MULTI-RISK TRAVEL INSURANCE

GENERAL CONDITIONS

These General Conditions will allow you to have a detailed view of the framework of the agreement you are entering into with AGA INTERNATIONAL SA, Sucursal en España (hereinafter, ALLIANZ GLOBAL ASSISTANCE) upon signing this policy of insurance. Read this policy carefully, including the exclusion clauses herein contained.

Should you wish to make any enquiry or consultation, ALLIANZ GLOBAL ASSISTANCE places at your disposal its Customer Care Telephone Centre on number 902 402 440 and its web site www.allianz-assistance.es, where you will find all the information you might require.

TRAVEL RECOMMENDATIONS

Always take with you the telephone number of ALLIANZ GLOBAL ASSISTANCE and the number of your policy of insurance.

If you travel to Europe, you should obtain the “European Health Card” EHC from your Social Security Office.

How to use your policy:

In the event of any emergency or need to use this policy, please contact ALLIANZ GLOBAL ASSISTANCE on telephone number 902 21 31 00 from Spain or, 34 91 452 29 14 from abroad. You should give your name, policy number, the place where you are to be found and a telephone contact number.

Accident or illness: in the event of an emergency, go immediately to an adequate hospital. If it is not an emergency, call ALLIANZ GLOBAL ASSISTANCE first.

Bear in mind that the quality level of health services will depend on the degree of development of the country where you require medical attention.

Definite loss or misplacement, destruction of any baggage checked-in on flight:


b. Make a list of the contents of your baggage.

Theft, loss or damage to your baggage in the custody of the baggage carrier:

a. You must file a complaint with the police at the place and on the date of the event, giving a list of the items stolen and their economic value. Obtain a certificate evidencing the said complaint.

b. You must file a written claim with the carrier company and comply with any time limits laid down by the company. Keep a copy of it.

c. Obtain a certificate from the carrier company stating the amount of any compensation it will cover.

d. Make a list of the contents of your luggage.

Theft of your luggage or personal effects that have not been checked-in:

You must file a complaint with the police at the place and on the date of the event, and give a list of the items stolen and their economic value. Obtain a certificate of the complaint.

Delay in the departure of a carrier company or missed connections:

a. You must file a claim in writing with the carrier and comply with any time limits laid down by each carrier.

b. Obtain a certificate from the carrier stating the real time of departure and the reason for any delay.
c. Keep all invoices for additional expenses incurred during any delay.

Annulment of your flight: Immediately you become aware that it is not possible to take your flight for any reason contained in the policy of insurance, you must go to your flight organiser and make an annulment and obtain a document to evidence this and immediately notify ALLIANZ GLOBAL ASSISTANCE of this event at the electronic mail address: siniestros@allianz-assistance.es.

GENERAL CONDITIONS

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This Insurance Agreement shall be governed by the provisions contained in:

- The Insurance Act 50/80 of 8 October, (Official State Bulletin 17-10-80) and subsequent amendments.
- Royal Legislative Decree 6/2004 of 29 October that approved the re-stated wording of the Organisation and Supervision of Private Insurance Act.
- Royal Legislative Decree 1/2007 of 16 November that approved the re-stated wording of the General Protection of Consumers and Users Act and other implementing laws, and subsequent amendments.
- Any other regulations that may be applicable during the lifetime of this Policy of Insurance, and by what has been agreed in these General and Particular Conditions and, if pertinent, any Special Conditions.

This Agreement is entered into in accordance with the Right of Establishment conditions.

I. DEFINITIONS.

In this Agreement the following terms shall have the stated meaning:

- **INSURER** means AGA INTERNATIONAL SA. Sucursal en España, whose registered address is in Madrid, at Avenida de Manoteras 46 bis, holder of Tax ID Card No. W0034957A. It is registered in the Madrid Companies Register in Tome 26,138, Folio 140, Section 8, sheet M-471120 and it is registered in the Special Register for Insurance Companies in Spain under number E 0202.

It is the legal person that will bear the contractually agreed risk, and the control and supervision of this company’s business rests with:

- The Member State with authority to control the INSURER is FRANCE and the Authority with whom such control rests is “Autorité de Contrôle Prudentiel”, 61 rue Taitbout, 75436 Paris Cedex 09.

- The Directorate General of Insurance and Pension Funds, of the Ministry of Economy and Treasury, in accordance with Article 133 of the Organisation and Supervision of Private Insurance Regulations (Royal Decree 2486/1998).
Spanish law is not applicable to any possible liquidation of insurance companies, as stated in Royal Legislative Decree 6/2004 of 29 October that approved the Re-Stated Wording of the Organisation and Supervision of Private Insurance Act.

- **SUBSCRIBER** is the private individual or legal person habitually resident in Spain that subscribes the agreement with the Insurer and that is liable to perform the duties arising thereunder, save as regards any duties which due to the nature thereof must be performed by the insured. Should the subscriber be a private individual or legal person habitually resident outside Spain, the term of the agreement cannot be for a period of time in excess of four months, calculated as from the date the same is issued.

- **INSURED** is a private individual who is habitually resident in Spain, who purchases a flight with AMERICAN AIRLINES (hereinafter, AMERICAN AIRLINES) on its web site and who is referred to in the Particular Conditions, and who is the object of the policy of insurance. In default of the subscriber, the Insured shall be responsible for compliance with the duties arising under the Agreement.

- **ADDRESS** is the address where the insured has his/her habitual residence, and which is stated in the Particular Conditions of this insurance policy.

- **PREMIUM** is the price of the insurance. The receipt will, in addition, state any legally applicable surcharges and taxes.
  - Taxes on Insurance Premiums.
  - Insurance Clearing House surcharges.
    - Surcharge to finance settlement functions of insurance companies.
    - Surcharge for extraordinary risks.

- **INSURED EVENT** is any event that might be covered under this policy of insurance. Any harmful circumstances or series of circumstances with an original cause notwithstanding the number of claimants or claims made shall be deemed to amount to one sole insured event.

- **EXCESS** is the sum payable in each insured event according to the terms of the policy by the insured for each of the risks covered.

- **POLICY** is the document that sets out the conditions governing the insurance. The following form an integral part of the policy: the General Conditions, the Particular Conditions, that itemise the risks and set out the clauses which, according to the parties’ wishes, implement or modify the General Conditions within the limits permitted at Law, the special conditions and the supplements or annexes attached thereto to complement or extend the same.

