

Tránsitos Mapfre

From Spain: 902 196030
From outside Spain: 34-91-581-1823

SUMMARY OF COVERAGE, LIMITS AND EXCLUSIONS

PERSONAL ASSISTANCE COVERAGE

The guarantees relating to the persons insured are listed in this article, and will be rendered in accordance with the conditions set out below.

1. Health transport or repatriation in the event of illness or accident sustained by the Insured during the course of a trip.

In the event of accident or illness, the Company will take charge of transferring or repatriating the Insured to a properly equipped health centre or to his/her habitual place of residence. The Company, through its medical team, will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the situation or state the latter is in. Subsequently, the Company's medical team will maintain the telephone contacts deemed necessary with the medical centre and with the doctors attending to the Insured, and on the basis thereof will decide whether to transfer or repatriate the Insured, and on the most suitable means of transport to use. For minor or less serious illnesses or accidents which, in the opinion of the medical team, do not require repatriation, transfer will be performed by ambulance or another means of transport, to the place where adequate medical assistance can be provided. In cases in which transfer or repatriation by air is deemed to be essential, and always subject to the opinion of the Company's medical team, this may be performed in a special air ambulance from European or Mediterranean countries. **Transfer or repatriation in a special air ambulance is expressly excluded when it has to be performed from, to, within or between non-European or non-Mediterranean countries.**

2. Transport or repatriation of Insured travel companions.

When the illness or accident sustained by one of the Insured persons prevents him/her from continuing their trip, the Company will take charge of transferring the other Insured persons accompanying him/her to their habitual place of residence or to the place where the latter is hospitalised. In this case, and in the event that any of the said Insured travel companions is under fifteen years of age or has a physical or mental disability and there is no-one to accompany him/her, the Company will provide the appropriate person to attend to him/her during the journey back to his/her habitual place of residence or to the place where the Insured is hospitalised. **Such travel companions should appear as Insured persons in this Policy.**

3. Medical assistance for illness or accident sustained by the Insured when travelling outside his/her habitual country of residence.

In the event that the Insured should fall ill or have an accident while travelling outside his/her habitual country of residence, or outside his/her country of origin, or outside the country stated on his/her passport, and **subject to a limit of €30,000**, the Company will meet the cost of the hospitalisation expenses, surgical operations, medical fees, nursing expenses and of the pharmaceutical products prescribed by the doctor attending to him/her during the trip. The Company's medical team will maintain the telephone contacts deemed necessary with the centre and with the doctors attending to the Insured to supervise the provision of proper health care. **The expenses resulting from emergency dentistry services are covered, up to a limit of €60, subject to what is provided for in the Particular or Special Conditions. Only when included in the particular and/or special policy conditions, this guarantee will not take effect if the cost is not in excess of €9 for each incident. Rehabilitation treatments, prostheses, orthopaedic, orthotic and osteosynthesis material, as well as spectacles, are not covered. The Insured must still claim the benefits to which he/she is entitled, according to the General Social Security System or, where applicable, any special system thereof or substitute organisations or systems, and is under the obligation to reimburse the Company for any amounts to which he/she was entitled under this coverage. When travelling to European Union countries, the Insured must take with him/her the Social Security E-111 form or an equivalent document.**

4. Travel and accommodation for a companion for the Insured.

In the event that the Insured should be admitted to hospital for more than five days as a result of an accident or illness covered by the policy, the Company will take charge of the transfer of a person chosen by the Insured from the latter's habitual place of residence, duly covering the cost of the return journey to the place of hospitalisation and the accommodation expenses there, **up to a limit of €90/day, max. 10 days**. That person will be entitled, during his/her trip and period of stay, in order to accompany the Insured, to Medical Assistance outside his/her habitual country of residence in the event of Illness or Accident and to Health Transport and Repatriation in the event of Illness or Accident, as provided for in subsections 1 and 4 of this Article, for a period of not more than 14 days, and up to the limits provided for in this policy. This guarantee does not include the board expenses of the person transferred.

