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## **SUPPORT FOR FOREIGNERS OUTSIDE THEIR COUNTRY OF ORIGIN**

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# ASSISTANCE FOR FOREIGNERS ABROAD

## 0. INFORMATION OF INTEREST

If you have any questions, **please contact ARAG** at any of these addresses:



**Contact phone number**

[+34 93 300 10 50](tel:+34933001050)  
(extension 2)



**Contact e-mail**

[atencioncliente@arag.es](mailto:atencioncliente@arag.es)  
[dac@arag.es](mailto:dac@arag.es)

*For further contact information, please refer to the footer of this contract.*

POLICY UPDATED AS OF 01/01/23

## 1. TRAVEL ASSISTANCE FOR "FOREIGNERS ABROAD"

In the event that the Insured has their habitual residence abroad and has purchased the policy online or through a Spanish travel agency for a trip to Spain, premiums will be billed based on their continent of origin. In other words, if their habitual residence is in Europe, the premium charged will be for "Europe." If their continent is America, Asia, or Oceania, the premium charged will be for "World." Furthermore, the insured amount for each of the guarantees in this policy will correspond to that of a Spanish national abroad, and repatriations covered in the General Conditions of the policy will always be carried out to the location where they have their habitual residence abroad, which must be the one from which they contracted this Travel Assistance insurance and which they must have communicated to ARAG at the time of purchasing the insurance, both for the purposes of premium payment and the economic limits of coverage.

When an insured party has their habitual residence in Spain and is of Spanish nationality, the territorial scope of the Private Civil Liability coverage will be worldwide. When the Insured has their habitual residence abroad or is of non-Spanish nationality, the Liability coverage will be valid exclusively for incidents occurring in Spain.

ALL ITEMS INCLUDED IN THE GENERAL TERMS OF THE POLICY ARE THE SUBJECT OF THIS INSURANCE, WITH THE STATED LIMITS.

- **TERRITORIAL SCOPE:** The insurance is valid in Spain, or in Europe and Mediterranean coastal countries (including Syria and Jordan), or worldwide, depending on the destination of the trip, travel, or stay contracted with the Policyholder.

**Countries in a state of war or siege, insurrection or armed conflict of any kind or nature, even if not officially declared, and those specifically listed in the receipt or the Specific Conditions, are excluded from the coverages of this policy.**

It is expressly agreed that the obligations of the Insurer arising from the coverage of this policy terminate at the moment the Insured has returned to their habitual residence or has been admitted to a healthcare facility located within a maximum distance of 25 km from said residence (15 km in the Balearic and Canary Islands).



- **PROVISION OF SERVICES:** The provision of services provided in this policy will be handled through the organization ARAG S.E., BRANCH IN SPAIN.

For the purpose of urgent provision of services, ARAG will provide the Insured with documentation proving their rights as a policyholder, as well as instructions and an emergency telephone number.

**The phone number for ARAG is 93 300 10 50 if the call is made from Spain and +34 93 300 10 50 if it is made from abroad.**

If it is possible in the country where the Insured is located to make collect calls, the Insurer will accept the call.

In any case, the Insured may request reimbursement of the cost of calls made to the Company, provided they are properly documented and justified.

- **The Policyholder acknowledges and expressly accepts the limiting clauses of this policy and declares to have received together with this document the General Conditions.**



## 2. INFORMATION TO THE INSURED

The insurance policyholder, prior to the conclusion of this contract, has received the following information, in compliance with article 96 of Law 20/2015, of July 14, on the arrangement, supervision, and solvency of insurance and reinsurance entities, and articles 122-126 of its regulations.

- The insurer of the policy is ARAG S.E., a German entity with its registered office in Düsseldorf, ARAG Platz núm.1, with the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) responsible for its control and supervision. ARAG S.E., Sucursal en España, located at C/Núñez de Balboa 120, 28006-Madrid, Tel: 91 566 16 01 - 93 485 89 07, email: [sam@arag.es](mailto:sam@arag.es), <http://www.arag.es>, is the branch responsible for the activity. ARAG SE, Sucursal en España is authorized to operate in Spain under the establishment regime through its branch ARAG S.E., Sucursal en España, with tax identification number W0049001A and address at Calle Núñez de Balboa, 120, Madrid. It is registered in the administrative register of the Dirección General de Seguros y Fondos de Pensiones with the code E-210.