- **Epidemic** is the appearance of an infectious disease in an elevated number of people in a specific area and in a relatively short period of time.

- **INSURED AMOUNT** is the amount set in the Particular Conditions or, if pertinent, in the General and Special Conditions that represents the maximum limit of compensation payable by the Insurer in any insured event.

- **Journey**, journey shall be understood to mean any travel made away from the habitual address of the insured, from his/her departure therefrom until the return thereto.

- **FAMILY MEMBERS**: family members shall be deemed to be solely spouses, *de facto* couples, children, parents, grand children, brothers and sisters, parents-in-law, children-in-law and cousins of
the insured, except as provided in any coverage terms and conditions. Furthermore, any legal tutors of the insured will be considered as such.

- BAGGAGE means the items of personal use that are necessary during a journey.

Should the content of a policy of insurance differ from an insurance proposal or any agreed terms, the subscriber of the policy of insurance may file a claim with the Insurance Company within a period of time of one month after the delivery of the policy, to correct the same. Upon the expiry of the said period of time without any claim having been made, the provisions contained in the policy of insurance shall prevail.

In the case of a policy of insurance having been subscribed remotely and in accordance with the provisions of “Act 22/2007 of 11 July relating to remote sales of financial services to consumers”, we hereby inform you that should the insurance policy be for a term in excess of one month, the subscriber may withdraw from the agreement within a period of time of fourteen calendar days from the date of the agreement.

In order to be able to exercise the right of withdrawal, a subscriber must send a letter by registered post or by any other means of record of the date of despatch and receipt to the Customer After-Sales and Support Department of AGA INTERNATIONAL, SA, Sucursal en España, Avenida de Manoteras 46 bis, 28050 Madrid, or by electronic mail to devoluciones@allianz-assistance.es.

Should a subscriber decide to withdraw from this agreement, ALLIANZ GLOBAL ASSISTANCE will, within a period of time of 30 days following receipt of your request, reimburse to you such proportional part of the unconsumed premium depending on the risk covered up to the date of withdrawal.

II. GENERAL PROVISIONS.

Purpose of the insurance.

It relates to placing assistance at the disposal of an insured, whenever the same is in difficulty during any travel or absence from his/her habitual address or place of residence as a result of any force majeure event, in those cases and on those terms provided for in the agreement.

In the event of any annulment, ALLIANZ GLOBAL ASSISTANCE warrants, in accordance with the conditions contained herein, it will reimburse any annulment and/or cancellation expenses payable by the insured whenever the same annuls his/her flight prior to departure.

Coming into force and term of the insurance agreement.

The agreement will come into force at 00:00 hours on the date stated in the Particular Conditions as the issue date and it will end whenever the effect of any coverage guarantees cease, according as stated in the following paragraph.

Effect of guarantees.

- The annulment guarantee will take effect on the date of the issue of the insurance policy, which date must, in any case, coincide with the date of confirmation of the flight reservation purchased, and it will cease on the date of the commencement of the first departure flight, provided always the premium has been paid.

- All other guarantees will have effect, provided the premium is paid, as from the time of the departure of the journey referred to in the Particular Conditions, until the date referred to in the Particular Conditions as the termination date thereof provided always the same does not exceed 31 consecutive days. The same shall only be applicable for a journey that includes a flight with AMERICAN AIRLINES.
Geographical range.

The coverage guaranteed under this policy of insurance is valid for flights with a destination anywhere in the World, except Spain.

The assistance guarantees will only be valid as from 30 Km distance from the insured’s address, 15 Km in the Canary Islands and Balearic Islands. The baggage guarantee will not be applicable at the principal or secondary place of residence of the insured.

Payment of the premium.

The subscriber of the insurance is bound to pay the premium at the time of entering into the agreement and, in any case, prior to the commencement of the journey.

The premium must be paid at the address of the Insurance Company. Should the premium not be paid due to the fault of the subscriber, ALLIANZ GLOBAL ASSISTANCE shall have the right to terminate the agreement or demand payment of the premium that is due.

In any case, should the premium not have been paid prior to the insured event arising, ALLIANZ GLOBAL ASSISTANCE shall be freed from any and all duties.

Insured Events.

Should an insured event arise, it must be notified to AGA INTERNATIONAL immediately.

- **Should an insured event relate to an Assistance-Repatriation coverage guarantee**, you must call, if in Spain, number 902 21 31 00 and if abroad, number 34 91 452 29 14 (permanently attended 24 hours a day every day of the year), and state where you are, a telephone contact number and the kind of assistance required. Telephone calls from abroad may be made reverse charge, that is, at no cost to the insured or, through the SPAIN DIRECT service.

- **Should an insured event relate to any other guarantee**, you may notify ALLIANZ GLOBAL ASSISTANCE thereof through their web site www.allianz-assistance.es, by electronic mail: siniestros@allianz-assistance.es or by telephone: 902 34 56 71 OR 91 452 2984 within a period of time of 7 days. Upon the expiry of this time limit, ALLIANZ GLOBAL ASSISTANCE may claim damages for any losses caused due to a failure to give notice.

The insured must use all means available to him/her to mitigate the consequences of any insured event.

Once ALLIANZ GLOBAL ASSISTANCE’s Claims Department becomes aware of the occurrence of an insured event it will send you a form or demand for documentation which you must complete. The same will indicate which documents you must provide to enable the claim to be settled. In any case, you must always provide all original slips, invoices, receipts, certificates and complaints together with any medical reports and other documents that evidence the event covered under this policy and that you have incurred expenses that may be compensated under the same.

You must send the same to AGA INTERNATIONAL SA. Sucursal en España, Departamento de Siniestros: Avenida de Manoteras, 46 bis, 28050 Madrid. The insured must, in all cases, notify ALLIANZ GLOBAL ASSISTANCE of any guarantees taken out with any other insurance company to cover the same risk.

Any benefits that are not requested during the course of a journey or that have not been organised by ALLIANZ GLOBAL ASSISTANCE will not give rise to any right to any reimbursement or compensation of any kind. Only those insured events for which coverage is provided will be subject to compensation.
As follows we set out the steps you must specifically take depending on the insured event that you suffer. These steps may be subject to additional action that will be referred to in the paragraphs relating to each guarantee:

- **In the case of an insured event involving an annulment** you must, without delay, notify the flight organiser that you have become aware of circumstances that prevent you from taking the flight so as to mitigate the consequences of the annulment.

