, the details of which will have been provided to us before the present Policy is effective.

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**PROVISION OF SERVICES: ARAG S.E., SUCURSAL EN ESPAÑA** shall be responsible for the provision of the services covered by this policy.

To ensure the urgent provision of services, **ARAG** will provide the Insured with documentation attesting to the Insured's rights as a holder, as well as emergency instructions and phone number.

**ARAG's** phone number is **93 300 10 50** if the call is made from Spain and **34 93 300 10 50** if it is made from abroad. Callers can reverse the charges.

**- The Policyholder knows and expressly accepts the limiting clauses of this Policy and declares that he/she has received the General Conditions together with this document.**

INFORMATION TO THE INSURED

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurers and Reinsurers, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Spain Branch, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Administrative Record of the Directorate-General for Insurance and Pension Funds under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Claims Service at Spain's General Office of Insurance and Pension Funds at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

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- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID, 21 de September de 2021

INFORMATION ON DATA PROTECTION

The Policyholder gives permission for any personal information that may appear in this Policy to be included in the files of ARAG S.E., Sucursal en España. The purpose of processing this data is to facilitate the establishment and development of the contractual relationship between the Policyholder and the Insurer.

The personal information provided may be disclosed to other insurance companies or public authorities related to the insurance sector for statistical purposes, fraud detection and prevention, or risk co-insurance or reinsurance.

The Policyholder's consent to the aforementioned processing is indispensable for the formalisation of the contractual relationship referred to herein.

The Policyholder can exercise his/her rights to access, oppose, modify, and cancel this data with the Insurer, under the terms and conditions established in the Data Protection Act, in writing via email to [lopd@arag.es](mailto:lopd@arag.es) or ordinary post to ARAG SE, Sucursal en España, Calle Roger de Flor nº 16, 08018, Barcelona.

The Policyholder authorises ARAG S.E., Sucursal en España, to process his/her details in order to send information on other insurance products marketed by ARAG S.E., Sucursal en España and/or INTERLLOYD VERSICHERUNGS-AG, Sucursal en España, and the legal services marketed by ARAG Services Spain & Portugal S.L.

This information may be sent electronically or by any other means of communication. The Policyholder also authorises ARAG S.E., Sucursal en España, to provide his/her details for the same purpose to INTERLLOYD VERSICHERUNGS-AG, Sucursal en España and to ARAG Services Spain & Portugal S.L.

If you do not wish to receive promotional information or allow your personal information to be disclosed under the above terms, please indicate this by checking this box:

Your refusal to authorise the aforementioned use of your data will not prevent the formalisation of the contract.

Should this Policy include data relating to individuals other than the Policyholder, the latter shall inform them in advance of the particulars set out in the preceding paragraphs.

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### **"SUPER SKI" TRAVEL ASSISTANCE**

#### **Introduction**

**This Insurance Contract is governed by the terms established in these General Terms and Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.**

#### **Definitions**

In this Contract, the following meanings shall apply:

#### **Insurer**

ARAG S.E., Sucursal en España, which assumes the risk defined in the Policy.

#### **Policyholder**

The individual or company with whom the Insurer subscribes this Contract, and to whom the obligations derived from it correspond, except those that, due to their nature, must be fulfilled by the Insured.

#### **Family members**

The relatives of the Insured Person shall be considered to be his/her spouse or civil partner or any person who permanently cohabits as such with the Insured, ascendants and descendants to the first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers and sisters, brothers-in-law and sisters-in-law, sons-in-law, daughters-in-law and parents-in-law of both partners.

#### **Insured Person**

The individuals listed in the Particular Conditions who, in the absence of the Policyholder, accept the obligations arising from the Contract.

#### **Policy**

The contractual document that contains the Conditions governing the Insurance Policy. The General Terms and Conditions, the Particular Terms and Conditions that provide specifics of the risk and the supplements or appendixes that are issued together with it to complement it or modify it form an integral part of the same.

#### **Premium**

The price of the Insurance Policy. The bill will also include any legally applicable surcharges and taxes.

