

MULTIRISK TRAVEL INSURANCE

‘KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V. (KLM Royal Dutch Airlines)’

GENERAL CONDITIONS

These General Conditions will allow you to be familiar in detail with the framework agreement that you are entering with MONDIAL ASSISTANCE EUROPE, N.V. (hereinafter MONDIAL ASSISTANCE) when you take out this insurance. Please read this policy carefully, including the exclusions.

Should you have any queries or claims, MONDIAL ASSISTANCE places its Telephone Helpline at your service, on 902 402 440, and its website www.mondial-assistance.es, where you will find all the information you need.

TRAVEL TIPS

Always have the MONDIAL ASSISTANCE telephone number and your policy number with you.

If you are going to travel in Europe, obtain your ‘European Healthcare Card’ at your Social Security office.

How to use your policy

In the event of an emergency or should you need to use the policy, contact MONDIAL ASSISTANCE on 902 21 31 00 from Spain, or 34 91 452 29 14 from abroad. Always state your name, policy number, location, and a telephone contact number.

Accident or illness: in the event of an emergency, go directly to a suitable hospital facility. If it is not an emergency, call MONDIAL ASSISTANCE first.

Remember that the quality of the healthcare services will depend on the level of development of the country in which you require medical assistance.

GENERAL CONDITIONS

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This insurance agreement is governed by the following:

- The Insurance Agreements Act 50/80 of 8 October (Official State Gazette 17-10-80)
- Royal Decree Law 6/2004 of 29 October, which approves the restated text of the Private Insurance Regulation and Supervision Act.
- Rule 2486/1998 on the Regulation and Supervision of Private Insurance and subsequent amendments.
- General Law 26/1984 on the Protection of Consumers and Users of 19 July.
- Any other norm which, during the life of this Policy, may be applicable, as well as the provisions of these General Conditions, Private Conditions, and where appropriate, Special Conditions.

This agreement shall be performed under the Free Provision of Services Régime.

I. DEFINITIONS.

In this agreement, the following terms shall have the following meanings:

- **INSURER** is MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, with its registered office at Avenida de Manóteras 46 bis, Madrid, and holder of Tax ID Number W0034957A. It is recorded at the Commercial Registry of Madrid at Tome 26,138, Folio 140, Section 8, page M-471120, and recorded at the Special Registry of Insurance Institutions in Spain under number E-182.

This is the body corporate that is to bear the contractually-agreed risk, with the control and supervision of its activities being the responsibility of:

- The Member State responsible for the control of the INSURER is Holland, and the responsible Authority is De Nederlandsche Bank N.V., with its address at Postbus 236, 7200 AE Zutphen, Nederland.
- The Spanish Insurance and Pension Funds Directorate-General, of the Ministry of the Economy and Taxation, pursuant to article 133 of the Regulation and Supervision of Private Insurance Rules (Royal Decree 2486/1998).
- **POLICYHOLDER** is the private individual or legal entity, with habitual residence in Spain, who/which executes the agreement with the insurer and to whom/which the duties arising from the said agreement correspond, except where by the nature thereof these must be performed by the insured. In the event that the policyholder is a private individual or legal entity with habitual residence outside of Spain, the term of the agreement may not exceed four months starting as from the date on which it was issued.
- **INSURED** is the person, with habitual residence in Spain, who books his/her flight with KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V. (KLM Royal Dutch Airlines) (hereinafter KLM) through its website and who is referred to in the special conditions. He/she assumes the duties arising under the agreement in default of the policyholder.
- **INSURED'S ADDRESS** is where the insured has his/her habitual residence, and is the address stated in the Special Conditions of the policy.
- **PREMIUM** is the price of the insurance. The payment order shall furthermore include any surcharges and taxes that may be applicable by law.
 - **Tax on Insurance Premiums.**
 - **Spanish Insurance Compensation Bureau Surcharge.**
 - Surcharge for the purpose of financing the settlement functions of insurance institutions
 - Surcharge on extraordinary risks
- **INSURED EVENT** is any event which may be covered by this insurance. A harmful event or series of events arising as a result of one single original cause shall be deemed to be one single insured event, irrespective of the number of claimants or claims.
- **EXCESS** is the amount that for each insured event, and in accordance with what has been agreed in the policy for each one of the covered risks, is payable by the insured.
- **POLICY** is the document containing the conditions governing the insurance. The following form an integral part of the policy: the General Conditions, the Special Conditions, which individualize the risk and contain the clauses which, in accordance with the will of the parties, complete or amend the

General Conditions as allowed by law, the private conditions, and any supplements or annexes which may be issued in order to complement or expand them.