5. Extension of stay by the Insured as a result of illness or accident.

The Company will meet the cost of the accommodation for the Insured when, as a result of illness or accident during a trip and always subject to medical prescription, it were necessary to extend the period of stay away from his/her home for medical assistance **up to a limit of €90/day, max. 10 days**. **This guarantee does not include the board expenses of the Insured.**

6. Transport or repatriation of the deceased Insured and travel for a companion.

In the event of the death of the Insured, the Company will make the arrangements necessary for his/her transport or repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her habitual place of residence. Likewise, the Company will furnish a person resident in the habitual place of residence of the Insured with a return ticket from his/her habitual place of residence, in order to travel to the place where death occurred and, if possible, accompany the body of the deceased when he/she is repatriated. Such a person will be entitled, during the course of his/her travel and period of stay in order to accompany the Insured, to Medical Assistance outside his/her habitual country of residence in the event of Illness or Accident and to Health Transport and Repatriation in the event of Illness or Accident, as provided for in subsections 1 and 4 of this Article, for a period of not more than 14 days, and up to the limits provided for in this policy. **This guarantee does not include the board and/or accommodation expenses of the person transferred.** Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.

7. Emergency travel by the Insured in the event of the death of a relative.

When the Insured has to cut short his/her journey because of the death of a relative, the Company will meet the travel costs of the Insured and up to 2 companions (included in the same travel programme purchased jointly herewith, and that appear as Insured persons herein) to his/her habitual place of residence or to the place of interment in Spain, **whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip. . Expenses arising from early returns not requested or organized by the Company will not be reimbursable. The Insured must furnish documentary proof or certificates relating to the event that caused the journey to be cut short (death certificate).**

8. Emergency travel by the Insured in the event of the hospitalisation of a relative.

When the Insured has to cut short his/her journey because of the hospitalisation of a relative for at least one night due to accident or serious illness, the Company will meet the travel costs of the Insured and up to 2 companions (included in the same travel programme purchased jointly herewith, and that appear as Insured persons herein) to his/her habitual place of residence or to the place of hospitalisation in Spain, **whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip. . Expenses arising from early returns not requested or organized by the Company will not be reimbursable. The Insured must furnish documentary proof or certificates relating to the event that caused the journey to be cut short.**

9. Delivery of medicines.

The Company will take charge of delivering the medicines prescribed urgently by a doctor for the Insured during the trip and which cannot be found in the place where he/she is travelling or be replaced by medicines that have a similar composition. Under no circumstances will the Company meet the cost of the medicines.

10. Relay of urgent messages.

The Company will take charge of relaying the urgent messages of the insured parties, relating to any of the events covered by the policy.

COVERAGE FOR DELAYS

The guarantees relating to delays are set forth in this article and will be provided in accordance with the conditions set out below. **In all cases, the original certificate from the carrier referring to the occurrence of the delay must be furnished.**

1. Delay in the departure of the means of transport.

When the departure of the means of public transport contracted by the Insured for travelling is delayed by at least six hours, the Company will meet any additional costs (transport, hotel room and board expenses) incurred as a result of the delay. Such payment will be made on presentation of the relevant original invoices and according to the following scales:

- **Up to €30 in the event of delay of more than six hours.**
- **€30 more in the event of delay of more than twelve hours.**
- **€30 more in the event of delay of more than eighteen hours.**
- **€30 more in the event of delay of more than twenty-four hours.**

This guarantee duly excludes any delay that is a direct consequence of a strike called by employees belonging to the airline company, or to service companies subcontracted by the same, and/or the departure, stopover or destination airport for that flight.

LUGGAGE COVER

The guarantees relating to luggage and personal possessions that belong to the Insured persons are those listed in this article and will be provided according to the conditions set out below. **In all cases, the carrier's original certificate or the complaint form reporting the occurrence of the loss/accident must be furnished.**

1. Delay of luggage checked in.

In the event of a delay of more than twelve hours since the arrival of the flight in delivering the luggage checked in, the Company will pay up to a maximum limit of €120 for each Insured person, to purchase basic necessities (those items that prove essential while the Insured awaits the arrival of the delayed luggage), provided that the relevant original copies of the invoices are furnished.

2. Location and forwarding of luggage and personal belongings.

The Company will furnish the Insured with advice on reporting the robbery or loss of his/her luggage and personal belongings, and will collaborate in arrangements for locating them. In the event that the aforesaid belongings should be recovered, the Company will take charge of forwarding them to the Insured's scheduled travel destination or to his/her habitual place of residence. **In this event, the Insured is duly obligated to return any compensation received for the said loss, robbery or destruction in accordance with this policy.**

SPECIFIC EXCLUSIONS FROM THE LUGGAGE COVER.

