



GENERAL CONDITIONS OF THE POLICY

PÓLICY N°: 55-1990296 INSURANCE TAKER: TOURMALET 2015 S L U

TRAVEL ASSISTANCE INSURANCE

Introduction

This insurance contract is governed by the provisions of these General Conditions and Special of the Policy, as set out in Law 50/1980, of October 8th, insurance contract, and Law 20/2015, of July 14th, on the management, supervision and solvency of the insurers and reinsurers.

Definitions

This contract means:

Insurer

ARAG S.E., Branch in Spain, which assumes the risk defined in the policy.

Insurance Taker

The natural or legal person who with the Insurer subscribes to this contract, and to which correspond to the obligations that derive from it, except those that by their nature must be fulfilled by the Insured.

Secured

The related natural person in the Special Conditions who, in the defect of the Taker, assumes the obligations arising from the contract.

Family

They shall be considered as relatives of the insured or, their spouse or de facto partner, or person who as such permanently lives with the insured and the ancestors or descendants of first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers or sisters, brothers-in-law or sisters-in-law, uncles, aunts, nephews, nieces, sons-in-law, daughters-in-law father-in-law or mother-in-law.

Policy

The contractual document contains the Insurance Regulatory Conditions. The General Conditions, the Individuals that individualize the risk, and the supplements or appendices that are issued to it to complete or modify it are an integral part of the same.

Insurance cost

The price of insurance. The receipt will also contain the surcharges and taxes of legal application.

1. Insurance object

For this contract of travel Assistance insurance, the Insured who moves within the territory covered shall be entitled to the various assistance benefits that integrate the system of protection of the traveler.



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2. Insured

People related to the Particular Conditions.

3. Temporary validity

To benefit from the covered guarantees, the Insured's time of stay outside his/her habitual residence must not exceed 30 consecutive days per trip or travel for Insured persons domiciled in Spain.

If, on the other hand, you have your habitual residence outside of Spain, the time spent outside your residence may not exceed 120 days in any case.

4. Territorial scope

The warranties described in this Policy are valid for events occurring in Spain, or in Europe and Mediterranean coastal countries (including Syria and Jordan) or worldwide, as specified in the Special Conditions.

The benefits covered by this Policy, will take place when the Insured is more than 20 km from his/her habitual address.

5. Insurance cost payment

The policyholder is obliged to pay the cost of the insurance at the time of formalization of the contract. Successive costs shall be made effective at the corresponding maturities.

If the Special Conditions do not determine another place for the payment of the cost, it must be paid at the address of the Policyholder.

In the event of non-payment of the insurance cost, in the case of the first annuity, the effects of the coverage shall not begin and the Insurer may decide or demand payment of the agreed cost. Non-payment of successive annuities will result, after one month after their expiration, the suspension of the guarantees of the policy. **In any case, the coverage will take effect 24 hours a day when the Insured pays the insurance costs.**

6. Information about the risk

The policyholder has a duty to declare to ARAG, prior to the conclusion of the contract, all known circumstances by it that may influence the assessment of the risk, according to the questionnaire submitted to it. It shall be exempted from such a duty if ARAG does not submit a questionnaire or where, even if subjected to it, these are circumstances which may influence the risk assessment and which are not included in it.

The Insurer may terminate the contract within one month, from the moment the reservation or inaccuracy of the Taker's statement becomes known.

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



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Known for an aggravation of the risk, ARAG may, within one month, propose the modification of the contract or proceed to its termination.

In the event of a reduction in risk, the Insured is entitled, from the next annuity, to the reduction of the amount of the insurance cost in the corresponding proportion.

7. Guarantees covered

In the event of an accident covered by this policy, ARAG, as soon as it is notified in accordance with the procedure referred to in Article 10, guarantees the provision of the following services

7.1 Medical and health care

ARAG will bear the costs of the intervention of professionals and health facilities required for the care of the Insured, sick or injured. The following services are expressly included:

1. Care for emergency medical teams and specialists.
2. Complementary medical exams.
3. Hospitalizations, treatments and surgical interventions.
4. Supply of medicines in hospital, or reimbursement of their cost in injuries or illnesses that do not require hospitalization.
5. Attention of acute dental problems, understood by such those who, due to infection, pain or trauma, require emergency treatment.
6. The expenses claimed from the Insured arising from the use of the hyperbaric chamber due to diving practice, up to a maximum of 3,000€.

ARAG takes over the costs corresponding to these services, up to a limit of 900 euros in Spain and 12,000 euros abroad.

Dental expenses are limited, in any way, to 100 euros or its equivalent in local currency.