It is informed that in the event of liquidation of the insurance entity, Spanish regulations on liquidation will not be applied.

- The legislation applicable to the insurance contract is Spanish, in particular, Law 50/1980 of October 8, on the insurance contract.
- The policyholder or the insured may, in the event of a dispute with the insurer, resort to arbitration and the ordinary Spanish courts.

It is informed that ARAG SE, Branch in Spain provides its insured with the following Customer Service contact numbers according to the procedures they wish to carry out:

- For modifications and/or inquiries about the contracted policy, they can call 93 485 89 07 - 91 566 16 01 or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es).
- AARAG S.E., Branch in Spain has a Customer Service Department (c/ Roger de Flor, 16, 08018 Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), web: [www.arag.es](http://www.arag.es)) to attend and resolve complaints and claims that its insured present, related to their legally recognized interests and rights, which will be attended to and resolved within a maximum period of one month from their presentation.
- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of one month has elapsed without having received a



response, the claimant may contact the Complaints Service of the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 - Madrid, or on the web: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es)).

- You can access the Insurer's Financial and Solvency Situation Report at <https://www.arag.com/company/financial-figures>.
- The Policyholder/Insured, by providing the bank details for the payment of the insurance premium, consents and authorizes that its amount be charged to the account provided and collected in this document or in any other that, during the life of the contract, is communicated to the Insurance Entity for this purpose.

EMITIDO EN MADRID, 12 de diciembre de 2022

Por la Compañía  
P.P.

CEO  
Member of GEC

EL TOMADOR



### 3. DATA PROTECTION INFORMATION

<b>Data Controller</b>	ARAG SE, Sucursal en España C/ Núñez de Balboa 120, 28006. MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
<b>Contact details of the Data Protection Officer</b>	<a href="mailto:dpo@arag.es">dpo@arag.es</a> C/Roger de Flor 16 08018 Barcelona
<b>Purpose of treatment</b>	Subscription and execution of the insurance contract
<b>Legitimation</b>	Execution of the insurance contract
<b>Recipients</b>	Data will not be transferred to third parties, except with prior consent, obligation provided for in regulations, or legitimate interest.
<b>Transferencias</b>	They may be necessary, for certain international assistance services, for the execution of the contract.
<b>Rights of individuals</b>	You may access your data, rectify or delete it, oppose its processing, and request its limitation or portability by sending your request to the following email address: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
<b>Additional information</b>	You can consult additional and detailed information on data protection on our website: <a href="http://www.arag.es">http://www.arag.es</a> .

#### 3.1. Data Controller

The data controller of your information is ARAG SE, Spain Branch, Tax ID.W0049001A, located at C/ Núñez de Balboa nº120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es)  
Website: [www.arag.es](http://www.arag.es). You can contact the Data Protection Officer via the email address [dpo@arag.es](mailto:dpo@arag.es).

#### 3.2. Purpose and recipients

The provided information will be processed for the purpose of establishing, managing, and developing the contractual relationships that bind you to the data controller, as well as for fraud prevention.

We will also process your personal data to inform you about our products and control quality levels in the provision of guarantees of your insurance contract.



We will not provide your personal data to third parties except in the following cases: an obligation set forth in the regulations applicable to us, legitimate interest, or prior consent of the data holder.

Your data will be accessible by third-party collaborators of ARAG SE, Spain Branch, involved in the management resulting from both the insurance contract and the effective provision of its guarantees.

If you require assistance and are outside the European Union, it may be necessary to transfer your personal data to third countries in order to effectively fulfill the guarantees of your insurance contract.

Your data will be kept for the duration of the insurance contract. After its termination, they will be kept blocked for the legally required periods to attend to possible liabilities arising from their processing. After the legal prescription periods have passed, the data will be deleted.

### 3.3. Legitimation

The legal basis for the processing of your personal data is the execution of the insurance contract you have entered into with this insurance entity. The provision of your data is essential for the formalization of this insurance contract, and it would not be possible without it.

