



# Adventure Plus

General Conditions

**SPECIALS CONDITIONS**

For the Policy with number 55-0101225 in which INTERMUNDIAL Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker and INSURER ARAG S.E., Sucursal en España.

**SUMMARY OF COVERAGES AND MAXIMUM LIMITS OF INDEMNIFICATION****ASSISTANCE**

|  |           |
|--|-----------|
| Helicopter rescue.....   | Unlimited |
| Medical costs, surgery fees, pharmaceuticals and hospitalisation.  |           |
| - Continental and transcontinental limit.....  | 17,000 €  |
| - Local limit.....   | 3,500 €   |
| Search for and rescue of the insured.....  | 15,000 €  |
| Medical transfer or repatriation of injured or ill persons.....  | Unlimited |
| Travel costs associated with a family member covered in the event of the hospitalisation of the policy holder exceeding 5 days |           |
| - Family member trip costs.....  | Unlimited |
| - Accommodation costs associated with the travelling family member (75 euros per day) up until a limit of.....                 | 750 €     |
| Extended hotel accommodation costs (75 € per day) up until a limit of.....   | 750 €     |
| Repatriation or transfer of the deceased Insured.....  | Unlimited |
| Repatriation or transport of accompanying parties.....   | Unlimited |
| Curtailement due to the hospitalisation or death of a family member.....   | Unlimited |
| Shipment of medicines abroad.....  | Included  |
| Transmission of urgent messages.....   | Included  |
| Reimbursement of classes contracted (30 euros per day) up until a limit of.....  | 300 €     |
| Sending of a professional driver.....  | Included  |

**LUGGAGE AND SPORTS MATERIAL**

|   |          |
|---|----------|
| Luggage loss.....   | 500 €    |
| Delay in the delivery of luggage in transit.....              | 100 €    |
| Search for, localisation and shipment of missing luggage..... | Included |

**DELAYS AND MISSED SERVICES**

|  |       |
|--|-------|
| Delayed outward journey (25 euros for every 6 hours) up until a limit of.....  | 150 € |
| Extra nights at a hotel or compelled extension of trip prior to arrival at destination (75 euros per day) up until a limit of..... | 150 € |
| Compelled extension of trip upon completion of the stay (75 euros per day) up until a limit of.....                                | 150 € |
| Missed services contracted (37.50 euros per day) up until a limit of.....  | 150 € |
| Change of initially contracted services.....   | 150 € |

**CANCELLATION**

|  |         |
|--|---------|
| 19. Cancellation trip costs (due to any guaranteed cause)..... | 1.500 € |
|--|---------|

**PUBLIC LIABILITY**

|   |          |
|---|----------|
| Personal Civil Liability Insurance.....         | 60,000 € |
| Public liability for teachers or guardians..... | 60,000 € |

**If the usual home address of the Insured is abroad and he or she has taken the policy out by Internet for a trip with a destination in Spain, the premiums will be invoiced in accordance with his or her continent of origin. In other words, if his or her usual home address is in Europe, the premium charged will be for "Europe". If his or her continent is America, Asia or Oceania, the premium charged will be for "World". Likewise, the insured capital in each guarantee of this policy will equal to that corresponding to a Spaniard abroad, and the repatriations envisaged in the General Conditions of the policy would in all events be to the place of his or her usual home address abroad, which must be the address from which he or she took out this Travel Assistance insurance, of which ARAG must have been notified at the time the policy was taken out both for the purposes of payment of the respective premium and the economic limits of the cover.**

**When an insured party normally resides in Spain and is of Spanish nationality, the territorial scope of Individual Public Liability coverage shall be worldwide. When an insured party normally resides abroad or is not a Spanish national, the Public Liability coverage shall be exclusively valid for claim events in Spain.**

ALL THE ARTICLES INCLUDED IN THE GENERAL CONDITIONS OF THE POLICY WITH THE LIMITS SHOWN ARE THE OBJECT OF THIS INSURANCE.

**THE INSURED:** Travellers who enter into a contract with the insurance Policyholder for a journey, trip or stay away from their usual home address, whose names, destinations and duration of the journey are registered with ARAG prior to the start of the journey.

**TERRITORIAL LIMIT:** The insurance is valid worldwide, depending on the destination of the journey, trip or stay contracted with the insurance Policyholder and the financial limits of the guarantees shall in all events be covered in relation to the normal country of residence of the insured. In other words, the normal place of residence of the insured, from which the insurance policy was taken out shall be taken into account to determine the sum of the financial limit of the insured cover, the local limit being determined as that of the country in which he or she has his or her usual home address, the continental limit as the continent in which said country is located, and the transcontinental limit as that of other continents, different from that in which the country where the insured party normally resides is located, and from which the insured journey was purchased.