- **EPIDEMIC** is the appearance of an infectious disease which manifests itself in a large number of people, in a localized region, and within a short spell of time.
- **RECEPTIVES** are insureds with their habitual residence abroad. These insureds should be specifically identified, and the corresponding premium shall be applied to them. For the purpose of the benefits, all references made to Spain shall be deemed as being made to the foreign country of residence of the insured. In the event they are not identified as such, they shall be treated as insureds with habitual residence in Spain, and their habitual residence in this country shall be deemed to be the point of departure of their trip.
- **TRIP** shall mean any travel outside of the habitual residence of the Insured, from departure to return to the residence.
- **FAMILY MEMBERS:** only the following are deemed to be family members: spouse or common-law spouse, sons and daughters, parents, grandparents, grandchildren, brothers and sisters, mother or father-in-law, sons or daughters-in-law, brothers or sisters-in law of the Insured, notwithstanding the provisions for each guaranty. In addition, the legal tutors of the Insured shall have this status.
- **BAGGAGE** means the personal items necessary during the course of the trip.

Where the content of the policy should be different from the insurance proposal or from the agreed clauses, the policyholder may apply to the insurance institution to correct the difference within one month as from when the policy is delivered. After the said time period has elapsed with no application having been made, the provisions of the policy shall prevail.

In the event that the insurance has been taken out remotely, and pursuant to the provisions of 'Law 22/2007 of 11 July on the remote marketing of financial services aimed at consumers', we inform you that if the term of the insurance is more than one month, the policyholder may withdraw from this agreement within fourteen calendar days as from the date the agreement was executed.

In order to exercise the right to withdraw, the policyholder must send a letter by registered mail or any other means that allows a record to be kept of the date of sending and of receipt, to Departamento de Soporte Comercial y Servicio al Cliente de MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, Avenida de Manoteras 46 bis, 28050 Madrid, or by e-mail to devoluciones@mondial-assistance.es

Where the policyholder should choose to withdraw from this agreement, MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España shall reimburse the policyholder, within 30 days following receipt of the application, the proportional part of the unearned premium in accordance with the risk that has been covered up until the date of withdrawal.

II. COMMON PROVISIONS.

Aim of the insurance.

This shall consist in making assistance available to the insured, when he/she should find him/herself in difficulties during travel or absences from his/her home or place of habitual residence, as a result of a fortuitous event in the cases and conditions provided for in the agreement.

Entry into force and duration of the insurance agreement.

The agreement shall enter into force at 00:00 hours on the day stated in the Special Conditions as the issue date, and shall expire when the effect of the guaranties covered ends, in accordance with the provisions of the following paragraph.

Effect of the guaranties.

- The guaranties shall come into effect, once the premium has been paid, as from the departure time of the trip as specified in the Special Conditions, up to the date stated in the Special Conditions as the date of the conclusion thereof, provided that this does not exceed 31 consecutive days. They shall only apply to trips that include a flight with KLM.

Geographical scope.

The cover guaranteed by this policy shall be valid for flights with destination of anywhere in the World.

The assistance guaranties shall only be valid more than 30 km from the insured's residence, 15 km in the Canary Islands or the Balearic Islands. The baggage guaranty shall not be applicable at the insured's principal or secondary place of residence.

Payment of the premium.

The policyholder shall be under a duty to pay the premium at the time the agreement is executed, and in any case, prior to the commencement of the trip.

The premium shall be paid at the registered address of the insurance company. Should the premium not be paid for a reason attributable to the policyholder, MONDIAL ASSISTANCE shall be entitled to terminate the agreement or to require payment of the outstanding premium.

In any event, where the premium has not been paid prior to the occurrence of an insured event, MONDIAL ASSISTANCE shall be released from all duties.

Insured events.

