



**GENERAL CONDITIONS OF POLICY NUMBER: 8-10.407.866-S**

**This coverage is valid exclusively for trips with round trip air ticket, issued by Plus Ultra, and lasting less than or equal to 40 days.**

***INSURANCE POLICY FOR EXPENSES CAUSED BY THE CANCELLATION OF JOURNEYS***

**INTRODUCTION**

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This insurance contract is governed by the terms established in:

- Spanish Act 50/1980 of 8 October on Insurance Contracts (Official Journal of 17 October 1980).
- The Particular Conditions, Special Conditions and General Conditions of the policy and any Supplements added to complement or modify it.
- Spanish Act 26/2006 of 17 July, on the Brokering of Private Insurance and Reinsurance (*Ley de Mediación de Seguros y Reaseguros Privados*).
- Royal Legislative Decree 6/2004, of 29 October, approving the revised text of the Organisation and Supervision of Private Insurance Act (*Ley de Ordenación y Supervisión de los Seguros Privados*).
- Royal Decree 2486/1998, of 20 November, approving the Regulation for the Organisation and Supervision of Private Insurance (*Reglamento de Ordenación y Supervisión de los Seguros Privados*).

And any other provisions that update, complement or amend these rules.

Any discrepancies between the Policyholder, Insured and/or Beneficiary of a policy and the Insurer, notwithstanding the fact that they may resort to any administrative or court proceedings deemed appropriate, may be resolved by presenting the corresponding grievance or complaint to the Client Service Department (*Departamento de Atención al Cliente, Avda. Alcalde Barnils, no. 63, Sant Cugat del Vallès, 08174, Barcelona*) or, if applicable, before the Ombudsman (*Defensor del Cliente, Apdo. Correos 101, Sant Cugat del Vallès, 08171, Barcelona*), under the conditions and within the periods of time detailed in the institution's Regulations

approved by the Insurer, available to policyholders, insured and/or beneficiaries at the offices of the insurance company.

Should the grievance or complaint be rejected, or two months after it has been presented without this being resolved, and notwithstanding the possibility of bringing any administrative or court proceedings deemed appropriate, the claimant may address the Commissioner for the Defence of Insured Parties and Pension Fund Participants (*Comisionado para la Defensa del Asegurado y Partícipe de Planes de Pensiones, Paseo de la Castellana, no. 44, 28046, Madrid, Spain*).

## DEFINITIONS

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### **Policyholder**

PLUS ULTRA LÍNEAS AÉREAS, S.A., the legal entity which, together with the Insurer, enters into this policy and which holds the obligations resulting therefrom except those which, due to their nature, must be fulfilled by the Insured.

### **Insured**

The natural person or legal entity which owns the interest covered by the insurance and which, in the absence of the Policyholder, assumes the obligations resulting from the contract. Only those deemed to be passengers of PLUS ULTRA LÍNEAS AÉREAS, S.A. shall be considered as Insured, on the list provided by the Policyholder to the Insurer as acquirers of airplane tickets.

### **Insurer**

OCCIDENT GCO, S. A de seguros y reaseguros, (Sociedad Unipersonal). The Company that assumes the contractually agreed risk. Hereinafter called "the Insurer".

### **Companion**

Any person other than the Insured and relatives registered on the same booking for the journey.

### **Beneficiary**

Any individual or legal person entitled to compensation.

### **Policy**

The document that contains the conditions governing the insurance policy. The following form an integral part of the policy: the General Conditions; the Particular Conditions that individualise the risk; the Special Conditions, if applicable, and the Supplements or Appendices that are issued for the policy in order to complement or modify it.

### **Sum insured**

The amount established by Policyholder in each section of the policy that constitutes the maximum compensation to be paid for all concepts by the Insurer in the case of a loss. **The sum insured of this policy is equivalent to the amount for the airplane ticket acquired from PLUS ULTRA LÍNEAS AÉREAS, S.A., which is the maximum limit of compensation per loss and per Insured.**

**Loss**

The series of losses or damage which may be totally or partially entitled to compensation through the policy resulting from the same non-excluded cause occurring within the period of time the policy is valid.

**Deductible**

The specifically agreed amount that will be deducted from the corresponding compensation in each loss.

**Premium**

The price of the insurance. The invoice shall also include any legally applicable surcharges and taxes.