The legal basis for processing for direct marketing and satisfaction survey purposes is the legitimate interest in being able to better meet your expectations as a customer and enhance the quality of the service received. You can object to this type of processing at any time in the manner described in the Rights section.

The legal basis for the transfer of data to third parties is constituted by provisions of the insurance regulations that either support the legitimate interest of the entity or impose specific obligations on it for the development of its activity, both in relation to the insurance contract (Law 50/1980 of Insurance Contract), and in the regulation of organization, supervision, and solvency (Law 20/2015 on the organization, supervision, and solvency of insurance and reinsurance entities) and other regulatory regulations of the activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.





### 3.4. Rights

You have the right to access your personal data subject to processing, as well as to request the rectification of inaccurate data or, where appropriate, request their deletion when the data are no longer necessary for the purposes for which they were collected. You can also exercise the rights of opposition, limitation of processing, and data portability.

You may exercise your rights by writing to the data controller, ARAG SE, Spain Branch, through the email address [lopd@arag.es](mailto:lopd@arag.es) or, if you prefer, by postal letter addressed to C/ Roger de Flor, 16, 08018 Barcelona (it is advisable to state in the envelope the reference "Data Protection"). In all cases, it will be essential that you attach a copy of your ID or passport. In the event that you do not obtain satisfaction in the exercise of your rights, you may file a complaint with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

### 3.5. Personal data of Third Parties

Regarding personal data referring to other individuals, which, due to this policy, need to be communicated to ARAG SE, Branch in Spain, you must, prior to their communication, inform them of the points contained in the previous paragraphs.

## 4. TRAVEL ASSISTANCE TO PERSONS "FOREIGNERS ABROAD"

### 4.0. Introduction

This insurance contract is governed by what is agreed in these General and Particular Conditions of the policy, in accordance with the provisions of Law 50/1980, of October 8, Contract of Insurance, and Law 20/2015, of July 14, ordering, supervision, and solvency of insurance and reinsurance entities.

### Definitions

In this contract, it is understood by:

- **Insurer:** ARAG S.E., Branch in Spain, which assumes the risk defined in the policy.
- **Policyholder:** The natural or legal person who signs this contract with the Insurer, and to whom the obligations arising from it correspond, except those that by their nature must be fulfilled by the Insured.
- **Insured:** The natural person related in the Particular Conditions that, in the absence of the Policyholder, assumes the obligations derived from the contract.
- **Relatives:** The Insured's spouse or de facto partner, or a person who lives permanently with the Insured, and first or second degree relatives (parents, children, grandparents, grandchildren), siblings, in-laws, uncles, aunts, nephews, nieces, sons-in-law, daughters-in-law or parents-in-law will be considered relatives of the Insured.
- **Policy:** The contractual document that contains the Insurance Regulatory Conditions. The General Conditions, the Particular Conditions that individualize the risk, and the supplements or appendices that are issued to it to complete or modify it form an integral part of it.
- **Premium:** The price of the insurance. The receipt will also contain the surcharges and taxes of legal application.

## 4.1. General Terms and Conditions

### 1. Object of insurance

By this Travel Assistance insurance contract, the Insured who travels within the covered territorial scope will be entitled to the different assistance benefits that make up the traveler protection system.

### 2. Insured

The natural persons related in the Particular Conditions.

### 3. Temporal Validity

In temporary policies, the duration of the trip will be specified in the Specific Conditions.

In any case, when the Insured has their habitual residence in Spain, the duration of the trip cannot exceed 365 consecutive days. On the other hand, if their habitual residence is outside of Spain, the period of stay outside their residence cannot exceed 120 days under any circumstances.

### 4. Territorial Scope

The guarantees described in this Policy are valid for events that occur in Spain, or in Europe and Mediterranean border countries (including Syria and Jordan), or worldwide, according to what is specified in the Particular Conditions.

The benefits covered by this Policy will take place when the Insured is more than 20 km from his usual residence.

### 5. Payment of Premiums

The Policyholder is obliged to pay the premium at the time of formalization of the contract. The successive premiums must be made effective on the corresponding due dates.

If the Particular Conditions do not determine another place for the payment of the premium, it must be paid at the Policyholder's domicile.

In case of non-payment of the premium, if it is the first annuity, the effects of the coverage will not begin, and the Insurer may resolve or demand the payment of the agreed premium.