- **In the case of a civil liability insured event**, you must immediately provide ALLIANZ GLOBAL ASSISTANCE with all warnings, summonses, demands, letters, and citations and in general all judicial and other documents served on you or on the person who caused the same relating to any circumstances that might involve liability covered by the policy.

Save any agreement to the contrary, in the event of any circumstances covered by this policy, ALLIANZ GLOBAL ASSISTANCE will take charge of all steps relating to an insured event and act on behalf of the subscriber to the policy or whoever gave rise to the circumstances and it will deal with any victims or their successors, and compensate them should it be necessary.

Should no settlement be reached, ALLIANZ GLOBAL ASSISTANCE will continue with its Lawyers and Court Advocates to defend the subscriber or whoever caused the circumstances in question in any civil action and in this regard the defendant must provide a power of attorney as necessary. In regard to any criminal action, the Insurer may take on the defence with the consent of the accused.

Should the insured be convicted, the Insurer shall decide whether or not to appeal to the competent Superior Court. However, should the Insurer consider it not to be pertinent to appeal, it will notify the interested party and it will be free to file an appeal on its own behalf and the Insurer shall be bound to reimburse the same all expenses occasioned up to the limit of any amount awarded, should a favourable decision be obtained on appeal. ALLIANZ GLOBAL ASSISTANCE will pay any compensation as indicated below:

  a. In general, it must pay the same upon the conclusion of the necessary investigations and expert’s reports to establish the occurrence of an insured event and, if pertinent, the amount of any damages arising therefrom. The parties may agree to substitute compensation with the repair and replacement of any damaged item.
  b. Whenever an expert’s report has been issued and it has not been subject to any objection, it shall be paid within a period of time of five days.
  c. Should the expert’s report be objected to, the Insurer shall pay the minimum amount of what it might owe, according to the circumstances of which it is aware.
  d. In any case, within forty days following the receipt of an insured event declaration, the Insurer shall pay the minimum amount of what it might owe, according to the circumstances of which it is aware.

- **In the event of theft of baggage**, a complaint must be filed on the same day as the occurrence of the event with the police authorities closest to the scene of the crime, stating therein a list of the content of your baggage and its economic value.

- **In the event of the total or partial destruction of baggage** during a transfer by a public passenger transport company, the document evidencing the same provided by the transport company must be filed.

- **In the event of the loss of baggage** during a transfer by a public passenger transport company, a certificate setting out the facts must be filed, issued by the transport company.
• In the event of in-flight baggage check-ins and the same is lost, misplaced or destroyed, before leaving the baggage reclaim area you must request a Property Irregularity Report (P.I.R.).

Other insurers.

The insured must, in any case, and in accordance with the Insurance Contract Act 50/1980, and at the time of subscription or in the course of the guarantee, notify ALLIANZ GLOBAL ASSISTANCE of any guarantees taken out for the same risk with any other insurer.

Liability.

ALLIANZ GLOBAL ASSISTANCE shall not be held liable for any delay or non-compliance relating to the provision of any guaranteed coverage in those cases when the delay or non-compliance is due to:

• Strikes.
• Explosions.
• Uprisings.
• Popular movements.
• Mutinies.
• Quarantines.
• Restrictions on free movements.
• Sabotage.
• Terrorism.
• Civil or foreign war, declared or not.
• Effects of radioactivity or any other fortuitous or force majeure event.

Subrogation.

ALLIANZ GLOBAL ASSISTANCE shall be subrogated, up to the total cost of any services provided by it, to any and all rights and action that correspond to the insured against any private individual or legal person responsible for the facts that have given rise to its involvement. Should any benefits provided in the performance of this agreement be covered completely or in part by any other insurance company, the Social Security or any other institution or person, ALLIANZ GLOBAL ASSISTANCE shall be subrogated to any rights and action held by the insured against such company or institution. In this regard, the insured shall be bound to cooperate with ALLIANZ GLOBAL ASSISTANCE and to render it any support and to execute any document it might deem necessary. In any case, ALLIANZ GLOBAL ASSISTANCE shall have the right to use or request the insured to reimburse the transport document (plane, train, etc, ticket) that the same has not used, should the return expenses be paid for by ALLIANZ GLOBAL ASSISTANCE.

Termination of contract.

If, during the term of the policy of insurance, the insured interest should cease to exist, the insurance policy shall be ipso facto terminated and ALLIANZ GLOBAL ASSISTANCE shall have the right to retain any unused premium.

Limitation of Actions.

Any claim arising under this agreement shall become barred on the expiry of five years for personal insurance and two years for loss insurance, as from the date on which any claim could be made.

Steps for the settlement of inter-party disputes.

1. The Ministry of Economy and Treasury, by way of Order ECO/734/2004 of 11 March, regulates the activities of the Customer Care Department that ALLIANZ GLOBAL ASSISTANCE places at the
disposal of all of its customers for the purpose of responding to and settling complaints and claims filed by subscribers, insureds, beneficiaries, third party victims or successors thereof.

Complaints and claims may be filed with:

AGA INTERNATIONAL SA, Sucursal en España
CUSTOMER CARE DEPARTMENT, Avenida de Manoteras nº 46, bis, 28050 Madrid or, at: attcliente@allianz-assistance.es

The Customer Care Department (CCD) will settle said complaints and claims within a period of time of no more than two months from the date of filing.

In the event of any dissatisfaction with a decision made by the said Department, a Customer may make an appeal to the CLAIMS DEPARTMENT OF THE DIRECTORATE GENERAL OF INSURANCE AND PENSION FUNDS, provided the case before the CCD of the Insurance Company has been finalised, by filing the same at:

Paseo de la Castellana 44, 28046 Madrid

The functioning of the Customer Care Department is governed according to Regulations approved by the Board of Directors of the Company which may be accessed on our web site: www.allianz-assistance.es

2. Arbitration.

The Parties, by mutual agreement, may agree to submit the settlement of disputes arising under this agreement to a hearing by arbitrators in accordance with the law in force.