**Journey**

**Each airplane journey with the Plus Ultra airline whose origin or destination is an airport in Madrid (Spain), Tenerife (Spain), Caracas (Venezuela), Quito (Ecuador), Guayaquil (Ecuador), Lima (Perú), Bogotá (Colombia), Cartagena (Colombia), Santo Domingo (República Dominicana) and Samaná (República Dominicana).**

**Theft**

The theft or illegitimate appropriation of goods owned by the Insured, carried out or attempted by third parties for reasons of profit, against the will of the Insured by means of acts that may imply force or violence against objects. **The following are not considered to be theft: hold-up, burglary, larceny or undue appropriation; i.e. any kind of theft that does not imply force or violence against objects.**

**CONDITIONS OF THE CONTRACT**

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The application and questionnaire completed by the Policyholder, as well as the proposal made by the Insurer, if applicable, in conjunction with this policy, constitute a single fundamental unit of the insurance policy which only covers, within the agreed limits, the goods and risks specified therein. Should the content of the policy differ from the proposed insurance policy or from the clauses agreed, the Policyholder may, within one month from the policy being handed over, ask the Insurer to correct this discrepancy. Should no demand be made before the end of this period, the terms of the policy shall apply.

Notwithstanding the rest of the terms and conditions in the policy, it is important to note the following as fundamental conditions of this contract:

<b>The cover granted by this policy is valid exclusively for those airplane journeys whose date of purchase lies between 01<sup>th</sup> march 2024 and 31<sup>st</sup> december 2024</b>
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<b>The cover granted by this policy contains exclusions related to pre-existing illnesses.</b>
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## OBJECT OF THE INSURANCE POLICY

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### ARTICLE 1

To guarantee, up to the limit of the sum insured, the amount of the airplane ticket acquired from PLUS ULTRA LÍNEAS AÉREAS, S.A. should the journey be cancelled during the protection period of the policy and whose cause is one of those contained in article 2 of these General Conditions. This amount must be certified by means of invoices from the supplier of the services or similar documents and must have been actually paid.

**No cost other than that of the airplane ticket is included in the amount insured. The following are not included in this cover: costs of food, accommodation, alternative journeys and other similar costs other than the cost of the airplane ticket.**

Compensation shall always be paid in accordance with that stipulated as penalty charges by the Act Regulating Combined Journeys 21/1995 of 6 July 1995 in article 9, point 4, paragraph a. The range of penalties provided by Act 21/1995 covered by the policy is as follows (except for the price of the insurance policy or policies, which cannot be refunded in any case):

- 5% if the cancellation occurs between 15 and 11 days prior to the date the journey starts.
- 15% between 3 and 10 days.
- 25% within 48 hours prior to departure.
- 100% in the case of a no-show at departure.

For the insurance policy to be valid, cancellation must be notified at the time when the fact occurs causing such cancellation or maximum within the next 24 hours. Should this obligation not be fulfilled, the Insurer is entitled to pay the compensation that would correspond as a penalty on the part of the service provider as if the cancellation had been notified within the period specified.

Compensation in the cancellation insurance policy shall be determined based on the first date of the event that prevents travel specified in the justifying documentation.

**Should the insured contingency be part of a claim against other insurance contracts, this claim shall be considered as a priority and must be carried out.**

## COVERS

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### ARTICLE 2

The events that give rise to a refund of the airplane ticket under the agreed conditions are those specified below, provided these events occur after the journey has been booked and directly affect the Insured:

Cover 1: Serious illness, serious accident or death of:
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- The Insured, his/her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law or common law partner.
- The companion of the Insured, registered in the same booking.
- The direct substitute in the company where the Insured works during the period of absence caused by the journey.
- The person who has custody over any elderly, disabled or younger individuals when this custody is taken out during the period of absence caused by the journey.

For the purposes of the insurance cover, the following definitions shall be used:

Serious illness on the part of the Insured: an alteration in health, confirmed by a medical professional, that forces the sick person to remain in bed and which means that any activity must be stopped, professional or private.

Serious accident on the part of the Insured: any bodily injury that results from a violent, sudden, external cause that is not intentional on the part of the injured person whose consequences prevent the Insured from travelling as normal from his/her habitual abode.

**When the illness or accident affects any of the aforementioned persons other than the Insured, this shall be understood as serious when it involves hospitalisation or risk of imminent death.**

**The consequences are excluded of any sudden illness or accident prior to the date the insurance policy comes into effect or resulting from pre-existing illnesses.**

**Insured death that gives entitlement to compensation, in accordance with the terms and conditions of this insurance policy, must have occurred maximum 10 days before the date the journey begins and always after the insurance policy has come into effect.**

Cover 2: Serious damages as a consequence of theft, fire or other similar causes that affect:
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- The habitual and/or second residence of the Insured.
- The professional premises where the Insured carries out his/her liberal professional or which he/she exploits directly (management).