Non-payment of successive annuities will produce, once a month has elapsed from their due date, the suspension of the policy's guarantees. In any case, coverage will take effect 24 hours from the day the Insured pays the premium.

## 6. Information about the risk

The Policyholder has the duty to declare to ARAG, before the formalization of the contract, all the circumstances known to him that may influence the risk assessment, according to the questionnaire submitted to him. He will be exempt from such duty if ARAG does not submit a questionnaire to him or when, even if submitted, there are circumstances that can influence the risk assessment and are not included in it.

The Insurer may rescind the contract within one month, from the moment the Policyholder's reservation or inaccuracy comes to its knowledge.

During the term of the contract, the Insured must communicate to the Insurer, as soon as possible, the alteration of the factors and circumstances declared in the questionnaire referred to in this article that aggravate the risk and are of such a nature that if they had been known to the Insurer at the time of completion of the contract, it would not have concluded it or would have done so under more burdensome conditions.

Once a risk aggravation is known, ARAG may, within one month, propose a modification of the contract or proceed to its termination.

If there is a decrease in risk, the Insured has the right, from the next annuity, to a reduction in the amount of the premium in the corresponding proportion.

## 7. Covered Guarantees

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

### 7.1. Medical and healthcare assistance

ARAG will cover the expenses related to the intervention of professionals and healthcare facilities required for the care of the Insured, whether sick or injured.

The following services are expressly included, without limitation:



- a) Emergency medical team and specialist care.
- b) Additional medical examinations.
- c) Hospitalizations, treatments, and surgical procedures.
- d) Supply of medications during hospitalization, or reimbursement of their cost in cases of injuries or illnesses that do not require hospitalization.
- e) Emergency dental care, defined as urgent treatment required due to infection, pain, or trauma.

**ARAG covers the expenses related to these benefits, up to a limit of 900 euros in Spain and 10,000 euros or the equivalent in local currency in Europe and worldwide.**

**Dental expenses are limited to 60.00 euros or the equivalent in local currency in any case.**

## 7.2. Repatriation or medical transport of the injured or ill

In case of an accident or sudden illness of the Insured, ARAG will cover:

- a) The expenses of ambulance transportation to the nearest clinic or hospital.
- b) The coordination by their Medical Team, in contact with the attending physician of the injured or ill Insured, to determine the appropriate measures for the best treatment and the most suitable means of transportation for possible transfer to another hospital or to their home.
- c) The transportation expenses of the injured or ill person, using the most appropriate means of transportation, to the prescribed hospital or their habitual residence.

The means of transportation used in each case will be determined by ARAG's Medical Team based on the urgency and severity of the case. **In Europe, and only for Insured individuals with habitual residence in Spain, a specially equipped medical airplane may even be used.**

If the Insured is admitted to a hospital that is not near their residence, ARAG will cover the subsequent transfer to that hospital when necessary.



### 7.3. Recovery in a hotel

If the insured person, who is ill or injured, is unable to return home due to medical prescription, ARAG will cover the hotel expenses incurred by the extended stay, up to 60.00 euros per day, for a maximum period of 10 days.

### 7.4. Repatriation or transport of the deceased insured

In the event of the insured person's death, ARAG will arrange for the transportation of the body to the burial place in Spain and will cover the associated expenses. These expenses will include post-mortem preparation in accordance with legal requirements.

**ARAG will cover the return of up to 2 insured companions who are registered under the same trip when they are unable to do so by the initially planned means of transportation.**

**However, when the insured companions are the spouse, parents or children in the first degree, or siblings, the aforementioned limit of 2 insured companions will not apply.**

### 7.5. Early return due to the death of a family member

If any of the insured persons must interrupt their trip due to the death of a family member, as defined in the General Conditions of the Policy, ARAG will cover the round-trip transportation by plane (economy class) or train (1st class) from their current location to the burial place in Spain.

Alternatively, the insured person may choose to receive two plane tickets (economy class) or train tickets (1st class) to their usual place of residence in Spain.