**Excluded from cover under this policy are those countries that, during the trip or journey of the Insured, are in a state of war or siege, insurrection or warlike conflict of any type or nature, even if this has not been officially declared and those countries that are specifically mentioned on the receipt or in the Specific Conditions.**

**It is expressly agreed that the obligations of the Insurer deriving from the cover in this policy shall end at the moment when the Insured reaches his or her usual home address, or is admitted to a medical establishment situated at a maximum distance of 25 km from the given home address (15 km in the Balearic and Canary Islands).**

**Without detriment to that established in the above paragraph, it is hereby established that in the event the Insured resides at a distance of under 25 km from the travel destination, if the Insured should require medical and health assistance as a result of an accident caused by skiing, and by the activities defined in the section "Alternative Tourism" and is transferred to a medical centre or hospital located under 25 km from his or her usual home address, this will be covered up to the limits detailed in the Specific Conditions of the policy, with the express exclusion of other non-emergency medical services.**

**NOTIFICATION OF THE TRIPS:** The insurance Policyholder shall notify ARAG of all the data relating to the travellers (names, town and country of normal residence, destinations, duration of the journeys) prior to the start of the journey. The insurance Policyholder shall also make available to ARAG all the documents relating to the persons Insured under this contract, so that the Insurer may check the accuracy of the data of the travellers as communicated by the Insurance Policyholder.

So that the clients of the insurance Policyholder, who shall be the parties Insured by this policy, may be aware of the cover provided by this insurance, ARAG shall issue Certificates to be distributed by the insurance Policyholder to its clients that shall be the only valid document accepted as proof that they are Insured under this policy.

The insurance Policyholder shall include the start and end date of each journey in all Certificates distributed.

**PAYMENT OF PREMIUMS TO ARAG:** Premiums shall be paid on a monthly basis by order cheque from the Insurance Policyholder made payable to ARAG upon receipt of the corresponding invoice, unless another method of payment is accepted by the parties.

**PROVISION OF SERVICES:** The provision of the services envisaged in this policy will be dealt with through the **ARAG S.E., Sucursal en España Organisation.**

**ARAG** shall give the Insured documentation proving his or her entitlement, along with instructions and the emergency telephone number, for use when services are urgently required.

The **ARAG** telephone number is **93 300 10 50** if the call is made in Spain, and **+34 93 300 10 50** if calling from abroad. Reverse charge calls may be made.

The Policyholder is aware of and expressly accepts the limitation clauses of this policy and confirms receipt of the General Conditions together with this document.

#### DUTY TO INFORM THE INSURED:

Prior to enactment of this contract, the insurance Policyholder has received the following information, in accordance with the provisions of Article 60 of the Act governing the Arrangement and Supervision of Private Insurance and Articles 104 to 107 of its Administrative Regulation.

- The Insurer of the policy is ARAG S.E., Sucursal en España.
- The insurance contract is subject to Spanish law, in particular the Insurance Contract Act 50/1980 of 8 October.
- The Policyholder or the Insured may, in cases of dispute with the Insurer, have recourse to arbitration and to the ordinary Spanish Courts of Justice, notwithstanding the right to present relevant claims to the General Insurance Council.

#### INFORMATION ON DATA PROTECTION

Should this policy include data concerning natural persons other than the Insurance Policyholder, the latter must inform such persons in advance of the content of the following paragraphs.

The Insurance Policyholder consents to any data of a personal nature that may appear in this policy being included within the files of the broker and of ARAG. The processing of such data is intended to facilitate the basis and development of the contractual relationship that binds the Policyholder to the Insurer.

The personal details provided may be communicated to other Insurance Companies or public organisations related to the insurance sector for statistics purposes, to fight fraud or for the purposes of the co-insurance or reinsurance of the risk.

Agreeing to this processing is essential for the contractual relationship referred to in this document to take effect, which is not possible without said agreement.

The Insured may exercise his or her rights of access, objection, amendment and cancellation before the Policyholder or before the Insurer, within the terms specified in the data protection legislation, and shall send any communications to its registered office.

Similarly, the Insurance Policyholder authorises ARAG to process its data in order to send information on other insurance products marketed by the Company, and offers of products and services of the Company or of third parties with regard to the areas of insurance, finance, transport, travel, real estate, education, and computing and with regard to public authority activities, and to convey them to other Companies within the group for the same purpose. Likewise, when there exists some type of legal or commercial association between the policy taken out and other products or services contracted with third parties, the Insurance Policyholder authorises ARAG to transfer its personal data to these third parties insofar as they are required to fulfil the agreements upon which said association has been based.

If you wish neither to receive promotional literature nor for your data to be transferred under the terms mentioned, tick the following box:

**Refusal to authorise said processing will not prevent formalisation of the contractual relationship.**

#### CUSTOMER SERVICE DEPARTMENT

Pursuant to that established in Article 9 of the ECO/734/2004 Order of 11 March, please be advised that ARAG has a Customer Service Department (C/ Roger de Flor, 16, 08018 - Barcelona, Tel. 902.367.185, fax. 93.300.18.66, e-mail: [dac@arag.es](mailto:dac@arag.es), web [www.arag.es](http://www.arag.es)) to deal with and solve any complaints and claims presented by its insured parties in relation to their interests and legally-recognised rights, which shall be dealt with and solved within a maximum of two months as of their presentation. In the event of disagreement with the solution adopted or where the two-month period has ended without any response being given, the claimant may contact the Ombudsman in Defence of the Insured at the General Insurance Council (Paseo de Castellana, 44, 28046 - Madrid, Tel. 902.197.936, fax. 91.339.71.13).

## GENERAL CONDITIONS

### Introduction

This Insurance Contract is governed by the agreements in these General Conditions and in the Specific conditions of the contract, pursuant to the provisions of Spanish Insurance Contract Act 50/1980 of 8 October and of Spanish Act 30/1995, of 8 November, on the Administrative Rules and Supervision of Private Insurance.