Where an insured event should occur, the insured shall notify this to MONDIAL ASSISTANCE immediately upon occurrence.

- **Where the insured event involves Assistance-Repatriation**, he/she should call 902 21 31 00 from Spain, or 34 91 452 29 14 from abroad (which line is manned 24 hours a day every day of the year), indicating his/her location, telephone number, and the type of assistance required. Telephone calls from abroad shall be made using the reverse-charges system, i.e. free of charge for the insured, or through the ESPAÑA DIRECTO service.
- **Where the claim refers to any other guaranties** you may notify MONDIAL ASSISTANCE of the claim by way of the website www.mondial-assistance.es, by e-mail: siniestros@mondial-assistance.es, or by telephone on 902 34 56 71, within 7 days. After this time limit has elapsed, MONDIAL ASSISTANCE may claim for any losses caused by failure to give notice.

The Insured should use all means at his/her disposal to mitigate the consequences of the insured event.

Once the MONDIAL ASSISTANCE Claims Department has been notified of the occurrence of an insured event, it will send you a form or request for documentation which you should fill in. This shall contain a list of documents which you should necessarily supply in order for the claim to be indemnified. Under all circumstances, all original probative documents, invoices, receipts, certificates, and complaints shall be supplied, as well as medical reports and any other documentation proving both the occurrence of the events

guaranteed under this policy, and the fact of having incurred refundable expenses under the said policy.

This should be sent to MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, Departamento de Siniestros: Avenida de Manoteras, 46 bis, 28050 Madrid. Under all circumstances the insured should notify MONDIAL ASSISTANCE of any guaranties subscribed with other insurers for the same risk.

Any services not requested during the course of the trip or which have not been organized by MONDIAL ASSISTANCE shall not give rise to any entitlement to a refund or compensatory indemnity of any sort. Only those insured events for which this possibility is envisaged shall give rise to an entitlement to reimbursement.

There follow below the specific guidelines that you should follow for each insured event that you may suffer. These guidelines may be complemented by others stated in the sections corresponding to each guaranty:

- **In the event of a civil-liability claim**, you should immediately forward to MONDIAL ASSISTANCE all notices, summonses, orders, letters, writs, and in general, all judicial or extra-judicial documents which are addressed to you or to the perpetrator thereof in respect of an event that gives rise to liability that is covered by the insurance.

Unless it should be agreed otherwise, should events that are covered by this policy occur, MONDIAL ASSISTANCE shall take charge of all arrangements relating to the insured event, acting on behalf of the policyholder or the perpetrator of the events, and shall deal with the victims or their representatives, and shall indemnify them where this should be appropriate.

Should a settlement not be reached, MONDIAL ASSISTANCE shall proceed through its Lawyers and Court Advocates with the defence of the policyholder or the perpetrator of the events with regard to the civil actions, for which purpose the defendant must confer the necessary powers of attorney. In respect of criminal actions, the insurer may take on the defence with the consent of the defendant.

Should the insured be found guilty, the insured shall decide on whether or not it is appropriate to appeal to the relevant Higher Court. However, should the Insurer decide that no appeal should be filed, it shall notify the interested party of this, who shall be free to file an appeal on his/her own behalf, and the Insurer shall be under a duty to refund all costs incurred up to the limit of the economy attained, should the appeal be successful. MONDIAL ASSISTANCE shall pay the indemnity in accordance as is stated below:

- a. As a general rule, it should pay the indemnity at the end of the investigations and expert assessments necessary in order to establish the existence of the insured event, and where appropriate, the value of the losses that flow from it. The parties may agree to substitute payment of the indemnity for the repair or replacement of the affected item.
- b. Where there has been an expert opinion and this has not been challenged, payment shall be made within five days.
- c. Should the expert opinion be challenged, the Insurer shall pay the minimum amount that it may owe in accordance with the circumstances that it is aware of.
- d. In any event, the Insurer shall pay the minimum amount that it may owe in accordance with the circumstances that it is aware of within forty days following receipt of the notice of insured event.

Other insurers.

In accordance with the provisions of the Insurance Agreements Act 50/1980, the insured shall, in all cases, at the time of subscription or during the course of the guaranty, declare to MONDIAL ASSISTANCE any guaranties taken out for the same risk with other insurers.