7.2 Repatriation or health transport of the injured or sick

In the event of an accident or illness of the Insured, ARAG shall take care of:

1. The costs of moving by ambulance to the nearest clinic or hospital.
2. The control by Insured's Medical Team, in contact with the doctor who attends the Insured injured or sick, to determine the appropriate measures for the best treatment to follow and the most suitable means for possible transfer to another hospital more suitable or to Insured's habitual residence.
3. The costs of transporting the injured or sick, by the most appropriate means of transport, to the prescribed hospital centre or to Insured's habitual residence.

The means of transport used in each case shall be decided by the ARAG Medical Team according to the urgency and severity of the case. **In Europe, and only for Insured people with habitual residence in Spain, a specially conditioned sanitary aircraft may even be used.**

If the Insured is admitted to a hospital not close to his/her habitual residence, ARAG shall be responsible to the transfer to a closer one.



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7.3 Repatriation or transport of other Insured People

Where, under the guarantee of 'Repatriation or health transport of the injured or sick' or 'Repatriation or transport of the deceased Insured', one of the Insured has been repatriated or transferred, by illness, accident or death, to one of the Insured and this prevents his spouse, ancestors or descendants in the first degree, siblings, or a companion to continue the journey by the means initially envisaged, ARAG shall take care of the transport of them to their home or to the place of hospitalization.

In the event that the Insured does not have his habitual residence in Spain, he will be repatriated to his/her habitual residence in his/her country of origin.

7.4 Convalescence in hotel

If the Sick or Injured Insured cannot return to his/her home by prescription, ARAG will be responsible for the hotel expenses motivated by the extension of stay, **up to 60 euros per day, and for a maximum period of 10 days.**

7.5 Repatriation or transportation of the Insured die-in-law

In the event of the death of an Insured, ARAG will arrange the transfer of the body to the place of inhumation in Spain and will take care of the expenses of the same. Such expenses shall include post-mortem conditioning in accordance with legal requirements.

The costs of burial and ceremony shall not be covered.

ARAG will be responsible for the return of 2 companions, insured and registered in the same trip when they are unable to do so by the means initially envisaged.

However, when the insured companions are the spouse, ancestors or descendants in first degree, or siblings, the limit of 2 insured companions mentioned above shall not apply.

7.6 Early return due to death of a family member

If any insured must interrupt their journey due to the death of a family member, understanding the General Conditions of the Policy, ARAG will take charge of the transport, round trip, by plane (tourist class) or train (1st class), from the place in which it is located to the burial in Spain.

7.7 Theft and property damage to luggage

Compensation is guaranteed for damage and loss of baggage or personal effects of the Insured in case of theft, total or partial loss due to the carrier or damage as a result of fire or aggression, occurring during the course of the journey, up to the maximum of 600 euros.

Cameras and accessories of photography, radio, sound or image recording, electronic equipment, as well as their accessories, are covered up to 50% of the sum insured on all luggage.

This compensation shall always be in excess of those received by the transport company and with supplementary character, having to submit, in order to collect it, the proof of having received the corresponding compensation of the carrier dam, as well as the detailed relationship of the baggage and its estimated value.



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Theft and simple loss due to the Insured himself, as well as jewellery, money, documents, valuables and sports and computer equipment, is excluded.

For the purposes of that exclusion:

- 1. Jewels: set of gold, platinum, pearl or gemstone objects.**
- 2. Valuable objects: the set of silver objects, paintings and works of art, all kinds of collections, and fine fur.**

In order to make the benefit effective in case of theft, it will be necessary to file the complaint with the competent authorities.

7.8 Repatriation or transport of minors or differently abled

If the Insured repatriated or transferred under the Guarantee of Repatriation or Health Transport of the injured or sick, travels with only company of children under fifteen years of age or people with psychic or physical impairment, ARAG shall organize and take to its charge the travel, round trip, of a flight attendant or a person designated by the Insured, in order to accompany the children on their return home.

7.9 Displacement of a family member in case of hospitalization

If the condition of the Insured sick or injured, requires his/her hospitalization for a period of more than five days, ARAG shall make available to a relative of the Insured, or the person designated by the Insured, a return ticket, by plane (tourist class) or train (1st class), so that he/she can accompany him or her.

ARAG will also pay, as expenses of the companion after the presentation of the corresponding invoices, **up to 60 euros per day, and for a maximum period of 10 days.**

7.10 Displacement of a family member in the event of death

In the event of the death of an Insured, ARAG will organize and take charge of the displacement of a family member to the place of death so that it can accompany the body on the repatriation trip.

7.11 Early return for hospitalization of a family

In the event that one of the Insured must interrupt his/her trip due to the hospitalization of a family member, understanding as set out in the General Terms of the Policy, as a result of an accident or serious illness requiring hospitalization for a minimum period of 5 days, and it has occurred after the date of commencement of the trip, ARAG will take care of the transport to the locality where his/her habitual residence is in Spain.