3. Ordinary Courts.

Should any of the parties decide to take action before the Ordinary Courts, the competent Judge to hear the matter shall be the Judge of the address of the insured.

Use of personal data.

On taking out this policy of insurance, the data you provide to us will be included in a file for which AGA INTERNATIONAL SA, Sucursal en España is responsible, and this is to allow us to formalise and manage your policy.

Furthermore, throughout the life of the same we might ask you to give us, and you might provide us (even by the recording of telephone conversations regarding this agreement) with additional personal data, some of which might be of a specially protected nature in accordance with Article 7 of the Protection of Personal Data Organic Law 15/1999 which will likewise be included in records belonging to AGA INTERNATIONAL SA Sucursal en España for the purpose processing any of your insured events, managing and complying with this insurance agreement and the provisions contained in Act 50/1980 of 8 October which regulates the same, and to prevent any fraud regarding the selection of risks and the management of claims.

Also, you accept and consent to the said personal information being provided for the purposes referred to in the preceding paragraph to any other insurer or service provider and to any other private individual or legal person that carries out any of the said activities and with which AGA INTERNATIONAL SA, Sucursal en España, has entered into cooperation, coinsurance and reinsurance agreements for such purpose.

On reporting an insured event or filing a claim you expressly authorise AGA INTERNATIONAL SA, Sucursal en España to undertake any investigation and expert report such as may be necessary to ascertain the existence of an insured event and the amount of any pertinent compensation and/or reimbursement, including
the access to and, if pertinent, any assignment of all personal data as may be necessary for this purpose, whatever the nature thereof may be, including data of a personal nature that is specially protected under the Protection of Personal Data Organic Law 15/1999.

In particular, in the case of the purchase of any insurance policy to provide Assistance and/or the Reimbursement of Medical Expenses, the holder of any personal data accepts and consents to any medical centre and service or hospital to which he/she may be sent for the provision of health support services or which might have taken part in the provision of the same notifying AGA INTERNATIONAL SA, Sucursal en España, of any data that might be necessary to manage such insured events in particular and to invoice any expenses that may be generated in such regard.

In accordance with the provisions contained in the Personal Data Protection Organic Law of 13 December 1999, the owner of the data has the right to access, rectify, cancel and object to the same by contacting AGA INTERNATIONAL SA, Sucursal en España (ASUNTO LOPD), Ed. Delta Norte 3, Avda de Manoteras 46, bis 6ª planta 28050 de Madrid, by electronic mail lopd@allianz-assistance.es or, by a form which may be accessed at http://online.allianz-assistance.es:5309/LOPD-Allianz.

The subscriber states that he/she has notified any third party whose data has been provided about the content of the foregoing paragraphs and that he/she has obtained the necessary consent from the said persons regarding the notification and treatment thereof by AGA INTERNATIONAL SA, Sucursal en España and, if pertinent, by its assistants on the terms set out in this clause.

Commercial notices.

If you have requested or request commercial information, you hereby authorise AGA INTERNATIONAL SA, Sucursal en España to include any personal data that you provide or any data that this company might have access to under this agreement or due to you navigating on our web site (for further information please refer to our Privacy and Cookies Policy on http://www.allianz-assistance.es/content/56/es/ayuda-consejos/politica-privacidad) in records for which this Company is responsible, for advertising and commercial prospecting purposes to inform you, even after the termination of this contractual relationship and by any means of communication (postal, electronic or, by telephone), about opportunities to purchase insurance and financial services products or anything related thereto, whether personalised or not, that may be of interest to you, offered and/or marketed by this Insurance Company.

As the proprietor of the data, you may exercise rights of access, rectification, cancellation and objection to the treatment of your personal data under the Protection of Personal Data Organic Law 15/1999, and revoke any consent given, by addressing an e-mail to: lopd@allianz-assistance.es, by completing the web form you will find at: http://online.allianz-assistance.es:5309/LOPD-Allianz or by sending a written request to: AGA INTERNATIONAL SA, Sucursal en España (Asunto LOPD) at Avda. Manoteras 46 bis de Madrid (28050).

Also, you may state that you do not wish to receive any commercial notices in a procedure about which you will be notified in the same and, at any time, through any of the methods referred to in the previous paragraph or by deactivating the “send” option concerning such notices in the customer products area that offers this possibility.

III. ANNULMENT GUARANTEE.

ARTICLE ONE. DESCRIPTION OF THE COVERAGE INCLUDED.

ALLIANZ GLOBAL ASSISTANCE warrants, on the terms and conditions set out herein, the reimbursement of any annulment and/or cancellation expenses owed by the insured should he/she annul his/her flight prior to departure for any of the reasons referred to below. The said reasons must be properly evidenced.

List of annulment reasons covered:
1. **Serious illness, serious physical accident or the death of:**

The insured and any family member according as the same are defined in this policy.

A **serious illness** shall be understood to mean a change in health certified by a professional medical person which involves any one of the following situations:

- Hospitalization for at least 24 hours, and this occurs within 7 days prior to the flight and it makes it impossible to take the flight on the planned date.
- Temporary disability, and this occurs within 7 days prior to the flight and it makes it impossible to take the flight on the planned date.

Whenever an illness affects a family member of the insured, both if they are insured on the same flight or not, it shall be understood to be serious whenever it involves hospitalization for at least 24 hours, and this situation occurs within 7 days prior to the flight or, it involves an imminent risk of death.

Furthermore, any annulment due to an illness that is counter-indicative for taking a flight, according as stated by the **Asociación Médica Aeroespacial**, shall also be covered.

A **serious accident** shall be understood to mean any unintentional physical injury on the part of the insured arising due to an unforeseen event with an external cause that is certified by a professional medical person and which involves any of the following situations:

- Hospitalization for at least 24 hours when such situation occurs within 7 days prior to a flight and this makes it impossible to take the flight on the planned date.
- Temporary disability, when such situation continues within 7 days prior to a flight and this makes it impossible to take the flight on the planned date.

Should an accident affect a family member, according as the same is defined in this policy, it shall be understood to be serious whenever it involves hospitalization for at least 24 hours, and such situation occurs within 7 days prior to a flight or, it involves an imminent risk of death.