On a general basis for all the guarantees in this cover, the following are excluded:

- a) **Goods, cash, tickets, credit cards, shares or bonds of any nature and professional material.**
- b) **Damage due to normal wear and tear inherent defects or the action of bad weather.**
- c) **Theft while camping, caravanning or in any portable accommodation.**
- d) **Breakages, unless these are caused by simple theft or burglary, or armed robbery.**
- e) **Damage to luggage that is not sufficiently well packaged or identified, as well as fragile luggage or perishable products.**
- f) **Those related to luggage that is not sufficiently well packaged or identified, as well as fragile luggage or perishable products.**

CIVIL LIABILITY COVER

The Company guarantees the Insured, upon payment by the latter of the corresponding premium, payment of the indemnities for which he/she may be held civilly liable under law for bodily or material damages and injuries unwittingly caused to third parties that occur during the effective period of this insurance contract, in accordance with the definitions, terms and conditions set forth in the policy and for events arising from the risks specified therein. Within the limit of €60,000, and provided that the object of the claim is included within the policy's coverage, the guaranteed benefits also include, even in the case of unfounded claims:

- a) **Setting up the judicial bonds required in order to guarantee performance of the results of the civil proceedings**
- b) **The court costs, which shall be forthcoming in the same proportion as that which exists between the indemnity the Company must satisfy, as envisaged under the terms of the policy, and the total amount for the Insured's liability in the incident.**

Save express agreement to the contrary, the Company shall assume the legal direction for dealing with the claim of the injured party, as well as the legal defence expenses thus incurred. The Insured must provide the collaboration necessary to facilitate the legal direction assumed by the Company.

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The aforementioned services will likewise be applied, with prior express agreement, in the case of criminal proceedings against the Insured or the employees thereof whose case arises during the exercise of their activities as such, with prior consent of the accused. Should legal proceedings against the Insured result in a verdict of guilty, the Company shall decide upon the advisability of lodging an appeal with the appropriate High Court. Should it deem the appeal to be inappropriate, it shall notify the interested party of this who shall be at liberty to lodge an appeal exclusively on their own account. In this latter case, should the appeal lodged result in a sentence favourable to the interests of the Company, the Company will be under the obligation to assume the cost arising from said appeal. When any conflict arises between the Insured and the Company, caused by the latter being required to uphold interests in the loss which are contrary to the defence of the Insured, the Company shall inform the Insured of this, without prejudice to taking such legal measures which, due to their urgent nature, may be required for the defence. In this case, the Insured may opt for the Company to continue the legal handling of the case or entrust their own defence to another person. In this latter case, the Company shall be under the obligation to pay the expenses of said legal handling up to the limit agreed in the Particular Conditions. **When an amicable settlement is reached in the civil proceeding, defence in the criminal proceeding is at the discretion of the Company and is subject to prior consent by the accused.**

The amount indicated in the Particular Conditions as the Insured Sum represents the maximum limit of compensation to be made by the Company in each loss for the whole of the compensations for bodily injuries or property damages and for damages, whatever the number of covers affected. The Company, within the limits and conditions of the policy, undertakes to pay the compensation within a period of five days, from the date of the signing of the settlement in the case of an out-of-court transaction, or from the date of demand in the enforcement of a judgement if there has been a court case. Should the Company not have performed reparation of the damage or paid the amount thereof in case within said period for an unjustified cause or a cause attributable thereto, the compensation will be increased by 20% annually. In the event of joint action by the Company and the Insured against a liable third party, the recovery obtained shall be shared between both in proportion to their respective interests.