### Definitions

In this contract the following is understood:

#### Insurer

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

#### Insurance Policyholder

The natural or legal person with whom the Insurer subscribes this contract, and to whom the obligations deriving herefrom correspond, with the exception of those which by their nature are to be fulfilled by the Insured.

#### Insured

The natural person specified in the Specific Conditions who, in the absence of an Insurance policyholder, assumes the obligations deriving from the contract.

#### Home address

The usual home address of the Insured.

#### Accidents:

An accident is understood to be the physical injury resulting from a violent, sudden cause, external to and unexpected by the Insured, which produces permanent, total or partial disablement or death.

#### Permanent disability:

Permanent disability is understood as being the bodily or functional loss of the limbs or faculties of the INSURED, as quantified in these General Conditions, and where recovery from such loss is not foreseeable in accordance with the legal opinion of the medical experts appointed according to the Law.

#### Policy

The contractual document containing the Conditions Governing the Insurance. The General Conditions, the Specific Conditions that itemise the risk, and the supplements or appendices issued as addenda or modifications to the document form an integral part hereof.

#### Premium

The price of the insurance. The receipt shall also contain any supplements and legally applicable taxes.

#### Alternative tourism

An alternative tourism trip is understood to be any that seeks occurrences and experiences which involve the practice of pursuits in nature, be they sporting or adventure activities, provided that they are undertaken in a quality environment and inherently involve some degree of physical effort or skill to perform them, or others of a cultural, gastronomic and rural nature. **The following activities are covered: Cycling, horse-riding, vehicles, buggies driven by the original Insured, rafting, diving, jet skis, banana tubes and general beach games, fast outboards (with pilot), canoes (local skippers), helicopter flights, ranch activities (bullfights, etc.), motorboats (with pilot), trekking, canyoning, quadbikes, tennis, golf, kayaking, windsurfing, pedalos, catamarans, light vessels, snowmobiles, pocket motorbikes, pedal boats, ice karts, sledges or similar, sailing boats, orientation, assault courses, horse buggies, rack railways, sports gymkhanas, dog sleds, the Artouste train, aerotrim, inflatable tube rides, summit**

**chairlift, climbing and abseiling, caving, skating, bungee jumping, archery, hot-air balloon and captive balloon, water skiing, ultra-tube, ski bus, hydrospeed, and any other sports activity with a similar degree of risk.**

**Activities pursued at over 5,000 metres are expressly excluded.**

#### 1. Object

ARAG guarantees to provide the Insured with the warranties covered within the territorial scope of the policy for amateur alpine skiing on pistes, cross-country skiing on regular, known and sign-posted circuits, artistic skiing, ski jumping, monoskiing or snowboarding, provided that the activity is performed within the ski station site, and features among the activities defined in the above section as "Alternative Tourism".

Cover shall also exist for the trips and stays necessary to practise the above activities.

**Excluded from the cover is the practice of said sports as a professional or on closed pistes or areas of the Ski Station.**

#### 2. The Insured

The Policyholder of the insurance, or the natural persons listed in the Specific Conditions of the policy, if a Group Policy.

#### 3. Validity period

In Provisional Policies the term shall be that specified in the Specific Conditions.

In all events, in order to benefit from the cover, the time spent by the Insured away from his or her normal home address shall not exceed 10 days, per trip or journey.

Stays of over 60 consecutive days are not guaranteed when the "ANNUAL" and "ANNUAL with rehabilitation" category is contracted.

#### 4. Territorial limit

The warranties described in this Policy are valid for events that take place in Spain, in Europe or anywhere in the world, in accordance with the specifications in the Specific Conditions.

The cover of this policy will be applicable when the Insured is located outside the municipal area in which he or she resides.

#### 5. Payment of premiums

The Insurance Policyholder shall be obliged to pay the premium on perfection of the contract.

**If in the Specific conditions no other place is specified for payment of the premium, it is to be paid at the home address of the insurance Policyholder.**

If the premium is not paid when the first annual payment is due, the effects of the cover shall not begin and the Insurer may cancel the contract or demand payment of the agreed premium. Failure to pay subsequent annual premiums shall lead, one month after their due date, to the suspension of the policy cover. In all events, the cover shall take effect at midnight on the day on which the Insured pays the premium.

#### 6. Information on the risk

The insurance Policyholder is under the obligation to declare to ARAG, before signing the contract, all known circumstances that may affect the risk assessment, in accordance with the questionnaire sent by the Company. He or she shall be discharged from this obligation if ARAG does not send the questionnaire or if it is sent but the circumstances that may affect the risk assessment are not mentioned in it.

The Insurer may cancel the contract within one month from the time when it becomes aware of withheld or inaccurate information in the declaration by the Policyholder.

During the term of the contract, the Insured must notify ARAG as quickly as possible of any circumstances that alter the risk.

If the risk has become more serious, ARAG may propose a modification to the contract or cancel it within a period of one month.

If the risk has lessened, the Insured is entitled to a corresponding reduction in the cost of the premium at the next annual renewal.