### 7.6. Repatriation or transport of minors or individuals with disabilities

If the repatriated or transferred insured person, under the Repatriation or transportation of injured or ill guarantee, is traveling with minors under fifteen years of age or individuals with mental or physical disabilities, ARAG will arrange and cover the round-trip transportation of a flight attendant or a person designated by the insured person to accompany the children on their return home.



### 7.7. Travel expenses for a family member in case of hospitalization

If the condition of the ill or injured insured person **requires hospitalization for a period exceeding five days**, ARAG will provide a round-trip plane ticket (economy class) or train ticket (1st class) for a family member of the insured person, or the person designated by the insured person, to accompany them.

ARAG will also reimburse the expenses incurred by the accompanying person for their stay, upon presentation of the corresponding invoices, **up to 60.00 euros per day, for a maximum period of 10 days.**

### 7.8. Early return due to hospitalization of a family member

If one of the Insured individuals needs to interrupt their trip due to the hospitalization of a family member, as defined in the General Conditions of the Policy, as a result of a serious accident or illness requiring hospitalization for a minimum period of 5 days, and such hospitalization occurs after the start date of the trip, ARAG will provide transportation to the location where the Insured individual's habitual residence is in Spain.

Furthermore, ARAG will cover the cost of a second ticket for the transportation of the person who was accompanying the Insured individual on the same trip and had to return early, provided that this second person is insured under this policy.

### 7.9. Early return due to a serious incident at the insured's home or business premises

ARAG will provide the insured with a transportation ticket for their return to their residence in Spain, in the event that they need to interrupt their trip due to severe damage to their primary or secondary residence or their place of business, provided that the insured is the direct operator or practices a liberal profession at the same location. The damage must be caused by a fire requiring the intervention of firefighters, a completed theft reported to the police authorities, or a severe flood. In all these cases, the insured's presence must be essential, provided that these situations could not have been resolved by a family member or trusted person. The event justifying the early return must have occurred after the start date of the trip. If the insured is traveling with another person who is also covered by this policy, ARAG will provide a second ticket for their return.



## 7.10. Search, location, and delivery of lost luggage

In the event of lost luggage on a regular flight, ARAG will make every effort to locate it, inform the insured of any developments, and, if necessary, deliver it to the beneficiary at no cost to them.

## 7.11. Trip cancellation expenses

ARAG guarantees up to the limit indicated in the Particular Conditions of this policy, and subject to the specific cancellation exclusions mentioned in this policy, the reimbursement of trip cancellation expenses incurred by the Insured and billed to him/her due to the general sales conditions of the Agency, or any of the travel providers, including management fees, provided that he/she cancels it before it begins and for one of the following causes that arise after contracting the insurance and prevent him/her from traveling on the contracted dates:

1. Due to the death, hospitalization of at least one night, serious illness, or serious bodily accident of:
  - a) The Insured, spouse or domestic partner, or person who as such lives permanently with the insured and the ascendants or descendants of the first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers or sisters, uncle or aunt, nephew or niece, brothers-in-law or sisters-in-law, sons-in-law, daughters-in-law, or parents-in-law of both.
  - b) The person in charge during the Insured's trip, of the custody, at the usual residence, of minor children or disabled people.
  - c) The direct substitute of the Insured, in his/her position, provided that this circumstance prevents him/her from making the trip due to the requirements of the Company of which he/she is an employee.

For the purposes of insurance coverage, it is understood by:

- Serious illness, the health alteration, confirmed by a medical professional, that forces the patient to stay in bed or that implies the cessation of any activity, professional or private within thirty days prior to the planned trip.
- Serious accident, any bodily injury that derives from a violent, sudden, external cause and alien to the intentionality of the accident victim, whose consequences prevent the normal displacement from his usual residence.