Liability.

MONDIAL ASSISTANCE shall not be liable for any delay or failure to perform the provision of the guaranteed services in those cases where the delay or breach has been caused as a result of:

- Strikes
- Explosions
- Revolts
- Popular uprisings
- Riots
- Quarantine
- Restrictions on free circulation
- Sabotage
- Terrorism
- Civil or foreign war, whether declared or not
- The effects of radioactivity or any other fortuitous cases or instances of *force majeure*.

Subrogation.

MONDIAL ASSISTANCE is subrogated, up to the total cost of the services provided thereby, into the rights and entitlements corresponding to the insured against all private individuals or bodies corporate who/which are responsible for the facts that have led to the intervention thereof. Where the services provided in performance of this agreement are covered in whole or in part by another insurance institution, by the Social Security, or by any other institution or person, MONDIAL ASSISTANCE shall be subrogated into the rights and entitlements corresponding to the insured against the said company or institution. For these purposes, the insured undertakes to co-operate with MONDIAL ASSISTANCE, providing any assistance or executing any document that may be deemed necessary. In any event, MONDIAL ASSISTANCE shall have the right to use or to apply to the insured for the refund of the travel ticket (plane ticket, rail ticket, etc.) which has not been used by the said insured, where the return expenses have been borne by MONDIAL ASSISTANCE.

Termination of the agreement.

Should the insurable interest cease to exist during the time that the insurance is in force, the insurance agreement shall be terminated as from that time, and MONDIAL ASSISTANCE shall be entitled to keep the unearned premium.

Statute-barring.

Any actions arising as a result of this agreement shall be statute-barred after five years for personal insurance, and after two years for loss insurance, as from the day on which they could be exercised.

Forums for resolving disputes between the parties.

1. The Ministry of the Economy regulates, by way of Order ECO/734/2004 of 11 March, the activities of the Customer Care Service that MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España makes available to all clients in order to attend to and resolve complaints and claims made by policyholders, insureds, beneficiaries, third-party victims, or the representatives of any of the above.

Complaints and claims may be filed at the following address:

MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España
SERVICIO DE ATENCION AL CLIENTE
Avenida de Manoteras nº 46, bis, 28050 Madrid
Or at attcliente@mondial-assistance.es

The CCS shall resolve the said complaints and claims within two months as from the date on which they were filed.

In the event you are not satisfied with the decision of the said Service, you may appeal the said decision before the COMMISSION FOR THE PROTECTION OF INSURED AND PARTICIPANTS IN PENSION PLANS, provided that you have previously exhausted the Insurance Company's CCS channel, by filing the said complaint or claim at:

Paseo de la Castellana 44, 28046 Madrid

The functioning of the Customer Care Service is governed by the Regulations, approved by the Company's Board of Directors, which may be viewed on our website www.mondial-assistance.es

2. By way of arbitration.

The parties, by mutual accord, may agree to submit any disputes arising from this insurance to be resolved by arbitration, in accordance with the legislation in force.

3. Before the Courts.

Should one of the parties decide to pursue its actions before the Courts, the Courts of the insured's place of residence shall have jurisdiction.

Special Clause.

When taking out this insurance policy, the data you supply to us will be stored in a file that is the responsibility of MONDIAL ASSISTANCE EUROPE, N.V., for the purpose of managing your insurance. Furthermore, during the time the insurance is in force, we may ask you for further personal data in order to process any possible claims, which data shall likewise be stored in files owned by MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España.

Likewise, when taking out this policy, you consent to having any personal data held by the medical centres that are assigned to provide the healthcare assistance services disclosed to MONDIAL ASSISTANCE EUROPE, N.V. as may be required for the management of these kinds of claims, and for the invoicing of any expenses that may arise.

Pursuant to the provisions of the Organic Personal Data Protection Act of 13 December 1999, you are entitled to exercise rights of access, correction, cancellation, and opposition with regard to your data, by addressing yourself to Departamento de Auditoria de MONDIAL ASSISTANCE EUROPE, N.V., Avenida de Manoteras 46 bis 6ª planta, 28050 Madrid.

The policyholder hereby states that he/she has informed any third parties whose data he/she supplies of the provisions of the above paragraphs.