## 7. Guaranteed cover

In the event of the occurrence of a claim event covered by this policy, ARAG, as soon as it is notified in accordance with the procedure indicated in Article 10, guarantees provision of the following services:

### ASSISTANCE TO PEOPLE

#### 7.1. Medical and health assistance

If, as a result of an accident or illness, the INSURED requires urgent medical assistance on site, the INSURER will assume payment of:

- a) Medical and surgery expenses and fees.
- b) Hospitalisation expenses.
- c) The cost of doctor-prescribed medication.
- d) The prostheses the medical team deems necessary in accordance with the injuries that have occurred, and expenses for crutches, up to a maximum of 300 euros, for emergency on-site medical attention at all times.
- e) The expenses claimed from the insured arising from the use of a hyperbaric chamber following the practice of diving, up to a maximum of 3,000 euros.

ARAG assumes the payment of the expenses relating to these provisions subject to a limit per Insured person of 17,000 euros, or the equivalent in local currency when occurring abroad or of 3,500 euros when occurring in Spain.

The INSURER will only assume the expenses for emergency medical attention arising at the site of the accident and at the nearby healthcare centre to which the INSURED has been urgently transferred. Once the INSURED has been transferred to his or her home address or to hospital nearest to it, the INSURER will not assume payment of the expenses for medical care that arise after this transfer.

For the "Annual with rehabilitation" contract type, the INSURER will assume the expenses incurred by the INSURED for the rehabilitation necessary to recover from injuries resulting from an accident covered by the policy, up to a maximum limit, for all categories, of 1,000 euros.

**Expenses for dental treatment are limited to 60 euros in all events.**

**In no event, except for force majeure, will the INSURER reimburse the INSURED for payments he or she has made without having previously received the agreement and authorisation of the INSURER, in which circumstances the initial 30 euros will be assumed by the INSURED.**

#### 7.2 Search for and rescue of the insured

In the event of loss or erring of the INSURED within the ski station site or from the place assigned for alternative tourism, the INSURER will assume payment of the amounts claimed from the Insured resulting from a search for him or her by the community or the public or private rescue bodies, up to a limit of 15,000 euros.

**The initial 120 euros will be assumed by the INSURED in all events.**

#### 7.3 On-slope rescue

If, because of an accident the INSURED has on the ski slopes, he or she is required to pay or incurs expenses for rescue by sledge or transfer by ambulance inside the ski station site, and even if the use of a helicopter should be necessary because of the circumstances or seriousness of the case, the INSURER will assume payment thereof.

#### 7.4 Medical transfer of injured or ill persons by ambulance

In the event of accident or illness suffered by the INSURED during the trip, the INSURER will assume payment of the expenses for transfer by ambulance from the site of occurrence to his or her admission to the hospital nearest to said site or to the insured's usual home address.

#### 7.5 Medical repatriation of injured or ill persons

In the event of accident or illness suffered by the INSURED, the INSURER will assume payment of the costs of transfer to the hospital with the necessary facilities or to his or her residence.

Likewise, the INSURER's medical team will contact the doctor who treats the INSURED to ensure the care provided is suitable.

In the event that the INSURED is admitted to a hospital at a distance from his or her usual home address, the INSURER will assume the cost of the transport to the home address as soon as he or she is able to travel.

The Medical Team of the INSURER shall decide the means of transportation used in each case on the basis of the urgency and seriousness of the case. **In EUROPE and in COUNTRIES BORDERING THE MEDITERRANEAN, a specially equipped air ambulance may even be used.**

**In no event will the INSURER pay for repatriations organised by the INSURED him- or herself.**

#### 7.6 Visit by a family member in the event of hospitalisation

If the condition of the ill or injured Insured requires his or her hospitalisation for a period longer than five days, ARAG shall provide a member of the Insured's family or to the person designated thereby, a return ticket, by air or rail so that they accompany him or her.

ARAG shall pay up to 75 euros per day, for a maximum period of 10 days, for subsistence expenses against presentation of the relevant invoices.

#### 7.7. Convalescence at a hotel

If the INSURED is ill or injured and cannot return, when the medical team of the INSURER decides in accordance with their contacts with the doctor attending him or her, the INSURER will assume the expenses arising from the extension of the hotel stay of the INSURED, and an accompanying party provided that the latter is also insured by this policy, for up to a maximum of 75 euros per day and a maximum period of 10 days.

**In no event will the expenses paid directly by the INSURED without the knowledge of the INSURER be reimbursed.**

#### 7.8. Repatriation or transfer of the deceased Insured

In the event of the death of an Insured, ARAG shall arrange the transfer of the body to the place of burial in his or her country of origin, from which this policy was contracted and which is expressly declared, and will assume payment of the expenses thereof. These expenses shall include post mortem preparation in accordance with legal requirements.

**Payment of a standard coffin and burial and funeral expenses are excluded from this cover.**

The INSURER will likewise pay for the transport of the other accompanying insureds to his or her country of origin, from which this policy was contracted and which is expressly declared, in the event that the death should prevent them from returning by the initially envisaged means.

**If the normal home address of the Insured is not in Spain, he or she shall be repatriated as far as the start of his or her journey.**

#### **7.9. Repatriation or transfer of other insured people**

When one or more of the insured have been repatriated or transferred because of illness or accident in accordance with Article 7.5, and said circumstance prevents the other insureds from returning to their home address by the initially envisaged means, the INSURER will assume the cost of the transport for their return to their country of origin, from which this policy was contracted and which is expressly declared, or to the place where the transferred or repatriated INSURED is hospitalised.