And which necessarily entail the presence of the Insured.

Cover 3: The Insured being dismissed from his/her job, provided no verbal or written notification had been given before the insurance policy came into effect.

Cover 4: The Insured starting a new job in a different company with an employment contract and provided this occurs after the insurance policy has been taken out and the Insured was not aware of this change on the date the booking was made.

Cover 5: The Insured being called as a party to or member of a jury or witness in a court of law.

Cover 6: The Insured being called as a member of an electoral board.

Cover 7: The Insured being called to take official civil servant examinations held at a public body after the insurance policy has been taken out.

Cover 8: Expenses due to giving up the journey and/or accommodation taken out by the Insured for a third person provided the circumstances of this cancellation are covered by this insurance policy.

The Insurer shall pay the expenses for this cancellation up to a maximum limit of 5% of the price of the journey and/or accommodation.

Cover 9: Acts of piracy in the air, on land or sea that prevent the Insured from starting or continuing the journey. **All terrorist acts are excluded.**

Cover 10: Theft of documentation or baggage that prevents the Insured from starting or continuing the journey.

Cover 11: The Insured becoming aware, after making the booking, that he/she must make a parallel income tax return whose amount to be paid exceeds €1000.

Cover 12: Due to a breakdown or accident involving the vehicle owned by the Insured or his/her spouse which duly prevents the Insured from starting or continuing the journey.

**This cover is limited to invoices for repairing the vehicle in excess of €1000 and/or a repair period, certified by an expert, in excess of 12 hours.**

Cover 13: The Insured not being granted visas due to unjustified causes.

**This cover is expressly excluded should the Insured not have carried out the due procedures within the period of time and in the manner required in order to have the visas granted.**

Cover 14: Mandatory relocation of the Insured for a period longer than 6 months.

Cover 15: An unexpected appointment for surgery involving:

- The Insured, his/her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law or common law partner.
- The companion of the Insured, registered in the same booking.

Cover 16: Complications during pregnancy or miscarriage on the part of the Insured.

**Births and complications during pregnancy are excluded as from the 5th month of gestation, as well as the simple notification of being pregnant after the insurance policy has been taken out.**

Cover 17: Medical quarantine affecting the Insured.

Cover 18: Official declaration of a catastrophic zone for the Insured's place of residence or the journey's place of destination. Also covered is the official declaration as a catastrophic zone of the place of transit to the destination, provided this is the only way to access the destination.

Cover 19: Obtaining a journey and/or accommodation similar to that booked, free of charge, in a public lottery and before a notary.

Cover 20: The police detaining the Insured due to non-criminal causes.

Cover 21: The Insured being summoned for divorce proceedings.

Cover 22: The Insured being given a child for adoption.

Cover 23: The following being called for an organ transplant:

- The Insured, his/her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law or common law partner.
- The companion of the Insured, registered in the same booking.

Cover 24: The Insured being given an official grant for studies or work longer than one month and granted after the journey has been booked.

Cover 25: Any illness or accident affecting the Insured or first degree relatives of the Insured under 2 years of age and which, in the opinion of a medical service, mean that it would not be suitable to carry out the journey.

Cover 26: The Insured being called to present and sign official documents known and notified in writing after the journey has been booked.

Cover 27: Judicial order of receivership or bankruptcy of a company that prevents the Insured from carrying out his/her professional activity notified in writing after the journey has been booked.

Cover 28: Extension of the employment contract of the Insured notified after the insurance policy has been taken out.

## **RISKS EXCLUDED**

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### **ARTICLE 3**

**This policy does not cover the following:**

- 1. Consequences resulting from facts caused intentionally by the Insured or the beneficiaries of the policy.**
- 2. Consequences resulting from facts due to breach of contract by PLUS ULTRA LÍNEAS AÉREAS, S.A., whatever the cause thereof.**