El tomador declara haber informado a las terceras personas, cuyos datos facilite, del contenido de los párrafos anteriores.

III. ASSISTANCE – REPATRIATION GUARANTY.

ARTICLE ONE. DESCRIPTION OF THE COVER INCLUDED.

1. Repatriation or medical transfer in the event of the illness or accident of the Insured when travelling.

In the event the insured should contract a supervening illness or suffer an accident during the insured trip, the MONDIAL ASSISTANCE medical team shall determine the steps to be taken, depending on the seriousness and urgency of the case. It shall organize all necessary contacts between its medical team and the doctor who is treating the insured, in order to provide the proper medical treatment.

In emergencies or where the insured's illness is medically serious, and depending on the opinion of the MONDIAL ASSISTANCE medical team liaising with the doctor who is treating the insured and his/her family, taking into account the medical needs and the benefits that might be obtained for the insured's recovery, the insurer shall decide whether or not the insured requires a medical transfer, and shall organize the transfer from the place where the insured is located to a hospital that is closer or more suitable for his/her state of health, or to his/her home should admission to hospital not be required. If admission is not possible close to the insured's home, MONDIAL ASSISTANCE shall take responsibility, at the appropriate time, for the subsequent transfer to the insured's residence. MONDIAL ASSISTANCE shall solely and exclusively take responsibility for the repatriation of the insured to his/her home if this is medically necessary.

In the case of an illness that does not require repatriation, a transfer shall be carried out in the most suitable manner to the place where the insured may be given the proper treatment.

Furthermore, MONDIAL ASSISTANCE shall organize the repatriation of the insured and his/her insured companion or insured family member (spouse, ascendant, descendant, sibling) where, due to a medical need, the seriousness of which shall be subject to the opinion of the MONDIAL ASSISTANCE medical team, the insured should miss the expected means of transport to return to his/her usual place of residence. In this case, it shall be necessary for the insured to telephone the MONDIAL ASSISTANCE help centre to request assistance for his/her medical problem.

MONDIAL ASSISTANCE shall bear all supplementary transport costs relating to an insured companion or his/her insured family member (spouse, ascendant, descendant, sibling), to the extent that the means initially envisaged for his/her return trip cannot be used on account of the repatriation of the insured.

If the insured, once he/she has recovered, and his/her insured family members (spouse, ascendant, descendant, sibling) or insured companion wish to continue his/her/their trip and the insured's health will allow this, MONDIAL ASSISTANCE shall organize his/her/their transfer to the trip destination, provided the cost of this journey does not exceed the return trip cost to his/her/their place of residence. However, the costs arising from the pathology suffered by the insured shall not be covered should he/she decide to continue to the trip destination.

2. Costs of extended hotel stay

MONDIAL ASSISTANCE shall be liable for payment of the costs of an extended stay by the insured in a hotel on medical orders, with the agreement of its medical team, up to the limit of **€50.00 per day for a maximum of 7 days**.

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

In the event MONDIAL ASSISTANCE's medical team should envisage a hospital stay by the insured of more than 5 days (3 days in case of a minor or disabled person), and provided the insured is alone, MONDIAL ASSISTANCE shall bear the following costs:

- a return ticket, by train first class or by airplane tourist class, so that one person may travel in order to be with the insured
- the hotel expenses for one family member or companion who has travelled, up to a limit of **50.00 € a day for a maximum of 7 days**.

4. Repatriation of the insured in the event of death.

In the event of the death of the insured, MONDIAL ASSISTANCE shall bear the following costs:

- The costs of transporting his/her body from the place of death to his/her place of burial.
- The preparation costs necessary for this transport up to the maximum amount of **€750.00**.
- The additional transport costs relating to his/her insured family members (spouse, ascendant, descendant, sibling) or any insured companions, to the extent that the means initially envisaged for his/her/their return trip cannot be used on account of the repatriation of the insured.

5. Early return because of the serious illness, serious accident, or death of a family member.

In the event of the serious illness, serious accident, or death of the family members of the insured, in accordance as these are defined in this policy, MONDIAL ASSISTANCE shall pay for a return (only) ticket for the insured and for each one of the family members (spouse or common-law spouse, ascendant, descendant, sibling) or a companion, provided that they are insured, by train (first class) or plane (tourist class).