#### **1. Purpose**

ARAG guarantees the Insured Person the provision of the guarantees offered within the territory covered for incidents arising from engaging, in a non-professional capacity, in on-piste alpine skiing, cross-country skiing in habitual, known and signposted circuits, freestyle skiing, ski-jumping and snowboarding, provided that these sports are engaged in within the enclosure of a ski resort.

Additionally, there will be coverage in the travel and accommodation necessary in order to practice said activities.

**The professional practice of the aforementioned sports and their practice in closed runs or areas of the ski station are excluded.**

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### 2. Insured

The Policyholder or individual persons identified in the Particular Conditions in the event of a Collective Policy.

### 3. Duration of cover

**In the case of fixed-term policies, the duration will be specified in the Particular Conditions.**

**To benefit from the guarantees covered, the time spent by the Insured Person away from his regular place of residence may in no case exceed 15 days per trip or stay.**

### 4. Territorial scope

**The guarantees described in this policy are valid for events that take place in Spain, Andorra or Europe, in accordance with that specified in the Special Conditions.**

**The guarantees of this policy shall apply when the Insured person is outside of the municipal district in which they reside.**

### 5. Payment of premiums

The Policyholder is obliged to pay the premium at the moment of formalising the contract.

**If the Special Conditions do not specify another place for the payment of the premium, this must be paid at the address of the Policyholder.**

In the event of non-payment of the premium, if it is the first annual payment, the cover will not take effect and ARAG may cancel the policy or demand payment of the agreed premium. Non-payment of subsequent annuities will cause the suspension of the Policy's guarantees one month after it expires. **Cover will always come into effect at 12.00 midnight on the day on which the Insured pays the premium.**

ARAG may demand the payment of an unpaid premium up to six months from the due date.

### 6. Information regarding the risk

The Policyholder has the obligation to declare to ARAG, before the formalisation of the contract, all the known circumstances which may influence the assessment of the risk, by completing the questionnaire provided to it.

He/she will be released from this obligation if the Insurer does not provide a questionnaire or when, even if this is provided, there are circumstances which may affect the risk assessment and which are not contained in it.

ARAG may rescind the contract after the term of one month, from the time in which it has knowledge of the withheld or inaccurate information contained in the declaration by the Policyholder.

During the validity of the contract, the Insured must inform the Insurer, as soon as possible, of any alteration in the factors or circumstances declared in the questionnaire referred to in this article that may aggravate the risk and are of such a nature that, if they had been known by the Insurer when the contract was issued, it would have resulted in the contract not being accepted or in less favourable conditions.

If ARAG is made aware of the increased risk, it may, within one month, propose a modification of the Contract or proceed to its cancellation.

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If there is a reduction in the risk, the Insured is entitled to a proportional reduction in the amount of the premium, with effect from the following annuity.

### 7. Guarantees covered

#### 7.1 Medical and health care

ARAG will bear expenses related to the intervention of the professionals and health centres required to provide care to the sick or injured Insured Person.

The services expressly include, but are not limited to, the following:

- a) Attention by emergency medical teams and specialists.
- b) Complementary medical examinations.
- c) Hospitalisation, treatment and surgical procedures.
- d) Supply of medication during hospitalisation or refund of its cost for injuries or illnesses not requiring hospitalisation.
- e) Treatment of acute dental problems, resulting exclusively from trauma, that require urgent treatment.

**ARAG will pay the expenses corresponding to these coverages up to a limit per insured person of € 3,005.06 or the equivalent in local currency when they take place abroad, € 3,000 when they take place in the Principality of Andorra and € 1,000 in Spain.**

**Dental expenses are limited in all cases to 60.10 € or the equivalent in local currency.**

#### 7.2 Sledge or ambulance expenses

If, as a result of an accident of the Insured person on the ski runs, he/she is required to pay or incurs expenses for rescue by sledge or ambulance transfer within the enclosure of the ski resort, ARAG will cover those expenses.