In addition, ARAG will be responsible for a second ticket for the transport of the person accompanying the Insured who anticipated his return on the same trip, provided that this second person is insured by this policy.



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7.12 Early return for serious accidents at the Insured's home or professional premises

ARAG shall make available to the Insured a transport ticket for the return to his/her domicile in Spain, in case the latter must interrupt the trip for serious damage to his/her main or secondary residence or in his/her professional premises, provided that the Insured is the direct operator or exercises a liberal profession. Damage must be caused by fire, in which it has resulted in the intervention of firefighters, by consummated theft and reporting to the police authorities, or by serious flooding. In all these cases it must be essential the presence of the Insured or, provided that these situations have not been solved by a family member or person of his/her confidence. The event justifying early return must have occurred after the start date of the trip. If the Insured is accompanied by another person also insured in this policy, ARAG will take care of a second ticket for their return.

7.13 Search, location and shipment of lost baggage

In case of lost luggage in a regular flight, ARAG will arbitrate all the means at its disposal to enable its location, inform the Insured of the news that occur in this regard and to send it to the beneficiary at no charge for it.

7.14 Transmission of urgent messages

ARAG will be responsible for transmitting urgent messages, as a result of claims covered by these guarantees.

8. Exclusions

The guarantees agreed do not include:

- 1. The acts voluntarily caused by the Insured or those in which it is committed to serious guilt on the part of the Insured.**
- 2. Chronic diseases pre-existing, as well as their consequences, suffered by the Insured prior to the beginning of the trip.**
- 3. Death by suicide or injury or illness arising from the attempt or intentionally produced by the Insured himself, and those arising from the Insured's criminal enterprise.**
- 4. Pathology or pathological states caused by the ingestion of alcohol, psychotropics, hallucinogens or any drug or substance of similar characteristic.**
- 5. Aesthetic treatments and the supply or replacement of hearing aids, lenses, glasses, orthoses and prostheses in general, as well as expenses caused by childbirth or pregnancies and any type of mental illness.**
- 6. Injuries or illnesses arising from the Insured's participation in betting, competitions or sports tests, the practice of ski any other type of winter sports or so-called adventure (including hiking, trekking and similar activities) except those expressly covered in this policy, and the rescue of people at sea, mountain or desert areas.**
- 7. Cases arising, directly or indirectly, from facts produced by nuclear energy, radioactive radiation, natural disasters, war actions, riots or terrorist acts.**



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8. Any type of medical or pharmaceutical expense less than 9€.

9. Limits

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

ARAG will be obliged to pay the benefit, **except in the event that the claim was caused by bad faith of the Insured.**

In the guarantees involving the payment of a liquid amount in money, ARAG is obliged to satisfy compensation at the end of the investigations to establish the existence of the claim. In any case, ARAG shall pay, during the 40 days from the receipt of the declaration of the claim, the minimum amount of what may be due, depending on the circumstances known to him. If, within three months of the production of the ARAG claim, it has not made such compensation for reasons which are not justified or attributable to it, the compensation shall be increased by a percentage equivalent to the legal interest of the money in force at that time, increasing 50%.

10. Declaration of a Sinister

In the event of the production of a claim that may give rise to the services covered, the Insured must, essentially, communicate with the emergency telephone service established by ARAG, indicating the name of the Insured, policy number, place and telephone number where it is located, and type of assistance that it is required. This communication may be made at the cost of reverse charge.

11. Additional Provisions

The Insurer shall not assume any obligation in connection with services that have not been requested or that have not been made with its prior agreement, except in cases of duly justified force majeure.

When direct intervention by ARAG is not possible in the provision of the services, ARAG shall be obliged to reimburse the Insured for the duly accredited expenses arising from such services, within a maximum period of 40 days from the presentation of the same.

In any case, the Insurer reserves the right to request the Insured to submit reasonable documents or evidence in order to make the payment of the requested benefit.

12. Surrogacy

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

In a special way, this right may be exercised by ARAG against land, river, sea or air transport undertakings, as regards the refund, in whole or in part, of the cost of tickets not used by the Insured.



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13. Prescription

Actions arising from the insurance contract shall be prescribed within two years in the case of damage insurance and five if the insurance is for people.

14. Indication

If the content of this policy differs from the insurance proposal or the agreed clauses, the Policyholder may claim from the Company within one month, from the delivery of the policy, to remedy the existing divergence. After this period has elapsed without the claim being made, the provisions of the policy will be provided.

*Por la Compañía
P.P.*

*CEO
Member of GEC*

EL TOMADOR