3. **Cancellation expenses for journeys acquired after the expiry date of the policy, as well as expenses for the interruption or postponement of journeys.**
4. **Expenses that can be recovered and those expenses that would still have been incurred even if the journey had not been cancelled.**
5. **Any consequential loss.**
6. **Consequences resulting from facts related to the consumption of toxic drugs, alcohol or narcotics that have not been medically prescribed.**
7. **Consequences resulting from facts originating in an act of reckless or gross negligence, as well as those resulting from criminal acts and from participation in bets, challenges or disputes, except in the case of legitimate defence.**
8. **Consequences resulting from malicious acts, self-harm, suicide, epidemics, pollution, civil or international war whether or not officially declared, uprisings, insurrection, closing of borders, strikes, rebellion, revolution or terrorist acts and causes resulting from these, nuclear reaction or radiation or radioactive contamination.**
9. **Consequences resulting from facts originating in not complying with official prohibitions.**
10. **Consequences resulting from facts originating in the lack or impossibility of vaccination or monitoring of medical treatment required to travel to certain countries.**
11. **Consequences resulting from facts originating in failing or forgetting to present and/or the expiry of documents necessary for travel such as a passport, visa (except when this has not been granted due to unjustified causes), tickets or permits.**
12. **Consequences resulting from facts originating in any meteorological contingency that results in the activity planned for the journey not being able to take place, except for the cover regarding the official declaration of a catastrophic zone.**
13. **Any cause that is not proven by means of all the certifying documentation verifying the reason for cancellation.**
14. **Any illness of a non-serious nature defined in article 2 of cover 1, except those specifically covered.**
15. **Expenses resulting from the cancellation, interruption or postponement of journeys that do not comply with the definition of journey contained in the definitions section of these General Conditions.**

#### **GEOGRAPHICAL SCOPE**

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#### **ARTICLE 4**

The covers in this policy shall be valid for the whole **World** according to the destination taken out.

## **DURATION OF THE COVER**

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### **ARTICLE 5**

The cover of the insurance policy expires the same date as that stated on the airplane ticket covered by this insurance policy.

## **OBLIGATIONS OF THE POLICYHOLDER, INSURED OR BENEFICIARY IN THE CASE OF A LOSS**

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### **ARTICLE 6**

As soon as the fact occurs that results in a loss, the Insured or the Beneficiary must notify PLUS ULTRA LÍNEAS AÉREAS, S.A., Policyholder of the policy, of this fact in order to mitigate the consequences thereof. All notifications must be made to the management and the contact details of PLUS ULTRA LÍNEAS AÉREAS, S.A., which can be consulted on the website of the Policyholder, [www.plusultra.com](http://www.plusultra.com).

The date of cancellation of the accommodation or journey shall always be the date specified on the documents justifying the loss (medical certificate, death certificate, hospitalisation report, etc.).

Should there be more than one cause that results in a loss, the first that occurs and is certified by the Insured, Policyholder or Beneficiary of the policy shall be the one taken as the cause thereof.

The Insured or the Beneficiary or the Policyholder must notify the Insurer that the loss has occurred within a maximum period of 7 days after its occurrence.

To receive compensation the Insured or Beneficiary must provide the original, dated documents that reasonably certify the fact that has caused the loss and are requested by the Insurer, such as, in the case of:

- Serious illness or accident:
  - o Medical certificate from the professional attending the person whose illness or accident has led to the loss. (The official medical certificate is excluded for this cover).
  - o Documents certifying the individual's relationship with the Insured, if applicable.
- Death:
  - o Death certificate.
  - o Documents certifying the individual's relationship with the Insured, if applicable.
- Announcements included in the insurance policy: official certificates, written notifications.
- Rest of covers: official certificates, original invoices, police statements or any original documents certifying the cause of the loss. In the case of theft, in addition to the corresponding statements, the replacement of the elements stolen shall also need to be certified, if requested by the Insurer.

In any case, the Insurer shall also request, in addition to the documents sent by PLUS ULTRA LÍNEAS AÉREAS, S.A., any documents showing the date the journey and/or accommodation



was booked, as well as the cost, period thereof, etc. and the invoice for real penalty costs established by PLUS ULTRA LÍNEAS AÉREAS, S.A. in accordance with current legislation.

<b>COVER FOR ASSISTANCE DURING TRAVEL AND LUGGAGE</b>
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## **DEFINITIONS**

By means of this cover, the Insurer undertakes to provide the services described in the following clauses provided the expenses caused by cancelling the journey are insured by OCCIDENT GCO, S. A de seguros y reaseguros, (Sociedad Unipersonal). **Otherwise this cover will not be valid.**

An essential condition for providing the services described in the following clauses is that the Insured request these via the telephone number of the Permanent 24-hour Hotline:

PHONE NUMBER: + 34 91 572 44 27

## **GUARANTEES REGARDING THE INSURED**

### **Territorial and Temporary Scope**

These guarantees will be valid both in Spain and in the rest of the world. The validity of the coverage begins and expires at the airport of destination. Coverage begins once the air journey is completed in the outbound journey and the coverage expires once the pre-flight check-in process has been completely completed on the return trip.