#### 7.3 Repatriation or medical relocation of injured or ill persons

In the event of an accident or illness involving the Insured, ARAG shall cover:

- a) The cost of ambulance transfer to the nearest clinic or hospital.
- b) Supervision by its medical team, in liaison with the practitioner attending to the Insured person who is injured or sick, in order to determine appropriate measures for the best treatment to be applied and the most suitable means for the patient's possible transfer to another, more suitable hospital or to his/her home.
- c) The costs of transferring the injured or ill person, by the most suitable form of transport, to the specified hospital or his/her usual place of residence.

The form of transport used in each case will be decided by the ARAG Medical Team according to the urgency and seriousness of the case. **In Europe and countries bordering the Mediterranean, a duly equipped medical aircraft may even be used.**

If the Insured is admitted to a hospital far from his/her home, ARAG will cover the costs of transferring the patient to his/her normal place of residence in due course.

**If the Insured is not normally resident in Spain, he/she will be taken to the point of departure for the trip in Spain.**

#### 7.4 Transfer of a family member in the event of hospitalisation

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If the condition of the injured or ill insured person requires hospitalisation for a **period of more than five days**, ARAG will offer a relative of said insured person, or the person they designate, a round-trip flight or train ticket, so that they can accompany them.

**If the hospitalisation occurs abroad, ARAG will pay, by way of accommodation expenses and on presentation of the corresponding invoices, up to € 72 per day for a maximum of 10 days.**

### 7.5 Convalescence in a hotel

If the sick or injured insured person, on medical advice, is unable to return home, ARAG will pay the hotel expenses for the extension of the stay **up to € 72 per day for a maximum of 10 days.**

### 7.6 Repatriation or transportation of a deceased Insured.

In the event of the death of the Insured, ARAG will organise and cover the cost of transporting the body to the place of burial in Spain. These costs shall include those of post-mortem arrangements in accordance with the legal requirements.

**Burial and funeral ceremony costs are not included.**

**If the Insured is not normally resident in Spain, he/she will be taken to the point of departure for the trip in Spain.**

### 7.7 Early return

If an Insured person has to interrupt his/her trip because of the death of his/her spouse, a first-degree ancestor or descendant or a brother or sister, ARAG will cover the cost of the return travel by plane or train from their current location to the burial place in Spain.

Alternatively, the Insured person may opt for two plane or train tickets to his/her usual place of residence.

### 7.8 Reimbursement of the cost of the unused pass

If while skiing the Insured person suffers injuries that involve their repatriation or relocation, or they need to invoke Article 7.7 Early Return, ARAG will repay the Insured person the part of the amount paid for lift passes, etc. they were unable to use, **up to a maximum of 180.30 euros.**

Similarly, if the injuries suffered make it advisable not to ski, ARAG will repay the Insured person that part of the amount paid for lift passes, etc. that they were unable to use, up to a maximum of 180.30 euros. In order to receive payment under this cover, it will be essential for the Insured person to present the medical report in which the extent of said injuries is reflected.

In addition to the Insured, will be included in this guarantee and up to a maximum amount of 180.30 euros, the people registered at the same time as the Insured, and insured by this same contract, up to a maximum of three people.

### 7.9 Reimbursement of the cost of ski lessons not taken

If while skiing the Insured person suffers injuries that require their repatriation or relocation, or they have to make use of Article 7.7 Early Return, ARAG will refund the Insured person the amount paid for skiing lessons they were unable to take, **up to a maximum of € 180.30.**

### 7.10 Sending of urgent messages

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ARAG will take charge of sending any urgent messages which the Insured may entrust to it as a result of the events covered by these guarantees.

### 7.11 Defense against criminal liability abroad

ARAG guarantees the Insured's defence against criminal liability, in proceedings brought against him/her in foreign courts concerning situations in his/her private life arising during the trip covered by this policy.