**When the illness or accident affects any of the aforementioned persons, other than those insured by this policy, it will be considered serious when it implies, after the insurance contract, hospitalization or the need to stay in bed and requires, in the opinion of a medical professional, the attention and continuous care of health personnel or persons designated for this purpose, with prior medical prescription within 12 days before the start of the trip.**

The Insured must immediately report the claim on the date it occurs, reserving the Insurer the right to make a medical visit to the Insured to assess the coverage of the case and determine if the cause really prevents the start of the trip. **However, if the illness does not require hospitalization, the Insured must report the claim within 72 hours following the event that caused the cancellation of the trip.**

2. The summons of the Insured as a party, witness, or jury in a Civil, Criminal, or Labor Court. Excluded are those cases in which the insured is cited as a defendant for processes initiated before the contracting of the trip and the insurance. For the rest of the appearances, the summons must be subsequent to the contracting of the trip and the insurance.
3. The summons as a member of an electoral board for state, autonomous, or municipal elections.
4. The Presentation to official opposition examinations convened through a public body after the subscription of the insurance. This presentation can be as a candidate or as a member of the board.
5. The serious damage caused by fire, explosion, theft, or force of nature, in your main or secondary residence, or in your professional premises if the insured exercises a liberal profession or runs a company and his/her presence is imperatively necessary.
6. Due to the labor dismissal of the Insured. Under no circumstances will this guarantee come into effect for termination of the employment contract, voluntary resignation, or failure to pass the probationary period. In any case, the insurance must have been taken out before the written communication from the Company to the worker.
7. When the Insured is unemployed and joins a new job with a contract for more than a year, provided that it occurs after the registration of the trip and therefore the subscription of the insurance.

This cause will also apply, and under the same circumstances, when the Insured joins a new job in a company different from the one he/she was working in.

**In both cases, it will be an essential requirement that the Insured provides the Insurer with the Social Security registration that proves the contractual relationship mentioned above.**

8. Income tax return made in parallel, carried out by the Ministry of Economy and Finance, resulting in an amount to be paid by the insured of more than €600.
9. Act of air, land, or naval piracy that prevents the insured from starting his/her trip on the scheduled dates.
10. Call for surgical intervention of the insured, as well as for medical tests prior to such intervention. (Includes organ transplant as a recipient or donor).
11. Call for medical tests of the insured or first or second-degree relatives, performed by the Public Health Service as an emergency, always justified by the seriousness of the case.
12. Serious complications in the state of pregnancy that, by medical prescription, require rest or require the hospitalization of the insured, his/her spouse, or de facto partner or person who lives permanently with the insured, provided that these complications have occurred after the contracting of the policy and pose a serious risk to the continuity or necessary development of said pregnancy.
13. Premature childbirth of the insured.
14. Police detention of the insured, occurred after the subscription of the insurance, that coincides with the dates of the trip.
15. Judicial summons for the divorce procedure that occurs after the subscription of the trip and coincides with the date of the same.
16. Urgent requirement to join the armed forces, the police, or the fire service, provided that the incorporation is notified after the subscription of the insurance.
17. Cancellation of the person who is to accompany the INSURED on the trip, registered at the same time as the INSURED and insured by this same contract, provided that the cancellation originates from one of the causes listed above and, due to this, the INSURED has to travel alone.
18. Delivery of a child for adoption.
19. The unjustified non-granting of visas.
20. Theft of documentation or luggage that prevents the Insured from starting the trip.
21. **The forced relocation of work for a period exceeding 3 months.**
22. The official declaration of a catastrophe area at the Insured's place of residence or at the trip destination. This guarantee also covers the official declaration of a



catastrophe area at the transit place to the destination, provided that it is the only way to access it.

In the event that for any of the reasons provided in this section of TRAVEL CANCELLATION EXPENSES, the Insured makes a transfer of it in favor of another person, the additional expenses that occur due to the change of reservation holder will be guaranteed.

**In any case, it is an essential requirement that this guarantee is contracted at the same time as the contracting of the trip subject to this insurance, or at most within the following 7 days.**

### **SPECIFIC EXCLUSIONS OF THE TRAVEL CANCELLATION EXPENSES GUARANTEE:**

Cancellations of trips that originate from the following are not guaranteed:

- a) The facts voluntarily caused by the Insured or those in which there is fraud or gross negligence on his/her part.
- b) Chronic, pre-existing or congenital diseases of all travelers who have suffered decompensations or exacerbations within the 30 days prior to the contracting of the policy, regardless of their age.
- c) Chronic, pre-existing, congenital or degenerative diseases of the Family members described in the General Conditions, not insured, who suffer alterations in their state that do not require outpatient care in hospital emergency services or hospital admission, after the contracting of the insurance.
- d) Death by suicide or injuries or illnesses resulting from an attempt or intentionally caused by the Insured himself/herself, and those resulting from the Insured's criminal enterprise.
- e) Diseases or pathological states produced by the ingestion of alcohol, psychotropic drugs, hallucinogens, or any drug or substance of similar characteristics.
- f) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, and any type of mental illness.
- g) Quedan excluidas las reclamaciones derivadas directa o indirectamente de las complicaciones ocurridas a partir del séptimo mes de embarazo.
- h) Claims arising directly or indirectly from complications occurring from the seventh month of pregnancy are excluded.