In both cases, temporary disability shall be understood to mean a limited loss over time of someone’s functional capacity that is medically certified and which involves a cessation of basic normal activities, including professional activities, and that prevents a flight from being taken and which gives rise to a medical report, follow-up and treatment.

2. **Serious losses** due to theft, fire, flood or explosion at his/her habitual residence or professional premises owned or rented. The loss must make the dwelling or premises uninhabitable or subject to a serious risk that greater loss will be caused which makes it absolutely necessary for him/her to be present on the departure date.

3. **Insured's dismissal from employment.** This guarantee shall in no case come into force due to the expiry, voluntary withdrawal or failure to pass a trial period of a contract of employment. In any case, the insurance must be subscribed prior to any written notice given by the employer to the employee.

4. **Incorporation in a new job** with a different company under an employment agreement with a term of not less than one year, provided always said incorporation arises subsequently to the reservation of the flight.

5. **Summons as party,** understood to mean plaintiff or defendant, witness or jury member in judicial proceedings, served after the subscription of the insurance and which requires the insured to make an attendance on the date of the flight.

6. **Appointment for an organ transplant,** for the insured or a family member, as defined in this policy of
insurance, provided always the appointment for the transplant is received after the subscription of the insurance and it coincides with the date set for the flight.

7. **Appointment for surgical treatment** for the insured or a family member, as defined in this policy of insurance, provided always the appointment for the operation is set after the subscription of the insurance and it coincides with the date set for the flight.

8. **Call to attend as a member of an electoral panel**, received after the subscription of the insurance which requires the insured to attend on the date of the flight.

9. **Delivery of a child in adoption** which coincides with the date set for the flight. The notice of delivery in adoption must be given after the subscription of the insurance.

10. **Attendance at an official public examination** called by a public body after the subscription of the insurance and which coincides with the flight date.

11. **Annulment of a companion** who is included at the same time in the same reservation and insured for the same risk for any of those reasons referred to above, and **due to this the insured has to fly alone**.

In any case, it is an indispensable requirement that the insurance must have been subscribed as of the time of the confirmation of the reservation of the flight.

Should more than one reason arise for an insured event, it shall be deemed that the causal reason therefor is the first to occur, to be notified, and to be evidenced by the insured.

**LIMIT AND CALCULATION OF COMPENSATION.**

The compensation limit is set at 6,500 € per insured person, subject to an excess payable by the insured, in the amount of 25% of the ticket cost, and a minimum of 30 € and a maximum of 150 €, and reimbursement will be made in accordance with the scale laid down by the flight organiser.

This scale shall amount to a calculation base line for any loss suffered by the insured on the basis of any contractual conditions agreed with the flight organiser for the case of annulment. **Should the insured delay in making an annulment any time after the day on which he/she becomes aware of any reason that prevents him/her from taking a flight, any additional expenses invoiced will not be subject to any reimbursement.**

The ALLIANZ GLOBAL ASSISTANCE medical team will, in each case, verify that the extent and/or seriousness of any illness or accident amounts to a sufficient reason to annul a flight thereby preventing it being taken, and also the date of the commencement of the reason for the flight annulment.

**ARTICLE TWO. EXCLUSIONS.**

In general, any flight annulment made for any of the following reasons shall be excluded from this policy of insurance:

1. The consumption of alcohol, drugs or narcotics, unless they have been prescribed by a doctor and taken in the manner indicated.
2. Any psychiatric, mental or nervous illness that does not require hospitalization for more than 7 days.
3. Any wilful or negligent act of the insured, and any self-inflicted wound, suicide or attempted suicide.
4. Any accident caused by being involved in any bet, contest, competition, duel or fight (except in the case of legitimate self-defence).
5. Epidemic, quarantine, pollution and natural catastrophe.
6. Civil or foreign war, declared or not, mutiny, public demonstration, terrorist action, and any intentional failure to obey an official order.
7. Any consequences of a radioactive, biological or chemical source.
8. The lack of or impossibility to vaccinate and the medical impossibility to continue treatment necessary to travel to certain countries.
9. Any failure, for any reason, to provide any documents necessary to travel, such as a passport, visa, ticket or ID card.
10. Births and fertilization treatments, any pregnancy complications after the 7th month of gestation.
11. Medical consultations or examinations, periodical revisions, rehabilitation sessions, care appointments, aesthetic treatments.
12. Whenever, 7 days before the departure of a flight, any hospitalization or temporary disability due to accident or serious illness has ceased.
13. Any unstabilized illness that has been the object of a certification or treatment 30 days prior to the reservation of a flight.
14. Any operation not due to an illness.

IV. ASSISTANCE – REPATRIATION GUARANTEE.

ARTICLE ONE. DESCRIPTION OF THE COVERAGE INCLUDED.

1. Medical transfer or repatriation in the event of illness or accident of the insured while travelling.

   Should the insured become subject to a supervening illness or be a victim in an accident during the course of an insured journey, the medical team of ALLIANZ GLOBAL ASSISTANCE will decide the best steps to take, according to the seriousness and urgency of the case. It will organise all necessary contacts between its medical team and the doctor who is treating the insured in order to provide the necessary health support.

   In the event of any medical urgency and seriousness of the insured’s complaint, and according to the opinion of the medical team of ALLIANZ GLOBAL ASSISTANCE and in contact with the doctor who is treating the insured and his/her family, bearing in mind what may be medically necessary, will decide on the medical transport thereof and organise it from the place where the insured is located to the closest or most adequate hospital for his/her health condition or to his/her home if hospitalization is not necessary. Should it not be possible to hospitalize the insured anywhere close to his/her home, ALLIANZ GLOBAL ASSISTANCE will, whenever pertinent, take charge of any subsequent transfer to the insured’s residence. ALLIANZ GLOBAL ASSISTANCE will only and exclusively take charge of the insured’s repatriation to his/her home should this be medically necessary.

   In the event of any ailment that does not warrant repatriation, any transport will be undertaken using the most adequate method, to a place where the necessary care can be provided.

   Further, ALLIANZ GLOBAL ASSISTANCE will organise the repatriation of the insured and his/her insured companion or insured family member (spouse, ascendant, descendent relative, brother or sister), if, due to a medical need the seriousness of which will be subject to the opinion of the medical team of ALLIANZ GLOBAL ASSISTANCE, the insured should fail to take the means of transport planned for his/her return to his/her habitual address. In this case, it will be necessary for the insured to previously call the Assistance Centre of ALLIANZ GLOBAL ASSISTANCE to request assistance for his/her medical needs.

