

# GENERAL CONDITIONS

## 1) EXCLUSIONS, CONDITIONS AND LIMITATIONS

### APPLICABLE TO THE FOLLOWING SECTIONS:

#### A) CANCELLATION AND CURTAILMENT :

The Company shall not be liable for claims resulting from:

- a-Childbirth, pregnancy or any medical complications resulting there from within 2 months of the estimated date of delivery;
- b-Any condition or set of circumstances known to an Insured Person at the time the red Trip was booked or this Insurance was effected whichever is the latter, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured Person's Covered Trip;
- c-Lack or reasonable care taken over means of travel, route or departure time.

#### B) DELAYED DEPARTURE :

- 1) The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this section of the Policy.
- 2) Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured Person was booked to travel, as specified in the booking confirmation.

#### C) BAGGAGE AND/OR PERSONAL EFFECTS:

The Company shall not be liable for:

- 1- breakage of glass or china unless caused by an accident to the conveyance in which the Insured Person is traveling;
- 2- loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container);
- 3- loss of cash, bank or currency notes, checks, postal orders, credit cards, charge cards, travel cards, bankers cards, travelers checks, travel tickets, passports, driving licenses, green cards and petrol or other coupons;
- 4- claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
- 5- losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report obtained;
- 6- breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
- 7- loss of or damage to contact, corneal or micro-corneal lenses.

## CONDITIONS AND LIMITATIONS

- a) The maximum Sum Insured in respect of losses from unattended vehicles is as stated in the Schedule of Benefits.
- b) A maximum Sum Insured of 3 000 USD in all shall apply in respect of any group of Insured Persons declared under this Policy suffering loss of, or damage to property arising out of the same event.
- c) Company's liability in respect of all claims for loss of or damage to jewellery and Valuables shall not exceed the limit as stated in the Schedule of Benefits.
- d) The maximum limit for a single item shall not exceed the limit stated in the Schedule of Benefits; a pair or set of articles being deemed a single item.
- e) Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in the Schedule of Benefits subject to any maximum limits expressed in this Policy.
- f) The Insured Person shall at all times exercise reasonable care in the supervision of insured baggage and/or personal effects.

#### D) CASH ADVANCE :

The Company shall not be liable for claims resulting from:

- 1- delay, errors or omissions in receipts, payments, accountancy or from depreciation in value;
- 2- losses which are not reported to the police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and a police report obtained;
- 3- loss of credit cards, charge cards, travel cards, bankers cards, checks or travelers checks where the loss is not reported to the issuing company or bank in accordance with the conditions under which the card(s) or check(s) was issued;
- 4- losses from unattended vehicles;
- 5- confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;

## CONDITION

The Insured Person shall at all times exercise reasonable care in the supervision of property insured by this Section.

#### LIABILITY CONDITIONS :

- 1- In the event of any claim the liability of the Company shall be conditional on the Insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.
- 2- In the event of a claim under this Policy the Insured shall:
  - a- take all reasonable precautions to minimize the loss.
  - b- As soon as possible telephone the Company to notify the claim stating the Benefits required.
  - c- Freely provide the Company with all relevant information.
  - d- Make no admission of liability or offer promise or payment of any kind.
- 3- The Company is not liable in respect of any Benefit which would otherwise be payable under this Policy should there be another insurance in force covering the same contingencies which predates this Policy.

## 2) 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, strikes, riots or civil commotions.
  - 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 duress.
  - 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 Private or Special Conditions and subject to payment of the relevant 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, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, 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.
    - 3) Participation in competitions or tournaments organized by sporting federations or similar organizations.
      - i) Ski-ing and/or similar sports, unless coverage for it has been expressly agreed.
      - j) The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travelers, as well as helicopters.
      - k) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured.
- 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 or without the consent of **MAPFRE Asistencia**, except in the case of urgent necessity. In that event, the Insured must furnish the Company with the vouchers and original copies of the invoices.
  - b) Illnesses or injuries arising from chronic ailments or from those that existed prior to the occurrence of the accident.
  - c) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide.
  - d) 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.
  - e) Those derived from renunciation of or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Company and agreed by its medical service.
  - f) Rehabilitation treatments.
  - g) Prostheses, orthopaedic material or orthosis and osteosynthesis material, as well as spectacles.
  - h) Those derived from pregnancy and childbirth, or for a complication therefrom or voluntary termination of pregnancy.
  - i) Dental expenses in **excess of €60**, unless another limit is expressly indicated in the Private or Special Conditions.
  - j) Those derived from baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products.
  - k) Assistance or compensation for events that occurred during a trip that had commenced, in 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 authorization, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
  - l) Expenses that arise once the Insured is at his/her usual place of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the contract have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions.
- 3- The Company is exempt of liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.
- 4- The Company will not be liable to provide any assistance which arises directly or indirectly from:
  - a) If the Insured is the Driver of the vehicle:
    - i) Being under the influence of drugs toxic and narcotic substances or where his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used,
    - ii) not having a driving license corresponding to the class of the vehicle
  - b) The contravention of regulations relating to the carriage of persons, animals or objects in the vehicle which were in whole a part a cause of the accident or event giving rise to the claim.
  - c) Fuel mineral essences or other flammable explosive or toxic materials transported in the vehicle.
- 5- The Company will not be liable for the cost of:
  - a) Any repairs of the vehicle,
  - b) Any assistance arranged by or on behalf of the Insured without the prior authorization of the Company.