At the request of these persons, the return (only) tickets may be substituted for return (there & back) tickets for one family member. **Any early returns that have not been requested or that have not been organized by MONDIAL ASSISTANCE shall not be eligible for a refund.**

Serious illness shall be deemed to mean an alteration to one's health verified by a medical professional, requiring hospitalization.

Serious accident shall be deemed to mean non-intentional bodily harm caused by the unforeseen action of an external cause which, in the opinion of a medical professional, requires hospitalization.

The Insured must supply the probative documents or certificates of the event that has given rise to the interruption of the trip, fundamentally the medical reports.

6. Medical expenses.

MONDIAL ASSISTANCE shall be liable for payment or reimbursement of any medical, surgical, pharmaceutical, or hospitalization costs that arise, i.e. those arising and produced during a trip outside of the country of habitual residence and/or nationality of the insured, up to a maximum limit of **€60,000.00. An excess waiver of €30.00 is established.**

In any case, these medical costs shall be satisfied after the Social Security or any other body that is bound to provide assistance have fulfilled their duties in this respect, and the insured is bound to provide details to the insurer of any such bodies

The Insured should carry the 'European Healthcare Card' if he/she is travelling to Europe. When

travelling to other countries with which there exists a Social Security Arrangement, the insured should carry the corresponding form.

7. Transmisión of urgent messages.

Messages deriving from the guarantees contemplated in this contract and which are transmitted via the 24-hour Customer Services Department, or by the insured directly. Should the insured transmit the messages directly, MONDIAL ASSISTANCE's responsibility will be limited to the corresponding expenses and upon presentation of all corresponding invoices and documents justifying the urgency of the messages.

8. Legal defence expenses outside of the country of habitual residence.

In the event that the insured needs to contract a lawyer for legal defence outside of the country of habitual residence or nationality, provided that the crimes to which the insured is imputed are not subject to penal sanctions in accordance with the legislation of the country where said legal action has been brought about, the Insurer will reimburse the fees of the insured's lawyer to a maximum limit of **€5,000.00**.

Events relating to the insured's professional activity, the use or the custody of a motor vehicle, and the contractual liabilities to which the Insured is a party are formally excluded from the application of this guaranty. The insured undertakes to send MONDIAL ASSISTANCE, as quickly as possible, the probative documents concerning his/her lawyer's fees. Under no circumstances does this constitute legal-defence insurance, but rather accessory cover to travel insurance.

9. Dispatch of medicines abroad

MONDIAL ASSISTANCE shall oversee the location and dispatch of possible medicines which are of vital importance and which cannot be obtained in the country where the insured finds him/herself hospitalized.

However, MONDIAL ASSISTANCE shall be released from this duty should it be informed by the Management or the Council of Spanish Pharmacists that the required product does not exist in our market.

10. Care of minors or disabled persons.

In the event that the insured is repatriated by MONDIAL ASSISTANCE and he/she is accompanied only by minor children or disabled persons, MONDIAL ASSISTANCE shall take responsibility for the travel by one person to accompany the said minors or disabled persons during their return trip.

In the event that MONDIAL ASSISTANCE should organize the repatriation of a minor or a disabled person and he/she should be alone, MONDIAL ASSISTANCE shall take responsibility for the travel expenses so that one person may travel to be with the minor and accompany him/her in the repatriation.

11. Urgent dental treatment expenses.

MONDIAL ASSISTANCE shall take responsibility for the payment or refund of any dental treatment arising as a result of infection, trauma, or pain and that require urgent treatment, provided that they arise outside of the country of habitual residence and up to the limit of **€300**.

12. Civil Liability.

Any civil liability in which the insured may incur for personal and/or material losses or harm caused unintentionally to any third party affecting the said third party's person, animal, or property, and which is due to accidents in the course of a trip, is guaranteed **up to a maximum limit of €60,000 (excess of €90)**.

This limit includes the payment of legal costs and expenses, as well as the provision of any bail that may be required of the insured.

ARTICLE TWO. GENERAL EXCLUSIONS

All benefits that have not been previously requested from the Insurer are in general excluded save in the event of *force majeure* or material impossibility, that are duly proven.