#### **7.10 Curtailment due to serious illness, serious accident or death of a family member:**

In the event that the INSURED has to interrupt the journey because of serious illness, serious accident or death of his or her spouse, first or second degree ascendants or descendants, a sibling, or those of his or her spouse, the INSURER will assume the cost of transport to the location of this ill or injured person in Spain, or to the place of burial, also in Spain, provided that these circumstances have occurred after the starting date of the trip.

Serious illness is understood to be a health alteration for which the attending doctor prescribes hospitalisation for at least 5 days, and/or that, in the opinion of a medical professional, involves a risk of death for any of the persons mentioned above.

Serious accident is understood to be non-international bodily damage to the victim arising from sudden action from an external cause for which the attending doctor prescribes hospitalisation for at least 5 days, and/or that, in opinion of a medical professional, involves a risk of death for any of the persons mentioned above.

#### **7.11 Emergency shipments of medication unavailable abroad**

If the INSURED travelling abroad has made use of the medical assistance cover indicated in point 7.1., the INSURER will undertake to seek and send the necessary medication by the fastest means, if it is unavailable in the country where the care is being provided.

#### **7.12 Transmission of urgent messages.**

ARAG undertakes to send urgent messages as instructed by the Insured as a result of claim events covered herein.

#### **7.13 Reimbursement of ski pass and classes contracted**

In the event that accident or illness prevents the INSURED from performing the activities covered in the remaining days guaranteed by the policy, the INSURER will reimburse the injured or ill INSURED the proportional unused part of the cost of the instructor and/or the ski pass acquired, up to a limit of 30 euros each day and a maximum of 300 euros for each of the guarantees detailed.

#### **7.14 Sending of a professional driver**

If, as a result of accident, illness or death to the INSURED and when the Insured nor any of his or her accompanying parties is fit to drive and this should prevent return to his or her usual home address, the INSURER will provide a professional driver who will drive the vehicle to said home address.

**The INSURER will assume the payment only of the expenses arising from the professional driver and not any other.**

#### **SPECIFIC EXCLUSIONS FROM COVER FOR ASSISTANCE FOR PEOPLE**

**The arranged cover does not include:**

**a) Guarantees and provisions that have not been requested of the INSURER and have not been undertaken with its prior agreement, except for cases of duly evidenced force majeure or material impossibility.**

**b) Claims arising from fraud by the INSURED, or by the POLICYHOLDER, by the DESCENDENTS or by the people travelling with the INSURED.**

**c) Claim events that occur in the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests made by any authority for non-traffic offences, restrictions to free circulation or any other event of force majeure, unless the INSURED proves that the claim has no relation whatsoever with said events. In this case, the policy cover will terminate seven days after the start of the conflict.**

**d) Accidents and breakdowns that occur while participating in official or private sports competitions, training sessions or trials and wagers, and the practice of those considered to be high-risk, except for winter sports and those programmed as part of alternative tourism. Sports expeditions are also excluded.**

**e) Claims events caused by radiation from nuclear transmutation or disintegration or radioactivity.**

**f) Illnesses or injuries that arise because of chronic ailments or ailments that existed prior to the trip, and complications or relapses thereof.**

**g) Injuries suffered in the performance of a manual profession.**

**h) Suicide or illnesses and injuries intentionally self-inflicted by the INSURED.**

**i) Treatment or illnesses or pathological states induced by the intentional ingestion or administration of drugs, alcohol, narcotics or by the use of medicines without a doctor's prescription.**

**j) Restaurant and hotel expenses other than those covered by the policy.**

**k) The expenses incurred in any type of prosthesis, except those covered by the policy.**

#### **LUGGAGE AND SPORTS MATERIAL**

##### **7.15 Luggage loss**

The INSURER will reimburse the INSURED, up to a limit of 500 euros, the value of the luggage, provided that it has been lost by the transporting airline.

The limit established is the ceiling for all the claims events that have occurred during the policy coverage period.

##### **7.16 Delay in the delivery of luggage in transit**

Cover is likewise provided for the hire of skis or other material for the performance of the activities covered, and the duly justified purchase of articles of primary need arising from a delay of 24 hours or more in the delivery of the luggage in transit, whatever its cause, up to a limit of 100 euros, an indemnity that may not be combined with the base compensation of the insurance.

##### **7.17 Search for, localisation and shipment of luggage**

In the event of loss of luggage, the INSURER will collaborate in the request for and management of search and localisation and will assume the expenses of shipment to the home address of the INSURED.

#### **SPECIFIC EXCLUSIONS FROM COVER FOR LUGGAGE AND SPORTS MATERIAL**

**The arranged cover does not include:**

**a) All kinds of damage or breakage suffered by the material, whether caused by the transport company, normal wear or inherent defect.**

**b) Damage or loss caused directly or indirectly by acts of war, civil or military disorder, riots, strikes, earthquakes and radioactivity.**

## DELAYS AND MISSED SERVICES

### 7.18 Delays and missed services:

ARAG shall reimburse the expenses or damages incurred because of any circumstances described and covered in the following sections that affect the services contracted by the Insured on his or her trip with the Wholesale Agency or retailer.