   ALLIANZ GLOBAL ASSISTANCE will take charge of any additional transport expenses for an insured companion or insured family member (spouse, ascendant, descendent relative, brother or sister), to the
extent that any method initially planned for the return thereof cannot be used due to the repatriation of the insured.

Should the insured, once recovered, and his/her insured family members (spouse, ascendant, descendent relative, brother or sister) or insured companion, wish to continue their journey and the insured’s state of health allows it, ALLIANZ GLOBAL ASSISTANCE will organise his/her/their transfer to the place of destination of his/her/their journey provided the cost of this leg is not higher than the return leg to his/her/their habitual address. However, any expenses relating to the illness suffered by the insured will not be covered should the insured decide to continue to the place of destination of his/her journey.

2. Expenses relating to extending hotel accommodation.

ALLIANZ GLOBAL ASSISTANCE will bear insured’s expenses for extending a period of accommodation at a hotel under doctor’s orders, and with the agreement of its medical team, up to the amount of 50 € per day for a maximum of 7 days.

3. Travel and accommodation expenses for a family member or companion.

Should the medical team of ALLIANZ GLOBAL ASSISTANCE foresee the insured’s hospitalization for more then 5 days, 3 days in the case of minors or disabled persons, and provided the same is alone, ALLIANZ GLOBAL ASSISTANCE will bear:

- A return trip ticket, first class train ticket or tourist class air plane ticket for someone to accompany the insured.
- Hotel accommodation expenses for a family member or travel companion up to the limit of 50 € per day for a maximum of 7 days.

4. Repatriation of the deceased insured.

In the event of the death of the insured, ALLIANZ GLOBAL ASSISTANCE will bear:

- Transportation expenses of the corpse, from the place of death to his/her place of burial.
- Necessary preparation expenses to prepare for transport up to the limit of 600€.
- Additional transport expenses for members of his/her insured family members (spouse or de facto partner, ascendant relative, descendent relative, brother or sister) or of an insured companion, to the extent that the method initially planned for the return thereof to his/her place of residence cannot be used due to the repatriation of the insured.

5. Early return due to serious illness, serious accident or death of family member.

In the event of serious illness, serious accident or the death of a family member of the insured, as defined in this policy, ALLIANZ GLOBAL ASSISTANCE will bear the cost of a return ticket for the insured and for each of the members of his/her family (spouse or de facto partner, ascendant relative, descendent relative, brother or sister) or a companion, provided they are insured, by train, first class or, by plane, tourist class.

Upon a request made by the aforementioned, return tickets may be replaced with an outward and inward bound ticket for one sole family member. Unrequested accelerated return costs or journeys not organised by ALLIANZ GLOBAL ASSISTANCE will not be reimbursed.

Serious illness means a change in health certified by a professional medical person that requires hospitalization.
Serious accident means an unintentional physical injury caused by an unforeseen external event which, in the opinion of a doctor, requires hospitalization.

The insured must provide all evidence or certificates of the circumstances that cause the interruption of the journey, that is, basically, medical reports.

6. Medical expenses.

ALLIANZ GLOBAL ASSISTANCE will cover payment or reimbursement of medical, surgical, pharmaceutical and hospitalization expenses that arise, that is, caused and produced outside the habitual country of residence, up to the limit of 60,000 €.

In any case, these medical expenses will be covered after the intervention of the Social Security or any other organisation bound to provide assistance, about which the insured is bound to provide information to the Insurer.

The insured must always be in possession of the "European Health Card" on a journey to Europe. For journeys to any other country which has signed a Social Security Convention, the insured must always be in possession of the pertinent forms.

7. Transmission of urgent messages.

Arising as a result of guarantees referred to in this agreement, that are issued through the 24 Hour Assistance Centre or, that the insured may make directly. Should the insured transmit such a message directly, ALLIANZ GLOBAL ASSISTANCE will only cover any expenses arising due to their issue if the insured previously files an invoice for and evidence of the urgency of any such message.

8. Compensation for missed connections due to delay of the means of transport.

If, as a result of a delay in the arrival of an original public means of transport at an airport or sea port where the insured must connect with a later flight or means of transport to continue his/her journey, the insured misses the connection or is unable to go to the point of departure, the company will compensate the insured with a new transport connection ticket to the place of destination or origin subject to the limit of the price of the unused ticket.

In order to process payment, it will be necessary to provide evidentiary documents issued by the Operator Company of the public means of transport certifying the delay, together with all original invoices for expenses incurred.

This compensation shall be paid provided it has not been settled by the Carrier Company.


Whenever a public means of transport chosen by the insured to travel is delayed by at least 5 hours, the Insurer will, against the provision of invoices, pay any hotel, maintenance and transport expenses incurred during the delay that are paid up to the departure thereof, subject to a limit of 60 €.

In order to process payment, it will be necessary to provide evidentiary documents issued by the Operator Company of the public means of transport certifying the delay. This compensation shall be paid provided it has not been settled by the Operator Company.

Any expenses incurred in a place other than where the delay occurs are excluded.
Any departure cancellations of the means of transport, that is, should the journey not be made by way of the planned means of transport in which at least one seat has been reserved, shall not be covered by this guarantee.

10. Legal defence expenses outside the insured’s habitual place of residence.

Should the insured need to hire a lawyer for his/her legal defence outside his/her habitual place of residence or nationality, provided always the case against the insured does not subject him/her to any criminal conviction under the law of the place where he/she is to be found, ALLIANZ GLOBAL ASSISTANCE will reimburse the insured’s lawyer’s fees up to a limit of 5,000 €.

Any circumstances relating to the insured’s professional activities, the use or custody of a motor vehicle and any contractual liabilities concerning the insured are hereby formally excluded from the scope of this guarantee. The insured undertakes to provide ALLIANZ GLOBAL ASSISTANCE, in the shortest possible period of time, all documents evidencing his/her lawyer’s fees. In no case is this a policy of insurance to cover any legal defence but to provide auxiliary coverage for travel assistance.

11. Advance of a judicial bond outside the country of habitual residence.

ALLIANZ GLOBAL ASSISTANCE will provide, up to a maximum limit of 4,800 €, the amount of a bond required under the law of the country, so that the insured may be set free should he/she be processed due to a traffic accident for which he/she is responsible.