In any case, the following are excluded from the repatriation guaranty:

- Illnesses, accidents or deaths caused by the consumption of alcohol, drugs and narcotics, unless they are prescribed by a doctor and are taken in the manner prescribed.
- Malicious or negligent conduct on the part of the insured, as well as self-inflicted injuries, suicide or attempted suicide.
- Accidents occurring in the event of war, whether declared or not, popular uprisings or the like, unless the insured is taken by surprise by the commencement of a conflict abroad. In this case, the insurance guaranties shall cease upon the expiry of **FOURTEEN DAYS** after the start of the conflict.
- Any effects caused by a source of radioactivity.
- Damage caused by earthquake, seaquake, extraordinary floods, volcanic eruptions, unusual cyclonic storms and the impact of celestial bodies and aerolites and acts of terrorism.
- The practice of peashooting, archshooting, balloon outing, windsurf, kite surf, sailing, fishing, golf, mountain bike, canoeing, hill walking, orientation, horse outing, quads, allroad cars outing, karting, motor navigation, paintball, aquabikes, microlight aircraft, helicopter, water-skiing, ultra tube and bus bob, rafting, delta-wing gliding, hydrospeed, skydiving, snowboard, snowshoeing (save when insurance has been taken out relating to the practice of the adventure sports) are excluded herefrom. The practice of any kind of sport professionally, for remuneration or otherwise, in competitions or in preparatory training sessions; rafting, hang gliding, bungee jumping, ravine descents, trekking, climbing, diving and speleology, and any other activity deemed to be high risk, are excluded herefrom. Also excluded herefrom are sports expeditions, by sea, mountain or desert. Skiing accidents are excluded unless a policy of insurance has been taken out for this.
- Accidents caused while skiing, outside the slopes or areas set aside therefor.
- Any kinds of trips for therapeutical reasons are excluded.
- The search and rescue of any person at sea, in the mountains or desert.
- Burial, ceremonial and funeral expenses are excluded with regard to expenses concerning the preparation of corpses.
- Expenses occasioned due to illness or accident where the insured has not recovered at the time of commencing a trip, or where in the opinion of the Insurer's medical team the insured should not have gone on the trip.
- Repatriations or transfers due to psychiatric illness that do not require admission to hospital at the destination for more than 24 hours.

In addition to the general exclusions set forth above (sections 1 and 12 each inclusive), the following exclusions shall also be applicable to **MEDICAL EXPENSES**:

- The control of previously known illnesses.
- Expenses relating to thermal treatment, heliotherapy or aesthetic treatments.

- Prostheses, implants and orthopaedic material expenses, rehabilitation and physiotherapy
- Vaccination expenses; those of a dental nature and those that are not urgent.
- Expenses arising once the trip has concluded.
- Contraception and voluntary interruption of pregnancy expenses.
- Preventive medicine expenses.
- Any expenses which, in the opinion of MONDIAL ASSISTANCE's medical team, are contra-indicated for the pathology of the insured.
- Medical expenses arising less than 30 kilometres from the insured's residence (15 kilometres on the Islands).
- Expenses relating to any chronic, psychiatric illness or pregnancy complication.
- Expenses arising due to treatment commenced in the country of origin.
- Medical expenses relating to any kind of mental illness or psychic disorder.
- Expenses arising due to a pre-existing illness whether or not known by the insured.
- Medical expenses of less than €30 in the event of an accident.

With regard to the cover for CIVIL LIABILITY, the general exclusions (sections 1 and 12 each inclusive) and those stated below shall be applicable:

- Any kind of liability arising from the use and driving of motor vehicles, aircraft and boats and due to the use or ownership of artefacts and arms of any type or kind.
- Liability for any kind of professional activity. Contractual civil liability.
- Liability relating to the practice of any sport on a professional basis.
- Damage caused to things or animals, on loan, hired or left on deposit.
- Fines or penalties.
- Harm caused to family members or any person who lives with the insured or insureds under the same policy of insurance.
- Harm caused involving a fight, bet, demonstration, riot, etc.
- Accidents caused by skiing or any other kind of adventure activity.
- Harm caused by the insured's bad faith.
- Harm caused by the Insured under the influence of alcoholic drinks, toxic drugs and narcotics.
- Damage caused by earthquake, seaquake, extraordinary floods, volcanic eruptions, unusual cyclonic storms and the impact of celestial bodies and aerolites.
- Damage caused by terrorist acts, rebellion, mutiny and popular uprising.
- Damage caused by any circumstance of act of the Armed Forces or the Security Forces in times of peace.