**Excluded are circumstances of social conflict and those cases detailed in the Article on Exclusions in Assistance for People.**

#### 7.18.1 Delayed outward journey

If the departure of the public transport chosen by the Insured is delayed for a minimum of 6 hours, against presentation of the relevant receipts and invoices, ARAG shall reimburse the additional hotel, maintenance and transport expenses resulting from the delay, up to a maximum of 25 euros. It will pay a further 25 euros, up to a maximum limit of 150 euros, for every 6 hours or more, under the same conditions indicated in the above paragraph.

#### 7.18.2 Extra nights at a hotel or compelled extension of trip prior to arrival at destination

When, due to causes not attributable to the organiser of the trip (meteorological causes, social cancellations, breakdown of transport, border closure, wars or similar situations) the INSURED must remain in the same place after the start of the trip, unable to spend the night at the hotel reserved at destination, the INSURER will assume payment, against presentation of invoices, of the hotel expenses arising from this situation, for up to 75 euros per day with a maximum limit of 150 euros.

#### 7.18.3 Compelled extension of trip upon completion of the stay

When, due to causes not attributable to the organiser of the trip (meteorological causes, delay of the means of transport, cancellations, breakdowns of the means of transport), the INSURED must remain immobile in the place of destination upon completion of his or her trip, the INSURER will assume the cost, against presentation of invoices, of the expenses arising because of this situation, up to a limit of 75 euros per person and day with a maximum limit of 150 euros.

#### 7.18.4 Missed services contracted

If, as a result of breakdowns or delays in transport or of adverse weather conditions or force majeure, the Insured misses some of the services initially contracted, such as: outings, accommodation, meals or any similar circumstance, ARAG shall pay up to 37.50 euros per day and up to a maximum of 150 euros for this loss, depending on the damages incurred.

In the event of visits to several places or monuments, making over half the number of visits planned on the itinerary must be impossible or hindered in order to be entitled to compensation.

#### 7.18.5 Change of initially contracted services

In the event of overbooking or last minute cancellations of airline tickets and hotel bookings not attributable to the agency, ARAG shall pay each Insured person as per the following scale:

\* **Unforeseen delay in flight departure:** ARAG shall pay 37.50 euros for every 6 full hours' delay, to a maximum of 150 euros.

\* **Departure of an alternative, unforeseen form of transport:** ARAG shall pay 30.05 euros for every 6 full hours' delay, to a maximum of 150 euros.

\* **Change of hotel / apartment:** ARAG shall pay 37.50 euros per day for the change of hotel or apartment, provided that it is of a lower category than that initially planned and to a maximum of 150 euros, **wherever this circumstance can be proven through the presentation of the documents relating to the purchase of the trip and those corresponding to the hotel eventually used.**

**Payment of compensation in application of this cover may not be combined with other compensation received based on cover included in the section "Delays and missed services".**

**As it is cover in payment of compensation, the Insurer subrogates in the actions and rights of the Insured to the limit of the amount paid, to claim against the party responsible for the delays arising and for the change in category of the hotel booked.**

**Events of social conflict and those cases detailed in the Article on Exclusions in Assistance for People are excluded.**

## CANCELLATION

### 7.19 Travel cancellation expenses

ARAG guarantees up to the financial limit established in the policy's Particular Conditions, except for the specific cancellation exclusions that are detailed in this policy, the reimbursement of expenses for trip cancellation that the Insured Party must pay and that are billed to him or her through the application of the travel agency's general sales conditions, or of any of the trip providers, including operation costs, provided that the trip is cancelled before it starts and for one of the causes that takes place after taking out the insurance and that prevents the Insured Party from travelling on the booked dates:

1) Severe illness or serious accident or death of:

The Insured Party, his or her spouse, and up to third level of ancestors or offspring, including parents, children, siblings, grandparents, grandchildren, sisters- and brothers-in-law, mother- and father-in-law and daughters- and sons-in law.

The Insured Party's travelling companion, included on the same booking.

His or her professional replacement, provided that it is essential for the job or responsibility to be assumed in that event by the Insured Party.

The person in charge of the custody of minor or disabled children during the period of the trip and/or stay. The name and surname(s) of this person must be provided at the time of signing the policy in order for this cover to be valid.

The definitions below apply for the purposes of the insurance cover:

- Severe illness: a change in health, proven by a medical professional which obliges the patient to remain in bed and involves stopping all activities, both professional and private, within the 30 days prior to the start date of the trip.

- Serious accident: all bodily injuries stemming from a violent, sudden, external cause outside the control of the injured party, whose consequences prevent normal travel from the primary residence.

When the illness or accident affects any of the people cited, other than the parties insured through this policy, serious shall be understood when hospitalisation or the need for bed rest is required, after the insurance is taken out and, at the judgement of a medical professional, the continuous care of healthcare personnel or people appointed for this purpose is required, after a medical prescription within 12 days prior to the trip start date.

The Insured Party must immediately file a claim on the date on which the illness or accident takes place, where the Insurer reserves the right to make a medical visit to the Insured Party to assess the cover and to determine if the cause truly makes it impossible to start the trip. However, if the illness does not require hospitalisation, the Insured Party must give notice about the claim within the 72 hours following the event that caused the claim that led to cancelling the trip.