ALLIANZ GLOBAL ASSISTANCE reserves the right to request a security or guarantee from the insured to cover the reimbursement of the advance.

Within a period of time of three months following a demand made by ALLIANZ GLOBAL ASSISTANCE, the insured shall repay the amount of any bond advanced to him/her.

If, before the expiry of the said three months period, the insured is repaid the amount of the bond by the authorities of the country in question, he/she must immediately reimburse the same to ALLIANZ GLOBAL ASSISTANCE. Should the amount of the bond advanced not be reimbursed within the period of time of three months, ALLIANZ GLOBAL ASSISTANCE reserves the right to demand all and any expenses and interest calculated in accordance with the law in force in addition to the said bond amount.

12. Despatch of medicines abroad.

ALLIANZ GLOBAL ASSISTANCE will source and despatch any possible medicines that are of vital importance and which cannot be obtained at the place where the insured is hospitalised.

However, ALLIANZ GLOBAL ASSISTANCE’s responsibility shall end should the Management or the Spanish Pharmaceutical Council state that the required product is not available in our domestic market.

13. Assistance for minors or disabled persons.

Should the insured be repatriated by ALLIANZ GLOBAL ASSISTANCE and the same is accompanied by only minor or disabled children, the insurer will bear the travel costs of someone to accompany the said minors or disabled children on their return journey.

Should ALLIANZ GLOBAL ASSISTANCE organise the repatriation of a minor or disabled child and the same is alone, ALLIANZ GLOBAL ASSISTANCE will bear the travel costs so that someone may join the minor and accompany the same during his/her repatriation.

ALLIANZ GLOBAL ASSISTANCE will bear the payment or reimbursement of dental expenses that arise due to infection, trauma or pain and that require emergency treatment provided they arise outside the habitual country of residence of the insured up to a maximum limit of 300 €.

15. Civil Liability.

Any civil liability incurred by the insured for damages and personal losses and/or damage to property caused involuntarily to a third party, personally, to any animal or other property as a result of accidental circumstances arising during the journey shall be covered up to a maximum limit of 60,000 €, (subject to an excess of 90 €).

This limit includes the payment of any judicial costs and expenses, and the provision of any judicial bond required of the insured.

ARTICLE TWO. GENERAL EXCLUSIONS.

In general any benefits that are not previously requested from ALLIANZ GLOBAL ASSISTANCE or that are directly organised by the insured without the involvement of the Insurer are excluded save in those cases of force majeure or material impossibility, as duly evidenced.

The exclusions referred to as follows shall be applicable to all coverage mentioned under the Assistance-Repatriation guarantee.

1. Illnesses, accidents or deaths caused due to the consumption of alcohol, drugs and narcotics unless they have been prescribed by a doctor and are taken in the manner indicated thereby.
2. Any wilful act, negligence on the part of the insured, such as self-inflicted wounds, suicide or attempted suicide.
3. Insured events that occur in the event of war, declared or not, mutinies, popular uprisings or similar events, unless the insured is surprised by the commencement of a conflict abroad. In such case, the policy guarantees shall cease FOURTEEN days after the start of the conflict.
4. The effects caused by any radioactive, biological or chemical source.
5. Any insured event caused by an earthquake, seaquake, extraordinary floods, volcanic eruptions, epidemics, quarantine, unusual cyclonic storm and sidereal falling bodies and aerolites and acts of terrorism.
6. All activities relating to blowpipe shooting, archery, globe trips, windsurfing, kite surfing, boat sailing, fishing, golf, mountain biking, canoeing, kayaking, mountain walking, orienteering, horseback trekking, quad bike riding, 4x4 vehicle excursions, karts, motor navigation, trekking, paintballing, jet skiing, ultra light gliding, helicopter flying, sea water skiing, ultra tube and bus bob, rafting, hang gliding, canoe rafting, hydro speeding, parachuting, snowboarding, snow shoe walking (unless an adventure policy of insurance has been taken out to practise these sports).

The practise of any sports professionally, for remuneration or otherwise, in competitions or during preparatory training sessions and canyoning, bungee jumping, mountain climbing, rock climbing, under water diving, speleology, bungee jumping and any other activity considered a high risk sport, are excluded. Also, any sports expeditions by sea, mountain or desert are excluded. Skiing accidents are excluded unless a policy has been taken out to practise skiing.

7. Any accident arising due to practising skiing, off piste or outside any specially marked area.
8. Any trip for therapeutical purposes is excluded.
9. The search and rescue of anyone at sea, on mountains or in any desert area are excluded.
10. As regards expenses for preparing any corpse, any burial, ceremonial or pompous funeral expenses are excluded.
11. Expenses occasioned due to an illness or accident as regards which the insured was not recovered when he/she commenced his/her journey or at the time it was continued, according to guarantee 1 or, in the opinion of the medical team of ALLIANZ GLOBAL ASSISTANCE it was counter indicative to do any such travel.

12. Any repatriation or transfer due to any psychiatric illness which, according to the opinion of the medical team of ALLIANZ GLOBAL ASSISTANCE would require admission into hospital at destination for less than 24 hours.

13. Any circumstances relating to the Insured’s professional activities, and the use or custody of a motor vehicle and any liability under contract in which the insured is a party, are excluded from the application of the legal defence guarantee.

In addition to those general exclusions referred to above (paragraphs 1 and 13 both inclusive), as regards MEDICAL EXPENSES the following exclusions shall also be applicable:

14. The control of previously known illnesses.
15. Thermal care, heliotherapy or aesthetic treatment expenses.
16. Prosthesis, implants and orthopaedic materials, rehabilitation and physiotherapy expenses.
17. Vaccination expenses: odontology expenses arising in the country of habitual residence of the insured and any expenses that are not urgent.
18. Any expenses occasioned once the travel dates have concluded.
20. Preventive medicine expenses.
21. Any expenses which, according to the medical team of ALLIANZ GLOBAL ASSISTANCE, are counter indicative to the illness suffered by the insured.
22. Any medical expenses occasioned less than 30 kilometres away from the insured's address (15 kilometres in the Islands).
23. Any expenses relating to a chronic illness or pregnancy complication.
24. Any expenses occasioned for any treatment commenced in the country of origin.
25. Medical expenses relating to any kind of mental illness or psychiatric disorder.
26. Expenses caused by any pre-existing illness whether or not known by the insured.