SPECIFIC EXCLUSIONS FROM THE CIVIL LIABILITY COVER

No guarantee is provided for the consequences stemming from or produced by any of the following:

- a) Damage which has its origin in the breach of, or voluntary failure to observe, the rules of positive law or those governing the activities object of the insurance.
- b) Damage to goods or animals that are in the possession of the Insured, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate them.
- c) Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or unanticipated by the Insured.
- d) Damage caused by risk that should be the object of compulsory insurance coverage.
- e) Damage arising from the use and circulation of motor vehicles, and of the elements towed by, or incorporated into, the same.
- f) The contractual obligations of the Insured.
- g) Damage caused to ships, aeroplanes or any vessel designed to be stationed or navigate on water or in the air, or that caused by the same.
- h) Damage caused by the transportation, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- i) Payment of penalties and fines, as well as the consequences of failure to pay them and the setting up of court bonds to guarantee the criminal results of the proceedings.
- j) Liability arising from labour accidents sustained by personnel in the service of the Insured.
- k) Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.
- l) Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Insured, or which are in his/her possession or sphere of control.
- m) Financial losses that are not the consequence of a material damage covered by the policy, as well as the financial losses that are the consequence of a bodily injury or material damage not covered by the policy.
- n) Damage caused by engaging in obviously dangerous sports, such as mountaineering, underwater activities, shooting or similar.

GENERAL EXCLUSIONS

1. On a general basis for all the guarantees and coverage, the consequences of the following are excluded from the guarantee object of this contract:

- a) Those caused directly or indirectly by the bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions. The consequences of the actions of the Insured in a state of derangement or under psychiatric treatment are not covered either.
- b) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- c) Events arising from terrorism, mutiny or crowd disturbances.

- d) Events or actions of the Armed Forces or Security Forces in peacetime.
- e) Wars, with or without prior declaration, and any conflicts or international interventions using force or coercion.
- f) Those derived from radioactive nuclear energy.
- g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
- h) Unless expressly included in the Particular or Special Conditions and subject to payment of the pertinent surcharge premium:
 1. Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
 2. Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European territory, scuba diving, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, potholing, boxing, wrestling in any of its modes, martial arts, parachuting, hot-air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous save when cover has been expressly agreed upon and included in the Special Conditions of the policy.
 3. Participation in competitions or tournaments organised by sporting federations or similar organisations.
- i) Skiing and/or similar sports, unless coverage for it has been expressly agreed and included in the Special Conditions of the policy.
- j) The use, as a passenger or crew member, of aircraft not authorised for the public transport of travellers, as well as helicopters.
- k) Accidents occurred during the performance (whether or not remunerated) of a physical or manual risk activity, such as: driving of vehicles, use of machinery, loading and unloading, work on heights or in confined places, assembly of machinery, work on floating or underwater installations, chamber or open face mining, handling of chemical substances, work in laboratories of any kind and other dangerous activities.
- l) Illnesses or injuries arising from chronic ailments or from those that existed prior to the occurrence of the accident.
- m) Death as a result of suicide and the injuries or sequelae brought about by attempted suicide.
- n) Those derived from illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance.
- o) Those stemming from the rejection or deferral, on the part of the Insured or persons responsible for him/her, of the transfer proposed by the Company and agreed by its medical service.
- p) Rehabilitation treatments.
- q) Prostheses, orthopaedic, orthotic and osteosynthesis material, as well as spectacles.
- r) Claims arising directly or indirectly from complications occurring after the seventh month of pregnancy.
- s) Dental expenses in excess of €60, unless another limit is expressly indicated in the Particular or Special Conditions.
- t) Assistance or compensation for events that occurred during a trip that had commenced under any of the following circumstances:
 1. Before this insurance comes into force.
 2. With the intention of receiving medical treatment.
 3. After the diagnosis of a terminal illness.
 4. Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
- 2. In addition to the previous exclusions, the following benefits are not covered by this insurance:
 - a) The services arranged by the Insured on his/her own behalf, without prior communication to, or the consent of, MAPFRE Asistencia, except in cases of urgent necessity. In such an event, the Insured must furnish the Company with the original invoices and receipts.
 - b) Expenses that arise once the Insured is at his/her habitual place of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, once the dates of the trip object of the contract have elapsed or 90 days have elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Particular or Special Conditions.
- 3. The Company is exempt from liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.

PRESCRIPTION AND JURISDICTION

Actions related to this contract shall prescribe after five years, except those relating to Civil Liability coverage, in which case the period shall be two years. The prescription period shall commence as from the date on which actions may be performed.

The present contract is duly subject to Spanish jurisdiction and, to this end, the judge responsible for hearing any actions arising from the same shall be the one corresponding to the Insured's district. For this purpose, the latter shall designate an address in Spain, should his/her habitual address be abroad. Without prejudice to the provisions of the preceding section, in the event that some controversy should arise regarding the interpretation or performance of the present contract, the Policyholder, the Insured and the beneficiaries or their legal successors may lodge a complaint before **Mapfre's Complaints Department**, in accordance with the extract of the operational guidelines the Policyholder was provided with this contract. Solely with the express agreement of the parties may any differences stemming from the interpretation and performance of this contract be subjected to the judgment of arbitrators, in accordance with current legislation.