#### **1.1) Medical transport or repatriation of the wounded or sick**

Should the Insured suffer an illness or accident whose treatment requires, in the opinion of a doctor, their medical transport to another location, the Insurer will organise and take charge of the transport thereof via the most suitable means, even under medical supervision if applicable, to the Hospital Centre with the facilities required.

Should hospitalisation be carried out in a location that is not the Insured's domicile, the Insurer will organise and will also take charge of the subsequent transport to the domicile as soon as this can be carried out.

When the urgency and gravity of the case so requires, the means of transport used in Europe and countries on the Mediterranean will be special medical plane.

In other cases, or in the rest of the world, this will be carried out by a regular airline plane or by the fastest and most suitable means, depending on the circumstances.

In any case, the Insurer's medical team will decide whether to transfer the Insured and will choose the means of transport employed.

#### **1.2) Transport or repatriation of minors**

If the Insured repatriated or transferred due the application of cover 1.1) is travelling in the sole company of children aged under 10, the Insurer will organise and take charge of a return trip for a hostess or person appointed by the Insured to accompany the children on their return trip to their domicile.

#### **1.3) Transport of a relative in the case of hospitalisation**

If the condition of the sick or injured Insured requires hospitalisation for a period longer than 10 days, the Insurer will provide a relative of the Insured or a person appointed by the latter with a return ticket so that they can accompany the Insured when they are repatriated.

Should the companion need to stay at a hotel, the Insurer will organise and take charge of the accommodation expenses up to 60 euros per night and for a maximum period of 3 nights.

#### **1.4) Medical, surgical, pharmaceutical and hospitalisation expenses abroad**

If, as a consequence of an illness or accident, the Insured needs medical, surgical, pharmaceutical or hospital assistance, the Insurer will take charge of:

- a) Medical and surgical expenses and fees
- b) The costs of pharmaceutical products or services prescribed by a doctor
- c) Hospitalisation costs.

The maximum amount covered by the Insurer for all the aforementioned expenses **occurring abroad is 20,000 euros.**

#### **1.5) Convalescence at a hotel**

If, as prescribed by a doctor, and in accordance with the Insurer's medical team, the sick or injured Insured cannot return to their domicile and therefore must prolong their stay at a hotel, the Insurer will organise and take charge of the accommodation expenses up to the amount of 60 euros per night and a maximum of 3 nights.

#### **1.6) Transport or repatriation of deceased and of accompanying Insured persons**

In the case of the death of the Insured due to unintentional causes, the Insurer will organise and take charge of the body up to the place of burial in the country of origin.

It will also cover the expenses of post-mortem treatment and preparation of the body according to legal requirements, with a limit of 600 euros.

The Insurer will organise and take charge of the return to domicile of the Insured persons accompanying the deceased Insured at the time of his/her death if they cannot return via the originally planned means.

Burial and ceremony costs are not covered by the Insurer in any case.

#### **1.7) Search for and transport of luggage and personal effects**

In the case of theft of luggage and personal effects, the Insurer will provide the Insured with advice for officially reporting the facts.

Both in this case and in the case of a loss or removal of these belongings, if they are recovered, the Insurer will take charge of them being sent to the place where the Insured is located or to the Insured's domicile.

#### **1.8) Transmission of messages**

The Insurer will take charge of transmitting urgent messages that, due to incidents under these covers, the Insured may need to send.

### **1.9) Sending of medication**

When the Insured needs medication that is essential for a medical treatment, duly prescribed by a doctor, which does not exist in the place where the Insured has travelled to, the Insurer will take charge of sending the medication to this place.

The costs of the medication are not covered and must be paid by the Insured when this is delivered.

### **1.10) Service of information for travelling abroad**

At the request of the Insured, the Insurer will provide information regarding:

a. Vaccines and visa applications for foreign countries, as well as those requirements specified in the latest publication by the T.I.M. (Travel Information Manual).

The Insurer will not be liable for the accuracy of the information contained in the T.I.M., nor for any variation that may occur in the aforementioned publication.

b. Addresses and telephone numbers of the Spanish Embassies and Consulates throughout the world.

### **1.11) Medical hotline**

By means of this cover, the Insurer undertakes to advise the Insured by telephone, via a service available 24/7, 365 days a year, on any matter related to:

a. Information on clinical and diagnostic aspects and possible therapies for complaints and illnesses that have been diagnosed.

b. General guidance regarding the most suitable public or private health facilities to resolve the Insured's health problems.

c. Advice on health education that increases the effectiveness of treatment proposed by the Insured's doctor.

d. Resolving doubts when following a treatment recommended by the Insured's doctor, as well as the rules regarding administration and possible side effects of the drugs prescribed.