**Excluded from this are events voluntarily caused by the Insured person or those in which malice or gross negligence on their part is involved, according to a firm legal judgement.**

**The maximum limit of Expenses and Bonds for this guarantee is €3,005.06.**

### 7.12 Legal information abroad

If the Insured has a legal problem involving third parties, concerning an accident that has occurred in his/ her private life, ARAG shall put him/her in touch with a Lawyer, if there is one in the area where he/she is, to arrange a meeting with the Insured, and to be paid for by the latter.

**This service will be provided only in those countries that have diplomatic relations with Spain, except in cases of force majeure or in the event of a situation beyond the control of the Insurer. The Insurer shall not be liable for the outcome of the legal consultation.**

### 7.13 Claim for damages abroad

ARAG guarantees claims for damages to which the Insured may be exposed abroad as a pedestrian, when driving land vehicles without engines or travelling in vehicles and boats for private use, and as a passenger using any means of public transport.

**Claims for damages that are the result of non-compliance with a specific contractual relationship between the Insured and the party responsible for the damage are not included in this guarantee.**

In the event of the death of the Insured, his/her family members, heirs or beneficiaries may lodge the claim.

**The maximum limit of expenses for this guarantee is €3,005.06.**

### 7.14 Claims over purchase contracts abroad

ARAG guarantees claims for non-compliance with purchase contracts executed abroad which involve personal property and to which the Insured is a party.

**For the purposes of this guarantee, personal property will be understood exclusively as decorative objects, electrical appliances, personal apparel and food, provided that they are the property of the Insured and are for personal use by the latter.**

**The coverage excludes antiques, philatelic or numismatic collections and jewellery or works of art whose unit value exceeds €3,005.06.**

**The maximum limit of expenses for this guarantee is €3,005.06.**

### 7.15 Claims over service contracts abroad

ARAG guarantees claims for non-compliance with contracts for the following services abroad:  
- Medical and hospital services.



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- Travel, tourism and hospitality services.
- Cleaning, laundry and dry cleaning services.
- Official electrical appliance repair services expressly authorised by the manufacturer.

**Only service contracts that affect the private life of the Insured when the latter is contract holder and end beneficiary are covered.**

**The maximum limit of expenses for this guarantee is €3,005.06.**

### 8. Exclusions

**The guarantees contracted do not include:**

- a) Events deliberately caused by the Insured Person or those involving dishonesty or serious culpability of the said Insured Person, according to a final legal ruling.**
- b) Pre-existing or chronic conditions or diseases, as well as their consequences, suffered by the Insured Person before the beginning of the trip.**
- c) Death by suicide or injury or illnesses resulting from attempted suicide or caused intentionally by the Insured to himself, and those derived from criminal activity by the Insured.**
- d) Illnesses or pathological states produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any other drug or substance of similar nature.**
- e) Cosmetic treatment and the supply or replacement of hearing aids, contact lenses, glasses, braces and prostheses in general, as well as any costs arising from births and pregnancies or any type of mental illness.**
- f) Injuries or illnesses arising from the Insured Person's participation in bets, competition or sporting events, adventure sports and the rescue of people in mountain areas.**
- g) Situations that are the direct or indirect result of events caused by nuclear energy, radioactive radiation, natural disasters, warfare, riots or acts of terrorism.**
- h) Any type of medical or pharmaceutical expense less than €9.02.**

### 9. Limits

ARAG shall cover these costs, within the limits established and up to the maximum amount contracted for each case. Events that have the same cause and take place at the same time will be considered a single incident.

ARAG will be obliged to pay the compensation, unless the incident giving rise to the claim has involved bad faith on the part of the Insured Person.

In guarantees that involve payment of monetary compensation, ARAG is obliged to pay such compensation at the conclusion of the investigations and appraisals required to establish the existence of the incident.

In all cases, ARAG shall pay, within 40 days counting from receipt of the declaration of the incident, the minimum amount of what it may owe, according to the circumstances known to it. If within three months following the loss event ARAG has not paid the compensation for unjustified causes or causes that may be attributed to it, the compensation will be increased by 20 percent annually.