PROTECTION OF PERSONAL DATA

The Company shall process the data of the Policyholder, the Insured and/or beneficiaries, in accordance with current legislation. Given the type of policy involved, the Policyholder and the Insured grant the Company authorisation for the automatic processing of their personal data that proves necessary in order to provide the guaranteed benefits that make up this insurance contract and to use them for offering and contracting other products from Sistema Mapfre; to undertake statistical and loss rate studies, analyses to prevent fraud, analyses to prevent default payments and statistical studies for SISTEMA MAPFRE and/or UNESPA (Spanish Union of Insurance Companies). The Policyholder or, where appropriate, the Insured expressly waives the need to be informed whenever the Company passes on these data for the first time. The Policyholder assures the Company that it has the authorisation of the insured parties to communicate their data and those of possible third parties to the Company, so that it may make use of them in accordance with the stipulations of the previous paragraph. Moreover, by virtue of the policy benefits contracted, the Policyholder and, where appropriate, the Insured duly consent that the Company may communicate their data to other companies within its group or to other service providers with whom it has collaboration agreements, in order to enhance the provision of the guaranteed benefits contracted, whether they be Spanish or from other countries, respecting, in every case, the applicable Spanish regulations concerning the protection of personal data. Both the Policyholder and the Insured may modify, rectify or cancel their personal data by writing, enclosing a photocopy of their identity card, to Mapfre Asistencia, Calle Sor Angela de la Cruz, 6, 28020 - Madrid. The Company is exempted from any responsibility in those cases in which the cancellation of data by the Policyholder and/or Insured should impede the due provision of the services contracted with the Company.

IF YOU ARE NOT SATISFIED, COMPLAIN

WHO MAY COMPLAIN

- The insured, the policyholders and the beneficiaries of insurance policies taken out with MAPFRE, as well as their legal successors.
- Investors, participants and beneficiaries of individual pension plans and investment funds managed or promoted by, or deposited with MAPFRE, as well as their legal successors.

WHEN TO COMPLAIN

You may lodge a complaint whenever you feel that some decision adopted by MAPFRE does not respect the rights that duly correspond to you under the terms of the contract you entered into, provided that:

- there exists a formal decision by MAPFRE that denies you what, in your view, you are entitled to, or there is such a degree of inactivity as for you to consider that your rights have been infringed upon;
- it is not a question subject to, or already resolved by, a judicial, administrative or arbitration decision.

HOW TO COMPLAIN

- The complaint must be addressed to MAPFRE's Complaints Department (**Apartado de Correos 281 – 28220 Majadahonda - Madrid**).

- The complaint must be lodged in writing and must include your personal details, your address and the number of your policy or contract, as well as the facts that justify your complaint. In order to facilitate the complaints procedure, there are model forms for this purpose available at all our offices. Nonetheless, our Complaints Department shall also deal with complaints sent in any other written format.

HOW WE SHALL RESOLVE YOUR COMPLAINT

- The Complaints Department shall acknowledge receipt of your complaint and pass it on to the corresponding section of MAPFRE for due analysis.
- In any case, MAPFRE shall resolve your complaint within the following two months, once you have furnished all the necessary details.
- In those cases that, in accordance with our guidelines, warrant the intervention of the Commission for the Defence of the Insured, first of all you shall receive a proposed solution and you must then decide whether to accept it or request that your complaint be studied and resolved by the said Commission. In the letter in which we outline our proposed solution, we shall offer you clear guidelines on how to communicate your decision on the same to us.
- Should you not be in agreement with the solution offered by MAPFRE, you may seek redress by the legal channels open to you in order to defend your rights.

HELP US TO ASSIST YOU CORRECTLY

The Complaints Department is not a Customer Service Department for dealing with everyday issues related to the issuing of policies, payment of premiums or the processing of your claims; for these questions, you should go to any of the Company's offices or contact one of the Call Centers set up for this purpose, whose telephone numbers you are given when you take out one of our policies or contracts.