### **1.12 - Covers regarding luggage and personal effects checked**

#### **1.12.1 - Delay in delivering luggage**

For luggage checked in on regular airline flights, if the airline incurs a delay of more than 12 hours in delivering the luggage, the Insurer will take charge of the expenses for essentials up to a maximum of 90 euros against the presentation of invoices and a document issued by the airline certifying the delay.

In no case can this compensation be added to the compensation for loss, damage or theft of luggage or personal effects.

#### **1.12.2 - Loss, damage or theft of luggage or personal effects checked**

If, during a journey, the luggage checked in or personal effects contained therein are permanently lost or severely damaged, either due to a cause attributable to the transport company or due to theft, the Insurer guarantees the payment, as compensation, up to the value declared before the check-in process of the luggage with a maximum of 1,200 euros per Insured.

To be eligible for this compensation, the loss must be certified by means of a document provided by the transport company, if the loss is due to the later, or in the case of theft by the official report made to the competent authority. In both cases a detailed list, with values, of the objects lost or stolen and the declaration of value that was formalized before the check-in process of the luggage will be required. In case of absence of a declaration of value, the maximum indemnification is limited to 300 euros per Insured.

#### **EXCLUSIONS TO THE COVER REGARDING PEOPLE**

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- **Medical, surgical, pharmaceutical and hospitalisation expenses in the country of origin.**
- **Relapses of chronic illnesses and situations resulting from complaints or conditions existing prior to starting the journey.**
- **Aesthetic treatments and all kinds of prosthesis, lenses and orthopaedic apparatus in general.**
- **Births and complications in pregnancy as from the 6th month, as well as regular obstetric check-ups.**
- **Mental illnesses and the consequences of the consumption of alcohol and/or drugs, as well as illnesses and injuries caused intentionally by the Insured to him/herself and those resulting from criminal action carried out by the latter.**
- **Consequences resulting from the practice of dangerous sports or rescuing people from the sea, mountain or desert.**

**The compensation established in the covers will be, in all cases, complementary to any contracts that may exist covering the same perils, to the provisions of Social Security or any other collective benefit scheme.**

#### **EXCLUSIONS TO THE COVER REGARDING LUGGAGE AND PERSONAL EFFECTS**

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- **Damage and loss resulting from the insured objects being misplaced, forgotten or exchanged.**
- **Damage, loss or theft of cash, bank notes, titles, securities, travel tickets, postage stamps and collections.**
- **Breakage of fragile objects such as objects made from glass, porcelain, marble, cast mirrors, pottery and similar, unless this breakage comes from a case of *force majeure*: theft, force, aggression, fire, collision, derailing, running aground.**
- **Losses occurring when the luggage is under control of the passenger.**

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**GENERAL EXCLUSION APPLICABLE TO ALL COVERS OF THE INSURANCE POLICY**

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**Exclusion of Contagious Diseases in the context of Pandemic / Epidemic:** all damages, liabilities, claims, costs or expenses of any nature that, directly or indirectly, have been caused by a Contagious Disease or result or are derived from or in connection with a Contagious Disease or from the fear or threat (real or perceived) of a Contagious Disease. Contagious Disease is understood to be any disease that can be transmitted from one organism to another by means of any substance or agent when:

- a) the substance or agent is, without limitation, a virus, bacterium, parasite or other organism or any variation thereof, whether it is considered alive or not, and
  - b) the method of transmission, direct or indirect, includes, without limitation, transmission by air, transmission by bodily fluids, transmission by or to any surface or object, whether solid, liquid or gaseous, or between organisms, and
  - c) the disease, substance or agent may be the cause or threat of damage to the health or well-being of persons or may be the cause or threat of damage, deterioration or loss of value, marketability or use of goods and
  - d) the disease is framed in the context of an Epidemic or Pandemic, declared as such by the World Health Organization or any governmental or health authority of the place where the accident occurred.
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## **LOSSES - CANCELLATION**

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- The Policyholder, the Insured or the Insurer may cancel the contract after each notification of a loss, regardless of whether this has led to compensation being paid.
- The party that decides to cancel the policy must notify the other party of this cancellation by registered letter within thirty days of the notification of the loss, if there has been no compensation, or within thirty days of the payment of the settlement if there has been compensation. This notification must take place at least fifteen days before the cancellation is to take effect.
- If the decision to cancel the contract has been taken by the Policyholder or Insured, the Insurer shall be entitled to keep the premiums paid for the period underway.
- If the entitlement to cancel the contract is exercised by the Insurer, it must refund to the Policyholder or Insured the part of the premium corresponding to the time between the date the cancellation comes into effect and the expiry of the insurance period covered by the premium already paid.
- Cancellation of the contract carried out in accordance with that specified in this condition shall not alter the respective rights and obligations of the parties regarding any losses declared.