IV. BAGGAGE GUARANTY

ARTICLE ONE.- DESCRIPTION OF THE COVER INCLUDED.

1. Baggage is insured against:

- Theft, which is understood to mean the stealing of personal property belonging to another against the will of the insured, by way of acts which involve violence or threats against persons or using force against property.
- Total or partial destruction, during a transfer by a public passenger transport company.
- Loss during a transfer by a public passenger transport company.

In the event of the total or partial destruction of the baggage, as well as loss during transit by a transport company, the Insurer shall complement the indemnity payable by the transport company, previously paid thereby up to a total value of **€800 per person (excess of €30)**. **The said maximum indemnity shall be for all insured events suffered by the insured during the course of the agreed guaranty period.**

CALCULATION OF THE INDEMNITY.

The indemnity is calculated on the basis of the actual value of the items claimed for, i.e. the value that the affected item had immediately prior to the insured event. It is determined by deducting depreciation caused by age, use, and wear and tear from the new value (the sale price of the insured item in new condition). The indemnity may not exceed the value of the loss suffered, or take into account indirect losses.

Nevertheless, the maximum compensation for all the valuable objects will be 50% of the aforementioned guaranteed amount, taking into account the following:

- **Jewels, objects containing precious metals, precious stones, pearls and watches are only guaranteed against theft and only if any such theft occurs when the insured is wearing such objects or when they have been deposited in the safe of a hotel.**
- **Photography, cinematography, recording or audiovisual reproduction equipment and accessories, leather garments and hunting rifles are guaranteed only when being carried by the insured or when they have been deposited in a left-luggage locker.**

ARTICLE TWO.- GENERAL EXCLUSIONS.

The baggage guaranty shall not apply at the location of the main or secondary residence of the insured.

- **Any robbery, destruction or loss:**
- **Caused intentionally by the insured or due to the insured's serious negligence.**
- **Arising as a result of the decision made by any competent authority during a civil or foreign war, whether declared or not, riot, popular uprising, strike and any effect caused by a radioactive source.**
- **Caused during any removals.**
- **Robbery committed by the insured's personnel in the exercise of their duties.**
- **The theft of any item left unattended in a public place.**
- **The destruction of any item due to any defect in the same, its normal or natural wear and tear, spillage of liquids, greasy, corrosive, or staining materials that form part of the insured baggage.**
- **The destruction of fragile items, ceramic, glass, porcelain and marble items.**
- **Items that have been stolen, lost, forgotten, or simply misplaced.**
- **Robberies committed in the interior of a private vehicle, unless it is a hire car.**

The following items are excluded herefrom:

- **Documents, identity cards, credit cards, magnetic cards, transport tickets, money in cash, securities and keys.**
- **Bicycles, surf boards, skis and any kind of sports materials (save for the provisions of the golf and skiing guaranty)**
- **Professional items.**
- **Musical instruments, *objets d'art*, antiques, collections, goods, and souvenirs.**
- **Spectacles, contact lenses, prostheses and orthopaedic apparatuses of any kind.**
- **Telephony, electronic and any computer apparatuses.**

Insured's duties should the stolen or lost items be found.

- **The insured must inform MONDIAL ASSISTANCE in writing immediately he/she becomes aware thereof.**

- If MONDIAL ASSISTANCE has not yet paid the insured, he/she must take possession of the items. MONDIAL ASSISTANCE will only cover the cost of any damage and partial losses if they are covered by the policy of insurance.
- If MONDIAL ASSISTANCE has already paid the insured, he/she may chose to either abandon the items, in which case they shall remain in the custody of MONDIAL ASSISTANCE, or he/she may keep them and repay any indemnity he/she has received, after the application of any deduction for damage or partial loss. If the insured does not make any choice with a period of time of 15 days, MONDIAL ASSISTANCE shall deem that the insured has decided to abandon the item/s.