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### 10. Declaration of an accident

In the event of an incident that may give way to the benefits covered, the Insured must communicate by means of the emergency telephone service established by ARAG, giving the policy number, place and telephone number of where he/she is, and the type of aid that is required. This call may be a reverse-charge call.

### 11. Additional provisions

**ARAG will not assume any obligation concerning compensations that have not been requested from it or which have not been provided with its prior agreement.**

When a service has been requested from ARAG but its direct intervention is not possible, it shall be obliged to reimburse the Insured Person for all duly proven expenses arising from such services within 40 days of these expenses being presented.

**The INSURER reserves the right to request the INSURED to present reasonable proof or documentary evidence for payment of this provision.**

### 12. Subrogation

Up to the amount of the sums paid out in compliance with the obligations derived from this Policy, ARAG is automatically subrogated in the rights and actions that may correspond to the Insured and their heirs, as well as other beneficiaries, against third parties, both individuals and companies, as a consequence of the incident that is the reason for the assistance provided.

ARAG is especially entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial refund of the cost of tickets not used by the Insured.

### 13. Limitation period

**Actions deriving from the insurance contract will expire after two years if it is for damage insurance and after five years if it is insurance for persons.**

### 14. Acceptance

**If the contents of this Policy differ from the insurance proposal or the clauses that have been agreed. the Policyholder may, within one month of receiving the Policy, request the Company to correct the discrepancy. If no such notification has been made within this period, the conditions included in the Policy shall apply.**

## SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE

### DEFINITIONS

**Accident:** An accident is understood to be bodily injury derived from a violent, sudden, external cause, unintended by the Insured, which results in total or partial permanent disability, or death.

**Permanent disability:** Permanent disability is understood to be the organic or functional loss of the extremities or faculties of the Insured with the severity described in these General Conditions, recovery from which is not foreseeable in the opinion of the medical experts appointed pursuant to the law.

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**Sum insured:** The amounts established in the General and Particular Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

**Disagreement over the assessment of the degree of disability:** If the parties agree on the amount and the form of compensation, the Insurer shall pay this amount. **If there is disagreement, the conditions included in the Insurance Policy Contract Act shall apply.**

**PAYMENT OF COMPENSATION:**

a) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount payable in respect of the same. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

b) If, within three months of the occurrence of the accident, the Insurer has not made reparation for the damage or paid the monetary compensation due for causes which are not justified or are attributable to it, the compensation shall be increased by a percentage equivalent to the legal interest on money in force at that time, increased in turn by 50%.

c) To obtain payment in the event of death or permanent disability, the Insured or the Beneficiary must send the Insurer the supporting documents indicated below, as appropriate:

c.1. Death:

- Death certificate.
- Certificate of the General Register of Last Wills and Testaments.
- Will, if existing.
- Executor's certification as to whether beneficiaries of the Policy are designated in the will.
- Document accrediting the identity of the beneficiaries and the executor.
- If the beneficiaries are legal heirs, the inheritance certificate issued by the relevant court will also be necessary.
- Letter of exemption from payment of Inh. T., if applicable, duly completed by the competent Administrative Body .

c.2. Permanent disability:

- Medical certificate of disability stating the type of disability resulting from the accident.

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**PERSONAL ACCIDENT INSURANCE**

The Insurer guarantees, **up to the amount established in the special conditions of the policy and except for the exclusions indicated in these General Conditions**, the payment of the indemnities that may correspond in the event of death or permanent disability caused as a result of accidents involving the Insured person during trips and stays away from their usual address.

**Persons over 70 years of age are not covered. In the case of children under 14 years of age, the risk of death is only guaranteed for up to €3,000 to cover funeral expenses, and the risk of permanent disability up to the sum stated in the Particular Conditions.**

The amount of compensation will be established as follows:

a) In the event of death:

When is proven that the death, immediate or subsequent, **within a period of one year from the occurrence in question**, is the result of an accident whose consequences are guaranteed under the policy, **the Insurer will pay the amount established in the Special Conditions.**

If, after the payment of compensation for permanent disability, the Insured dies as a result of the same incident, the Insurer shall pay the difference between the amount paid for disability and the amount insured in the event of death, if this amount is higher.

b) In the event of permanent disability:

The Insurer shall pay the total insured amount if the disability is total or a proportional part according to the degree of disability if it is partial.