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



## 8. Exclusions

The agreed guarantees do not cover:

- a) Incidents intentionally caused by the policyholder or those in which the policyholder's gross negligence or fraudulent intent is involved.
- b) Pre-existing chronic diseases or ailments, as well as their consequences, suffered by the policyholder prior to the start of the trip.
- c) Death by suicide or injuries or illnesses resulting from an attempt or intentionally caused by the policyholder, and those derived from the policyholder's criminal intent.
- d) Diseases or pathological states produced by the ingestion of alcohol, psychotropic drugs, hallucinogens, or any drug or substance of similar characteristics.
- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses, and prostheses in general, as well as expenses incurred due to childbirth or pregnancy and any type of mental illness.
- f) Injuries or diseases resulting from the policyholder's participation in betting, sports competitions or tests, the practice of skiing and any other type of winter sports or so-called adventure sports (including hiking, trekking, and similar activities), and the rescue of people at sea, in the mountains or desert areas.
- g) Situations arising directly or indirectly from events caused by nuclear energy, radioactive radiation, natural disasters, war actions, riots, or terrorist acts.
- h) Any type of medical or pharmaceutical expense less than 9 euros.



## 9. Limits

ARAG will assume the aforementioned costs, within the established limits and up to the maximum amount contracted for each case. In the case of incidents that have the same cause and have occurred at the same time, they will be considered as a single claim.

ARAG will be obligated to make the payment, except in the case that the claim was caused by the policyholder's bad faith.

For coverage that involves the payment of a liquid amount in money, ARAG is obligated to satisfy the compensation at the end of the investigations and appraisals necessary to establish the existence of the claim. In any case, ARAG will pay, within 40 days from the receipt of the claim declaration, the minimum amount of what it might owe, according to the circumstances known to it. If within three months from the occurrence of the claim, ARAG has not made such compensation for an unjustified cause or one that can be attributed to it, the compensation will be increased by a percentage equivalent to the legal interest rate of money in force at that time, further increased by 50%.

## 10. Claim Reporting

In the event of a claim that may result in covered benefits, the Insured must, indispensably, communicate with the emergency telephone service established by ARAG, indicating the name of the Insured, policy number, location and phone number where they are, and the type of assistance they require. This communication can be made collect.

## 11. Additional Provisions

**The Insurer will assume no obligation in connection with benefits not requested from them or that have not been made with their prior agreement, except in duly justified cases of force majeure.**

When the provision of services does not allow for ARAG's direct intervention, it is obliged to reimburse the Insured for properly substantiated expenses arising from such services, within a maximum period of 40 days from their submission.

**In any case, the Insurer reserves the right to request from the Insured the presentation of reasonable documents or proofs for the purpose of effecting the payment of the requested benefit.**



## 12. Subrogation

Up to the amount of the sums disbursed in fulfillment of the obligations arising from this policy, ARAG will automatically be subrogated in the rights and actions that may correspond to the Insured or their heirs, as well as to other beneficiaries, against third parties, natural or legal, as a result of the incident causing the assistance provided.

This right can be exercised by ARAG especially against land, river, sea or air transportation companies, in terms of the restitution, total or partial, of the cost of tickets not used by the Insured.

## 13. Limitation of actions

The actions derived from the insurance contract will expire after a term of two years in the case of damage insurance, and five years if the insurance is for persons.

## 14. Notice

If the content of this policy differs from the insurance proposal or the agreed clauses, the Policyholder may claim to the Company within one month, from the delivery of the policy, to rectify the existing discrepancy. After this period without making a claim, the terms stated in the policy will prevail.

*Por la Compañía  
P.P.*

*CEO  
Member of GEC*

EL TOMADOR