## **INTEREST FOR LATE PAYMENT**

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If the Insurer is late in complying with the benefit, the compensation for loss or injury, although the clauses that are most beneficial for the Insured shall be understood as being valid, the following rules shall apply:

- In general, it shall affect delay by the Insurer with regard to the Policyholder or Insured.
- It shall apply to any delay in settling the compensation by means of payment or repair or replacing the object affected by the loss and also any delay in the payment of the minimum amount that might be owed by the Insurer.
- It shall be understood that the Insurer has incurred in a delay when it has not complied with its benefit within a period of three months as from the date the loss occurred or has not paid the minimum amount of what it might owe within forty days as from receiving the loss statement.
- The courts shall be responsible for imposing compensation for delay and this shall consist of the payment of annual interest equal to the legal interest rate current at the time when it is due, increased by fifty percent; this interest shall be incurred by day, without the need for any legal claim. However, two years having passed since the loss occurred, the annual interest cannot be less than twenty percent.
- In the repair or replacement of the object affected by the loss, the initial basis for calculating interest shall be the amount for this repair or replacement, without the lack of liquidity preventing interest from accruing as from the date referred to in the subsequent section. In other cases the compensation due or the minimum amount of what the Insurer might owe shall be the initial basis for the calculation.

- The initial date for calculating this interest shall be the date of the loss.
- However, if the Policyholder, Insured or Beneficiary have not complied with the duty of notifying the loss within the period established in the policy or, subsidiarily, within seven days of finding out about the loss, the initial date for calculation shall be the date the loss is notified.
- With regard to the injured third party or their heirs, that established in paragraph one of this point shall be an exception when the Insurer proves that it did not know of the loss before the claim or before the affected party or their heirs brought a direct action, in which case the initial date shall be the date of this claim or the date on which the aforementioned direct action was brought.
- The final date for calculating interest in the case of non-payment of the minimum amount of what the Insurer might owe shall be the date when, according to the preceding point, interest starts to accrue for the total amount of compensation, unless this minimum amount is paid previously by the Insurer, in which case the final date shall be the date of this payment. The final date of the period during which interest for late payment must be paid by the Insurer in the remaining cases shall be the date when compensation is effectively carried out via payment, repair or replacement, to the Insured, Beneficiary or injured party.
- The Insurer shall not have to pay compensation for delay when the failure to carry out the compensation or the payment of the minimum amount is due to a justified cause or a cause that cannot be attributed to the Insurer.
- When the *Consortio de Compensación de Seguros* must carry out the compensation as a guarantee fund, it shall be understood that it has delayed only when a period of three months has passed since the date on which the claim was made for compensation without the Consortium having paid this according to its specific regulations, the obligation to compensate for late payment of the minimum amount not being applicable in this case. In the remainder, when the Consortium is involved as a guarantee fund and, without exceptions, when the Consortium enters into a contract as a direct insurer, this article shall be applicable in its entirety.
- In determining the compensation for late payment by the Insurer, that established in article 1108 of the Civil Code shall not apply, nor that established in paragraph four of article 921 of the Civil Proceedings Act, except for the provisions contained in this last regulation regarding the total or partial reversal of the ruling.

## **SUBROGATION**

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- Once compensation has been paid, and without the need for any other assignment, transfer, title or mandate, the Insurer is subrogated in all rights, appeals and actions of the Insured against all authors or parties responsible for the loss and even against other Insurers, if applicable, up to the compensation limit, the Insured being liable for any injury that may be caused to the Insurer in its subrogation entitlement through acts or omissions by the Insured. The Insurer may not, however, exercise the rights to which it has been subrogated to the detriment of the Insured.

- Unless liability for the loss comes from a malicious act, the Insurer is not entitled to subrogation against any of the persons whose acts or omissions result in the Insured's liability, nor against the party causing the loss when this is a direct or collateral relation, within the third degree of relationship, adoptive parent or adopted child living with the Insured.

Should the liability referred to in the previous paragraph be covered by a policy, any subrogation that may be exercised shall be limited to the cover guaranteed by this policy.