For assessment of the respective degree of disability, the following table is applied:

b.1 Loss or loss of use of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, total blindness, total paralysis or any other injury which makes it impossible for the Insured to work in any occupation: 100%

b.2 Loss or total disability:

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

In cases not provided for above, and for partial losses, the degree of disability shall be established in proportion to its seriousness compared with the disabilities stated. **Compensation can never exceed that for total permanent disability.**

**The degree of disability must be definitively established within one year of the date of the accident.**

**For the purposes of assessing the effective disability of a limb or an organ, the professional situation of the Insured will not be taken into consideration.**

If the Insured had a bodily disability before the accident, the level of disability caused by this accident cannot be classified as more severe than that which would apply if the victim had no such pre-existing disability.

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The total permanent functional loss of use of a limb shall be treated as equivalent to total loss of the limb.

**EXCLUSIONS**

The following are not covered by this guarantee:

- a) **Bodily injuries occurring in a state of mental derangement or when the Insured is suffering from paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.**
- b) **Bodily injuries resulting from criminal acts, provocation, fights - except in cases of legitimate self-defence - and duels, carelessness, bets and any other risky or reckless enterprise, and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.**
- c) **Illness, hernia, lumbago, intestinal strangulation, complications affecting varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the Policy. The consequences of unnecessary surgical procedures or treatment following accidents and treatment related to personal care.**
- d) **The practice of the following sports: Speed or endurance races, aeronautical ascents and journeys, rock-climbing, caving, hunting on horseback, polo, wrestling or boxing, rugby, undersea fishing, skydiving and any other game or sport with a high level of risk.**
- e) **The use of two-wheeled vehicles with engine capacity greater than 75 c.c.**
- f) **The exercise of a professional activity that is not commercial, artistic or intellectual.**
- g) **Any person who intentionally brings about an incident giving rise to a claim is excluded from the benefits of the cover provided by this Policy.**
- h) **The aggravation of accidents occurring before the policy is formalised is not included.**

**CUMULATIVE MAXIMUM:**

**The maximum compensation under this Policy for a single incident shall not exceed €1,200,000.**

**Indemnity clause by the Insurance Compensation Consortium for losses derived from extraordinary events in the insurance of persons**

In accordance with the provisions of the revised text of the Legal Statute of the Consorcio de Compensación de Seguros, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance policy of the type which is required to include a surcharge in favour of the Consortium may arrange cover for extraordinary risks with any insurance company that meets the conditions required by current legislation.

Compensation related to claims arising from extraordinary events occurring in Spain and abroad, when the insured party has his/her habitual residence in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.

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b) Even though it is covered by said insurance policy, the obligations of the Insurer could not be fulfilled because it has been declared legally bankrupt or is subject to a liquidation procedure supervised or assumed by the Consorcio de Compensación de Seguros.

The Insurance Compensation Consortium will adjust its activity to the provisions in said Legal Statute, in the Insurance Contract Act 50/1980, of 8 October, in the Regulations on Insurance of Extraordinary Risks, approved by the Royal Decree 300/2004, of 20 February, and in the supplementary provisions.

### Summary of the legal standards

#### 1. Unexpected events covered

a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornados); and the fall of astral bodies and meteorites.

b) Violent events occurring as a result of terrorism, rebellion, sedition, riots and popular disturbances.

c) Action by the Armed Forces or the Security Forces in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by AEMET (the State Meteorological Agency), the Instituto Geográfico Nacional and other public bodies with authority in the field. In the case of events of a political or social nature, or in the event of damage caused due to situations or action involving the Armed Forces or the Law Enforcement Agencies in times of peace, the Consorcio de Compensación de Seguros will obtain information on the occurrences from the relevant jurisdictional and administrative bodies.