In regard to the CIVIL LIABILITY coverage, the general exclusions will be applicable (paragraphs 1 and 13 both inclusive) as well as the following:

27. Any kind of liability arising out of the use and circulation of motor vehicles, airplanes, and boats and due to the use or ownership of artefacts and arms of any kind or type.
29. Liability due to the practise of sports on a professional basis.
30. Any harm caused to any property or animals, loaned, rented or left on deposit.
31. Fines and penalties.
32. Any harm caused to any family member, anyone who lives with the insured or anyone insured under the same policy.
33. Any harm caused in a fight, bet, demonstration, disorder, etc.
34. Any accident caused by practising skiing or any kind of adventure activity.
35. Damages caused due to the insured’s bad faith.
36. Damages caused by the insured while under the influence of any alcoholic drink, toxic drugs and narcotics.
37. Damages caused by earthquakes and seaquakes, extraordinary flooding, volcanic eruptions, unusual cyclonic storms and any falling sidereal body and aerolites.
38. Damages caused by terrorism, rebellion, mutiny and popular uprising.
39. Damages caused by any circumstances or action of the Armed Forces or the Security Forces in times of peace.

V. BAGGAGE GUARANTEE
ARTICLE ONE. DESCRIPTION OF THE COVERAGE INCLUDED.

1. Baggage shall be covered as follows, against:
   - Theft, understood to mean the removal of chattels against the wishes of the insured by way of any action involving violence or threats against anyone or by using force.
   - Any total or partial destruction, during any transfer by a public passenger transport company.
   - Any loss during a transfer by a public passenger transport company.

   **Maximum limit per insured person 800 €.**

   In the case of the total or partial destruction of baggage, or its loss during a transfer by a transport company, the Insurer will supplement the compensation payable by the transporter previously paid thereby up to the **total amount of 800 € per insured person.**

   The said maximum compensation shall be for all losses suffered by the insured in the course of the guarantee period purchased.

2. The reimbursement of the purchase cost of basic items is covered should any delay occur in excess of 24 hours in the delivery of baggage checked-in in the outward bound journey up to a maximum limit of 60 €. Basic items shall be understood to mean any article needed to cover primary requirements of personal health and dress. This compensation shall not be accumulated with any compensation that may be awarded for theft or loss of baggage while in the custody of any public means of transport. The Insured must present all evidentiary documents relating to any purchase made together with any document evidencing delay.

CALCULATION OF COMPENSATION.

The compensation shall be calculated on the real value of any lost item, that is, the value that the item lost in the event had immediately prior to the loss. The calculation shall be made by deducting from the as-new value (the sale price of the insured article in an as-new condition), the depreciation-for-age, use and wear value. The compensation shall not exceed the amount of the loss suffered or take into consideration any indirect damages.

Notwithstanding the aforementioned, the maximum compensation for all items of value shall be 50% of the guaranteed amount referred to above, bearing in mind what is stated as follows:

   - Any jewels, items made out of a precious metal, precious stones, pearls and watches shall only be guaranteed against theft and only if the insured is in possession of the same or if they have been placed on deposit in a hotel safe.
   - Photographic, cinematographic, sound or picture recording or reproducing equipment and their accessories and leatherwear will be guaranteed against theft only if they are in the personal possession of the insured or have been placed in consignment.

ARTICLE TWO. GENERAL EXCLUSIONS.

The baggage guarantee will not be applicable at the principal or secondary place of residence of the insured.

1. Any theft, destruction or loss:
   - Intentionally caused by the insured him/herself or by his/her serious negligence.
   - Arising due to a decision taken by a competent authority during a civil or foreign war, declared or not, mutiny, uprising or popular movement, strike, act of terrorism and any consequences caused by a radioactive, chemical or biological source.
• Caused during a removals.

2. Theft committed by any insured’s personnel in the course of their duties.
3. The theft of any item left unattended in a public place.
4. Any destruction due to any defect in the item, its normal wear and tear, the spillage of liquids, fatty materials, colorants or corrosives that form part of the insured’s baggage.
5. The destruction of fragile, ceramic, glass, porcelain and marble items.
6. The theft, loss, misplacement or simple forgetfulness of any item.
7. Any theft committed in the interior of any private vehicle, unless the vehicle is a rented vehicle.
8. The purchase of any basic need items during the return journey to the insured’s habitual residence.
9. Any insured event caused by an earthquake, seaquake, extraordinary flooding, volcanic eruption, epidemic, quarantine, unusual cyclonic storm and any falling sidereal body and aerolite and act of terrorism.

The following items / expenses are excluded:

10. Documents, identity letters, credit cards, magnetic cards, transport tickets, money in cash, securities and keys.
11. Bicycles, hunting rifles, windsurf boards, skies and any kind of sports materials, including accessories (except, in the latter cases, if insurance to carry out hunting, skiing or adventure sports, has been taken out).
12. Any material of a professional nature.
14. Glasses, contact lenses, prosthesis and orthopaedic apparatus of any kind.
15. Telephony and electronics apparatus and their accessories, except as referred to in the paragraph entitled “Compensation limit” for photographic, cinematographic, sound or picture recording or reproduction equipment.
16. Any kind of computer equipment.

Insured’s duties should any stolen or lost items be found:

• The insured must notify ALLIANZ GLOBAL ASSISTANCE in writing immediately he/she becomes aware of this.
• Should ALLIANZ GLOBAL ASSISTANCE not have already paid the insured, he/she must take possession of the items. ALLIANZ GLOBAL ASSISTANCE will only cover expenses for any possible damage and partial loss, provided always the items are covered under the policy.
• Should ALLIANZ GLOBAL ASSISTANCE have already paid the insured, he/she may chose to either abandon the items and they shall remain in the possession of ALLIANZ GLOBAL ASSISTANCE or he/she may keep them and repay to ALLIANZ GLOBAL ASSISTANCE any compensation paid out after deducting the value of any deterioration or partial loss. Should the insured decide not to do anything within fifteen days, ALLIANZ GLOBAL ASSISTANCE may deem that he/she has decided to abandon the items.

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