- In the case of concurrence of the Insurer and the Insured against a liable third party, the repayment obtained shall be shared between both in proportion with their respective interest.

### **TERMINATION AND CANCELLATION OF THE CONTRACT**

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- If, during the life of the insurance policy, the interest or the insured good should disappear, from this moment the insurance contract shall be terminated and the Insurer is entitled to keep any unconsumed premium.

- The contract shall be null and void if the peril did not exist at the time of its conclusion or if the loss had already occurred or if the Insured did not have an interest in the compensation for damages.

### **TIME LIMITATIONS**

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Actions resulting from the contract prescribe two years as from the date they may be carried out.

### **RESOLUTION OF CONFLICTS BETWEEN PARTIES**

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- Arbitration

Should both parties be in agreement, they may submit their differences to arbitrators in accordance with the legislation in force.

- Jurisdictional powers

The Judge competent to hear any actions resulting from the insurance contract is that of the domicile of the Insured in Spain, any agreement to the contrary being null and void. Should the domicile of the Insured be abroad, a domicile in Spain must be designated for the purposes of this condition.

### **NOTIFICATIONS**

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Notifications to the Insurer by the Policyholder, the Insured or the Beneficiary shall be carried out at the company domicile of the former as specified in the policy. However, if notifications



are made to an agent representing the Insured, these shall have the same effect as if they had been carried out directly to the Insured.

Notifications from the Insurer to the Policyholder, the Insured or the Beneficiary shall be carried out at their domicile as specified in the policy, unless the Insurer has been notified of a change of address.

The insurance contract and any modifications or additions thereto must be formalised in writing.

#### **JURISDICTION**

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This insurance contract is subject to Spanish law and, within this, the competent judge to hear any actions resulting therefrom shall be the one corresponding to the domicile of the Insured, for which purpose the Insured shall designate a domicile in Spain should the domicile of the Insured be located abroad.

### **DATA PROTECTION**

Regarding personal data, we inform you that the Controller for processing your data is the Insurer.

The main purpose for which the Insurer collects data is to manage the data subject's relationship with the Insurer and, should a contract be issued, to comply with any applicable contractual and legal obligations that may result from this at any time.

Processing will be carried out of those personal data collected before, during and after a contract is taken out, be these data of the policyholder, insured, participant, beneficiary, injured third party or person with entitlement, that are required to manage the contractual relationship, including biometric and geolocation data, if applicable. Should the data be provided by a person other than the data subject, the provider must pass on this information to the data subject, as well as obtain their consent when necessary.

The following purposes for processing data are permissible according to the insurance and social welfare legislation that may be applicable at any time: (i) issuing, developing and executing the contract, (ii) complying in each case with any duties of administration, supervision, solvency and social welfare, (iii) preventing and combating fraud and money laundering, (iv) rating and selecting the risks of the insurance policy, including producing profiles and/or taking automated decisions if required, the interested party always being able to ask for the results to be reviewed by a person, to express their point of view or contest the decision.

The Insurer will not pass on personal data unless this is required in order to comply with applicable legislation, to issue, develop and execute the contract and/or for purposes of legitimate interest, under the terms established in the PRIVACY POLICY published in the following section of the website: , <https://www.occident.com>.

The data subject has rights of access, rectification, suppression and erasure, objection, restriction of processing and portability of their data, which may be exercised by proving his/her identity and writing to the designated Data Protection Officer at the following email address: [dpo@gco.com](mailto:dpo@gco.com) and/or the following postal address: "Delegado Protección de Datos-Catalana Occidente Group ; Avenida Alcalde Barnils 63, 08174 Sant Cugat del Vallès (Barcelona)".

Likewise, should the Insurer have obtained specific authorisation from the interested party, these data may also be used to: (i) carry out marketing actions and send the interested party information, including by the remote channels available, regarding other products and services, in general and also personalised, either from the Insurer or other organisations in the Catalana Occidente Group (identified on the website [www.grupocatalanaoccidente.com](http://www.grupocatalanaoccidente.com)); (ii) show the interested party personalised advertising on websites, search engines and social media, and (iii) offer the interested party the chance to take part in promotional competitions; all this even after the relationship with the Insurer has ended. In any of the aforementioned cases, products and services may be adapted to the profile of the interested party based on an analysis of behavioural and risk profiles, taking into account both internal and third party sources, geolocation information and also information obtained while the interested party browses the internet or social media.

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**This document is an English language version of the original Spanish version. It has been exclusively prepared for information purposes.**

**In the event of any conflict between the English and Spanish versions, the Spanish version shall prevail.**