2) Serious damages or losses due to theft, fires or other damages that affect:

- The Insured Party's primary and/or secondary residence;

- The workplace at which the Insured Party works freelance or runs the business (manager), which necessarily involves the presence of the Insured Party;

3) The Insured Party's dismissal from the job, provided that at the time of taking out the insurance, no verbal or written notice had been received;

4) Hiring to a new job post at a different company, with employment contract and provided that the Insured Party was hired after taking out the insurance and did not have knowledge of the job at the time the trip was booked;

5) Summons to be a jury member or witness in a court of justice;

6) Summons as member of a polling station;

7) Taking of official civil service examinations subsequent to taking out the insurance;

8) Cancellation of the Insured Party's travelling companion, booked on the same trip and insured under the same policy, provided that the cancellation is for one of the reasons listed in this cover and, owing to this, the Insured Party would have had to travel alone;

9) Acts of air, land or sea hijacking, which makes it impossible for the Insured Party to start or to continue his or her trip;

Terrorist acts are excluded.

10) Theft of documentation or luggage that makes it impossible for the Insured Party to start the trip;

11) Knowledge received after booking the trip of a tax obligation to make a parallel income tax statement, whose payable amount is greater than €600;

12) Not being granted visas for unjustified causes;

Not receiving visas is expressly excluded when the Insured Party has not taken care of necessary formalities within the timeline and method required to receive the visa or visas in question.

13) The forced job relocation for a period greater than three months;

14) The unexpected call for surgery of:

The Insured Party, his or her spouse, and first or second level of ancestors or offspring, which includes parents, children, siblings, grandparents, grandchildren, sisters- and brothers-in-law, mother- and father-in-law and daughters- and sons-in law.

The Insured Party's travelling companion, included on the same booking.

His or her professional replacement, provided that it is essential for the job or responsibility to be assumed in that event by the Insured Party.

The person in charge of the custody of minor or disabled children during the period of the trip and/or stay. The name and surname(s) of this person must be provided at the time of signing the policy in order for this cover to be valid.

15) Pregnancy complications or miscarriage, which require bed rest, as prescribed by a medical professional;

Deliveries and pregnancy complications starting in the seventh month of pregnancy are excluded.

16) The official declaration of a catastrophe area in the Insured Party's place of residence or site of the trip destination. An official declaration of a catastrophe area at a stopover location en route to the destination is also covered, provided that it is the only route by which the final destination can be accessed;

A maximum compensation amount per claim of €30,000 is established.

17) Obtaining a similar trip and/or accommodation to the one booked for free, via a public, notarised drawing;

18) The Insured Party being taken into police custody for non-criminal reasons;

19) Receiving an adopted child;

20) The Insured Party being summoned for divorce proceedings;

21) Renewal of the Insured Party's employment contract;

22) Awarding of official grants that prevent taking the trip;

23) An unexpected call for the Insured Party to undergo an organ transplant, family members to the second direct level of relationship or the Insured Party's companion;

24) Signing of official documents of the Insured Party during the travel dates, exclusively before a public administration;

25) Any severe illness of minor children younger than 48 months, who are insured by this policy;

26) Legal declaration of suspension of payments at a company that prevents the Insured Party from performing his or her job;

27) Breakdown of the Insured Party's vehicle, which prevents him or her from starting or continuing the trip. This breakdown must entail a time to be fixed greater than eight hours or an amount greater than €600, in both cases according to the manufacturer's estimate;

28) Expenses for transferring the Insured Party's trip to another person for one of the covered causes;

29) Cancellation of a wedding ceremony, provided that the insured trip is a honeymoon.

**In all cases, this cover must be taken out at the time the trip subject to the insurance is booked, or within a maximum of 7 days after.**

#### **SPECIFIC EXCLUSIONS OF THE TRIP CANCELLATION EXPENSES COVER:**

**In addition to that which is set forth in Article 8 'Exclusions' of the present insurance policy's General Conditions, trip cancellations are not covered whose cause is:**

**A) An aesthetic treatment, a cure, a contraindication of air travel, a lack or contraindication for vaccinations, the impossibility to follow the recommended preventive medical treatment in certain destinations, abortions, alcoholism, consuming drugs or narcotics, except those prescribed by a doctor and taken as prescribed.**

**B) Mental or nervous illnesses and depression without hospitalisation, or where hospitalisation of less than seven days is recommended.**

**C) Chronic or pre-existing illnesses of all travellers who have suffered imbalances or worsening within the 30 days prior to taking out the policy, regardless of their age.**

**D) Chronic, pre-existing or degenerative diseases of the family members described in the policy's General Conditions, illnesses who are not insured and do not undergo alterations in their condition that require outpatient emergency care at a hospital centre or admission to hospital, subsequent to taking out the insurance.**

**E) The participation in wagers, competitions, contests, duels, crimes, brawls, except in cases of legitimate defence.**

**F) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and the destination country of the trip.**

**G) War (civil or foreign) declared or not, revolts, popular movements, acts of terrorism, all effects of a source of radioactivity, as well as consciously disregarding official prohibitions.**

**H) Not presenting essential travel documents, such as passport, visa, tickets, driver's license or vaccination certificate, for any reason.**

**I) Reckless acts, as well as injuries to the self-caused intentionally, suicide and suicide attempts.**



## 9. Limits.

ARAG shall assume the indicated costs within the specified limits and up to the maximum contracted sum for each case. If the events have the same cause and have occurred at the same time, they shall be considered as a single claim event.

ARAG shall be obliged to pay for the service, unless the claim event was caused by the dishonesty of the Insured.

