

ARAG Travel Assistance
Insurance to People
- Sports Travel Cancellation

This Insurance Contract is governed by the terms agreed in these General Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.

## **Definitions of interest**

#### Insurers

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

### Policyholder

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

### **Insured Party**

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

### **Policy**

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

### Premium

The price of the insurance will vary

according to the different coverage areas, which will be determined in the Particular Conditions of the policy. The receipt will also contain legally applicable surcharges and taxes.

### Family members

The INSURED PARTY'S spouse, de-facto partner or live-in partner, and relatives up to the third degree - parents, children, grandparents, grandchildren, siblings, uncle and aunts, nephews and nieces and in-laws - are considered the INSURED PARTY'S family.

### Serious illness

Serious illness is defined as an alteration of health, verified by a medical professional, requiring that the patient remain in bed or implying the cessation of any activity, professional or personal, seven days before the planned trip begins.

When the disease affects any of the aforementioned persons, other than the INSURED PARTY, the illness is considered serious when it implies, after taking out the insurance, hospitalisation or entails risk of imminent death, and this situation is maintained for the seven days prior to the trip.

### Serious accident

Serious accident is defined as a bodily injury that derives from a violent, sudden, external and unintentional action, verified by a medical professional, requiring hospitalisation or need for bed-rest; this situation has been maintained for the seven days prior to the trip and ARAG's medical team confirms that it prevents the Insured Party from travelling on the contracted dates

When the accident affects someone other than the INSURED PARTY, the illness is considered serious when it implies, after taking out the insurance, hospitalisation or entails risk of imminent death, and this situation is maintained for the seven days prior to the trip.

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# 1. Purpose of the insurance

ARAG guarantees, up to the limit specified in the Particular Conditions per booking and subject to the exclusions specified in these General Conditions, the cancellation expenses of a trip to attend a sporting event that are generated by the Insured Party and as invoiced according to the general conditions of sale, provided that the trip is cancelled before that event starts for one of the following reasons occurring after the taking out the insurance, preventing the Insured Party from travelling on the contracted dates and that are specified in article 7 of this contract. The registration fees for the sporting event will also be reimbursed.

# 2. Insured parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of Collective Policy.

## 3. Temporary validity

The policy must be contracted before the beginning of the trip. The duration

of the insurance coverage will be that specified in the Special Conditions.

## 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain, Europe or throughout the World, according to what has been specified in the Particular Conditions.

# 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities

If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. In any case, coverage will

take effect on midnight of the day the Insured Party pays the premium.

# 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that

entity would not have formalised it or it would have done so under more serious conditions

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk

### 7. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

### 7.1 Cancellation expenses

ARAG will reimburse, up to the limit indicated in the Particular Conditions the cancellation expenses of the Insured Party's registration to attend a sporting event that are generated by the Insured Party, invoiced according to the travel Agency or travel suppliers' general conditions, including administrative fees, provided that the Insured Party has cancelled before the

start of the event and for one of the following reasons affecting the Insured Party, occurring after the taking out the insurance, preventing them from travelling on the contracted dates to said sporting event.

- 1. Due to death, hospitalisation of at least one night, serious illness or serious bodily injury of:
- a) The Insured Party or any of their relatives, understood as such in accordance with this Policy's General Conditions
- **b)** Of the person responsible for, during the trip, the Insured Party's children or disabled people under their care.
- c) Of the Insured Party's direct substitute in their job, provided that this circumstance results in the requirement from the Company in which they are employed preventing them from making the trip.

For the Insured Party, "Serious illness" is defined as an alteration of health requiring hospitalisation or the medical need for bedrest, within the seven days prior to the trip and which medically prevents the commencement of the travel on the scheduled date.

For the Insured party, "Serious accident" is defined as non-intentional bodily harm inflicted on the victim, occurring from a sudden external action and which, in the opinion of a medical professional, results in the impossibility of the Insured party to commence the travel on the scheduled date, and for any of the aforementioned relatives it entails risk of death.

For any of the aforementioned persons, other than the Insured Party, an illness is considered serious when it implies hospitalisation for at least one night or the medical need for bedrest for a period of at least three days, provided that either case occurs within 7 days prior to departure, or when the illness entails risk of imminent death.

- 2. Any muscle or other injury that prevents the Insured from participating in the sports competition. To facilitate Insurer's Medical Services the assessment of whether the extent of said injury is cause for cancellation, Insured Party must provide the the appropriate documentation (for example, copies of any MRIs, Electromyographies or CT scans that facilitates evaluation of the integrity/ pulled or strained muscles).
- **3.** Insured Party being summoned as a witness or to serve on a jury in court.