#### 2. Risks excluded

a) Those which do not give rise to compensation according to the Insurance Policy Contract Act.

b) Those caused to persons insured under insurance policies other than those in which the surcharge for the Consorcio de Compensación de Seguros is compulsory.

c) Those caused by armed conflicts, even if there has been no official declaration of war.

d) Those derived from nuclear power, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.

e) Those arising from phenomena of a different nature from those indicated in Section 1.a) above, and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that has caused an extraordinary flood situation in the area and these events occurred at the same time as said flood.

f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.

g) Those caused by a lack of good faith on the part of the Insured.

h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with the provisions of the Insurance Contracts Act, cover by the Consorcio de Compensación

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**de Seguros has been suspended or the insurance has been cancelled because of failure to pay the premiums.**

**i) Incidents that, because of their magnitude and seriousness, are classified by the National Government as a "national disaster or catastrophe".**

**3. Scope of the coverage**

1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.

2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, are subject to mathematical reserves, cover by the Consorcio de Compensación de Seguros will comprise the capital at risk for each insured party; i.e., the difference between the sum insured and the mathematical reserve which the insurer issuing the policy must have established. The sum corresponding to this mathematical reserve will be payable by the aforementioned insurance company.

**Reporting damage to the Consorcio de Compensación de Seguros**

1. Requests for compensation for damage, cover for which corresponds to the Consorcio de Compensación de Seguros, shall be made through communication to said Consortium by the Policyholder, the Insured or the beneficiary of the policy, or by the party acting on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was contracted.

2. Damage may be reported and information obtained regarding the procedure and the status of claims as follows:

- By calling the Consorcio de Compensación de Seguros Call Centre (952 367 042 or 902 222 665).

- Via the website of the Consorcio de Compensación de Seguros: [www.consorseguros.es](http://www.consorseguros.es)

3. Damage valuation The assessment of damage that can be compensated in accordance with insurance legislation and the content of the policy shall be carried out by the Consorcio de Compensación de Seguros, which will not be bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.

4. Payment of compensation The Consorcio de Compensación de Seguros shall pay compensation to the beneficiary of the policy by bank transfer.

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## SUPPLEMENTARY CIVIL LIABILITY INSURANCE

### DEFINITIONS

**Sum Insured:** The amounts established in the Special and General Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

**Obligations of the Insured:** In the event of an incident involving Civil Liability, the Policyholder, the Insured, or their rightful claimants, must not accept, negotiate or reject any claim without express authorisation from the Insurer.

### PAYMENT OF COMPENSATION:

- a) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount resulting therefrom. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.
- b) If the Insurer has not made reparation or paid the compensation due, for reasons that cannot be justified or that are attributable to it, within three months from the accident, compensation shall be increased by a percentage equal to the legal interest rate in force at that time, increased in turn by 50%.

## PRIVATE CIVIL LIABILITY INSURANCE

### 1. Private civil liability

The Insurer will pay, **up to the amount established in the special conditions of the policy**, the pecuniary indemnities that, without constituting a personal or complementary sanction of legal liability, may be demanded of the Insured person under Articles 1902 to 1910 of the Civil Code, or similar provisions under foreign law, payment of which may be required from the Insured person, as civilly liable for bodily or material harm caused unintentionally to third parties in their persons, animals or things.

This limit includes the payment of court fees and costs and any legal bonds or bail required of the Insured.

### 2. EXCLUSIONS

**The following are not covered by this guarantee:**

- a) Any type of liability corresponding to the Insured for driving motor vehicles, aircraft and vessels and for the use of firearms.
- b) Civil Liability deriving from all professional, trade union, political or associative activity.
- c) Fines or penalties imposed by Courts or authorities of all types.
- d) Liabilities deriving from the practice of professional sports and the following types, even as an amateur: mountaineering, boxing, bobsleighbing, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, shooting, yachting, martial arts and motor sports.
- e) Damage to objects entrusted to the Insured under any heading.