For cover requiring the payment of a cash sum, ARAG is obliged to issue compensation at the end of the investigations and surveys necessary to establish the existence of the claim event. In any event, ARAG shall pay, within 40 days from receipt of the claim declaration, the minimum amount of what it may owe, according to the circumstances with which it is acquainted. If, within a period of three months from the occurrence of the claim event, ARAG has not paid said compensation for reasons that are not substantiated or are attributable to it, the compensation shall increase by a percentage equivalent to the legal interest on the money at that time, plus 50%.

## 10. Notification of a claim event

Upon the occurrence of a claim event that may give rise to the services covered, the Insured must, without exception, call the emergency telephone service provided by ARAG, indicating the name of the Insured, the policy number, the place and telephone number of his or her location, and the type of assistance needed. This call may be made via reverse charge.

## 11. Additional provisions

The Insurer shall assume no obligation with regard to services that have not been requested of it or that have not been rendered with its prior agreement, except in cases of duly evidenced force majeure. Whenever, in the provision of the services, it is not possible for ARAG to intervene directly, it shall undertake to refund the Insured with the duly receipted expenses deriving from such services, within a maximum of 40 days from presentation of such receipts.

## 12. Subrogation

To the extent of the sums outlaid in compliance with the obligations deriving from this policy, ARAG shall be automatically subrogated in the rights and actions which may correspond to the Insureds or their heirs and other beneficiaries, against natural or legal third parties, as a consequence of the claim event that gives rise to the assistance provided.

In special cases, this right may be exercised by ARAG against companies providing transport by land, river, sea or air, with regard to the total or partial refund of the cost of the tickets not used by the Insured parties.

## 13. Prescription

The actions arising from the insurance contract become legally unenforceable within a period of two years with effect from the time they could have been exercised.

## 14. Note

If the contents of this policy differ from the insurance proposal or from the agreed clauses, the insurance Policyholder may complain to the Company within a period of one month with effect from the issue of the policy, so that the discrepancy may be rectified. At the end of this period, if a complaint has not been made, the provisions of the policy shall prevail.

## ADDITIONAL PUBLIC LIABILITY INSURANCE

### DEFINITIONS:

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

**Obligations of the Insured:** In the event of a Public Liability claim event, the Policyholder, the Insured or his or her dependents must not accept, negotiate or reject any claim without the express authorisation of the Insurer.

### PAYMENT OF COMPENSATION:

a) The Insurer is obliged to pay compensation at the end of the investigations and surveys necessary to establish the existence of the claim event and, if appropriate, the amount resulting therefrom. In any event, the Insurer must pay, within forty days from receipt of the claim declaration, the minimum amount that the Insurer may owe, according to the circumstances with which it is acquainted.

b) If, within a period of three months from the occurrence of the claim event, the Insurer has not proceeded to repair the damage or compensated the amount thereof in cash without substantiation of the reason or for reasons attributable to it, the compensation shall increase by a percentage equivalent to the legal interest on the money at that time, plus 50%.

**INDIVIDUAL PUBLIC LIABILITY INSURANCE****1. Individual public liability**

The Insurer shall be responsible for financial compensation of up to 60,000 euros which, without constituting an individual penalty or additional liability penalty, may be demanded from the Insured Person pursuant to Articles 1,902 to 1,910 of the Spanish Civil Code, or similar provisions envisaged by overseas legislations and which the Insured Person may be obliged to pay, on account of liability for physical injuries or material damages caused accidentally and directly to third parties, their animals or their belongings.

This limit shall include the payment of any legal costs and disbursements, together with any legal bonds required from the Insured.

**2. EXCLUSIONS**

***This cover does not include:***

- a) Any type of Liability incurred by the Insured through the driving of motor vehicles, aircraft, vessels, and through the use of firearms.***
- b) Civil Liability deriving from any professional, trade union, political or associative activity.***
- c) Fines or penalties imposed by Courts or any class of authority.***
- d) Liability deriving from the practice of professional sports and sports of the following types, even if solely at amateur level: mountain climbing, boxing, bobsleighbing, potholing, judo, parachuting, hang-gliding, gliding, polo, rugby, shooting, yachting, martial arts, and any activities conducted with a motor vehicle.***
- e) Damage to objects entrusted to the Insured for whatever reason.***

**APPENDIX TO SPECIFIC CONDITIONS****INCLUSION TO ADDITIONAL PUBLIC LIABILITY INSURANCE**

As teachers or guardians are among the insured group, the following is also covered:

**1. Public liability for teachers or guardians**

The Insurer shall be responsible for financial compensation up to the limit of 60,000 euros indicated in the Specific Conditions which may be demanded from the Insured pursuant to Articles 1.902 to 1.910 of the Spanish Civil Code, or similar provisions envisaged in overseas legislations and which the Insured person may be obliged to pay as the leader of the group of students whom he or she is accompanying on the journey, in matters of public liability for physical injuries or material damages caused accidentally and directly to third parties, their animals, or their belongings.

This limit shall include the payment of any legal costs and disbursements, together with any legal bonds required from the Insured.

**2. Amendment:**

The content of section b) of Article 2 "Exclusions" is amended to read as follows:

- b) Public liability deriving from any professional, trade union, political or associative activity, with the exception of cover relating to Public Liability for teachers or guardians.**



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