- **4.** Being selected as a polling station staff member for state, autonomous or municipal elections.
- **5.** If the dates of any public examinations summoned through a public body that the Insured Party will sit are announced after the insurance has been taken out. This may also affect the Insured Party as a member of the Tribunal for these exams
- **6.** Serious damages to the Insured Party's main or secondary residence, or professional premises if they are the direct operator or self-employed, caused by fire, explosion, robbery or by the force of nature and their presence is essential
- 7. Due to dismissal of the Insured party. In no case will this insurance be used upon termination of an employment contract, voluntary resignation or failure to pass a trial period. In all cases, the insurance must have been signed before a written notification of the dismissal was given to the employee by the Company.
- **8.** The Insured party starting a new job, in a different company with an employment contract of longer than one year and provided that the incorporation occurred after registration of the travel and, therefore, after taking out this Insurance policy.

- **9.** When the Insured party must pay more than € 600 to the tax department the Ministry of Economics and Public Administrations because of their end of year tax declaration.
- **10.** Act of aerial, terrestrial or naval piracy that makes it impossible for the insured party to start their trip on the scheduled dates and participate in the sports event.
- 11. A call for the surgical intervention of the Insured party, including any prior medical tests that need to be carried out for such an intervention. (Including organ transplantation as a recipient or donor).
- **12.** A call for medical tests for the insured party or their first or second degree relative, made by the Public Health System as a matter of urgency, provided they are justified by the seriousness of the case.
- 13. Serious complications in pregnancy where medical recommendations require the Insured Party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, and provided the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk.

- **14.** Police arrest of the Insured Party occurring after the insurance has been taken out, and coinciding with the dates of the sports event.
- **15.** Judicial summons for proceedings of a divorce that was agreed after the registering for the sports event and coinciding with the dates of that event.
- **16.** An urgent requirement to join the armed forces, police or fire services, as long as the incorporation is notified after the insurance policy has been taken out.
- **17.** Attendance at a wedding, christening or communion by the Insured Party or by any of their family members, these being considered to be those defined in these General Conditions

In any case, this insurance must be contracted on the day the reservation is confirmed.

Specific exclusions for this sports travel cancellation insurance:

The following are not covered by this insurance policy:

In addition to that indicated in Article 8, Exclusions of these General insurance Conditions, travel cancellations because of the following reasons are not covered:

- a) Aesthetic treatments, treatments, recommendations against travelling by air, not or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain voluntary interruption areas, alcoholism, of pregnancy, consumption of drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated.
- b) Psychic, mental or nervous illnesses and depressions that do not require hospitalisations, or do so but for less than seven days. Preexisting ailments or pre-existing or chronic illnesses, as well as their consequences.
- c) Illnesses that are being treated or that require medical attention within 30 days prior to either the date the trip was reserved or the date the insurance was taken out.
- d) Having participated in gambling, contests, duels, crimes or fights except in cases of self-defence.
- e) Epidemics, pandemics, medical quarantine, pollution and natural

- catastrophes, either in the country of origin or destination.
- f) War (civil or foreign), declared or not, riots, popular movements, acts of terrorism, any effects from a source of radioactivity, as well as the conscious disregard of official prohibitions.
- g) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.
- h) Intentional acts, as well as selfharm caused intentionally, suicide or attempted suicide.

## 8. Exclusions

The agreed insurance does not include:

- a) Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.
- b) Pre-existing ailments and preexisting or chronic illnesses, as well as their consequences, suffered by the Insured party prior to taking out the insurance policy, or when applicable, those suffered prior to the last insurance extension, are

excluded.

- c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.
- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- f) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, skiing and any other winter sport or those called adventure activities (including hiking, trekking and similar activities) and the rescue of people at sea or in mountains or deserts.
- g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive

radiation, natural catastrophes, military actions, riots or terrorist acts.

 h) Any type of medical or pharmaceutical expense of an amount lower than that stipulated in the Particular Conditions of the policy.

9. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.

If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

# 10. Declaration of an incident

When an incident requiring the use of this policy occurs the Insured Party must expressly notify ARAG through the internet address (link) specified in the Particular Conditions of this contract, where they must indicate the reason for the request and complete the relevant form to enable us to provide the guaranteed service.

If, acting in bad faith, the Insured Party submits false statements, exaggerates the amount of damages, intends to destroy or dispose of objects that existed before the claim was made, conceals or removes all or part of the insured objects, or uses inaccurate documents or fraudulent means to accredit or support the claim, this shall constitute grounds for rejecting the claim and all rights to compensation shall be lost.

# 11. Additional provisions

ARAG will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.

When the direct intervention of the Insurer is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.

## 12. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable

third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by the Insurer against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

## 13. Prescription

The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

## 14. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed.

If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

In any case, ARAG reserves the right to request the Insured to present of

reasonable proof or documentary evidence for the purpose of completing the payment of the requested provision.

## 15. Complaints

ARAG S.E., Subsidiary in Spain, has assigned the Customer Service Department (c/Roger de Flor, 16, 08018- Barcelona, e-mail: dac@arag.es, website: www. arag.es) to address and resolve any complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.

In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 or 952 24 99 82, web: www.dgsfp. mineco.es).

