

# Traveler Assistance Services

## General Conditions

### 1. Traveler assistance services. Concept and types.

Traveler assistance service that ASSISTOTUVIAJE provides, is the group of assistance benefits which protects the beneficiaries of them during the travels they make. The present General Conditions take into account the different services that ASSISTOTUVIAJE provides and they are distinguished by its different scopes, modalities and limitations. The given services are not a medical insurance nor an extension of or a substitute to any social security or prepaid medicine program. Services and benefits here described are exclusively oriented to the travel assistance in case of sudden and unpredictable events which prevent the normal continuation of a trip.

### 2. Caps and limitations.

On the ASSISTOTUVIAJE traveler assistance voucher sent to you, all the benefits covered by the acquired product, its restrictions, benefits and limitations will be detailed according to the present general conditions.

### 3. Beneficiary' s acceptance.

The present General Conditions along with the rest of the documentation are at disposal of the beneficiary at the moment of purchasing the plan, and constitute the traveler assistance contract provided by ASSISTOTUVIAJE. The Beneficiary declares to know and accept the present General Conditions. Such acceptance is confirmed by any of the following acts:

1. Payment of the acquired services.
2. Use or attempt of use of any of the acquired services.

In both cases, the Beneficiary acknowledges that he/she has chosen, read and accepted all terms and conditions expressed on the present General Conditions and that such conditions govern the relationship between the parties at all times, becoming an adhesion contract. It' s clearly understood and accepted by the Beneficiary that ASSISTOTUVIAJE plans under no circumstances are an insurance or similar products, and nor is: a social security or prepaid medicine program, a delivered at home medical service, or an unlimited medical service, therefore, they don' t have as main purpose the complete health, nor the ultimate treatment of the Beneficiary' s diseases. Medical assistance services to be provided by ASSISTOTUVIAJE are limited expressly and only to emergency treatments for severe cases and are only oriented to primary assistance of sudden and unexpected events during the trip, where a clear, verifiable and severe disease preventing the trip' s normal continuity is diagnosed, as long as it' s not a pre-existing disease, according to the present General Conditions definitions, and as long as it' s not included on the exclusions list. These plans are designed to guarantee the primary, normal and initial recovery of the passenger and the physical conditions that allow the trip' s normal continuity. They are not designed nor contracted nor provided to:

- Elective medical procedures.
- Routine health controls or any other health control that hasn' t been previously authorized by the Assistance Center.
- Advance benign or long term treatments or procedures.

NOTE: It' s clearly understood by the Beneficiary that this plan is basically a traveler assistance product, and the fact it' s offered by an insurance company doesn' t make it an international insurance.

### 4. Services Validity and Validity extensions during trip:

Every assistance or treatment will stop and won' t be ASSISTOTUVIAJE' s responsibility once the Beneficiary has returned to his/her residence country or when the validity period of the selected plan expires. The acquisition of one or more medical

assistance services by the Beneficiary doesn't cause the accumulation of medical assistance services and/or benefits nor the time contemplated on them. In these cases it could only be applied the established caps of the most beneficial services for the user.

On the other hand, once initiated the voucher validity, the Beneficiary:

1) Won't be able to make any changes or extensions on the contracted assistance product

2) Voucher won't be able to be cancelled under any reason or circumstance.

Without limiting the foregoing, when the beneficiary extends the trip unexpectedly, it could be requested to issue a new voucher. ASSISTOTUVIAJE reserves the right to accept or deny this without giving any further explanations, governing under the following conditions:

a. The Beneficiary won't have the right to renew the voucher if he/she has previously used the assistance services during the validity of the first voucher.

b. The Beneficiary must request the issuance of a new voucher exclusively to the initial issuing agent with whom he/she contracted the original assistance, advising the amount of days to be contracted. The issuing agent it's obliged to inform to ASSISTOTUVIAJE about the extension and it will request the authorization for the new contract period prior to issuance.

c. New voucher request must be done prior to the validity ending of the initial voucher.

d. Beneficiary will receive the new voucher that will be issued and handed over at the same moment.

e. In case the request it's done when the initial voucher validity is finished, the extension, in case of being approved, it will be issued with 5 (five) days shortage. (See "SHORTAGE" on Definitions clause).

f. Extension request could be denied without any express cause or reason.

The new plan of your traveller medical assistance service and its corresponding voucher issued according to the conditions mentioned on this clause won't be used, under any circumstances, to initiate or continue the treatment and/or assistance of problems that have already came up during the validity of the first original voucher and/or previous ones or before the validity of the new plan and/or voucher, regardless the current treatments and managements authorized by ASSISTOTUVIAJE or by third parties. Every medical assistance treated on the first card will be automatically considered as a pre-existence during the validity of the second card, and therefore it won't be assumed by ASSISTOTUVIAJE.

Requirements for a new service voucher issuance.

Traveller Assistance Services must be acquired inevitably before the Beneficiary's trip initiation date in his/her usual residence country, meaning they can't be acquired if the Beneficiary is abroad after the trip was initiated. Without limiting the foregoing, when the Beneficiary extends the permanence abroad unexpectedly, a new service voucher could be requested (VALIDITY EXTENSION) under the following conditions:

a) The Beneficiary must request the authorization and if positive, the following issuance of the new voucher exclusively to the Assistance Center, and must inform all the assistances and/or services received and the Assistance Center involved, as well as inform any circumstance that could generate in the future an assistance request on his/her behalf.

b) New voucher request must be done prior to the ending of previous voucher validity.

c) ASSISTOTUVIAJE won't bear the costs of sending the new issued voucher to the beneficiary.

d) Validity period of the new voucher could not be consecutive to the previous voucher, being under exclusive ASSISTOTUVIAJE criteria.

e) New voucher issued under the mentioned conditions of this clause, could not be used under no circumstances, to initiate or continue the treatment and/or assistance of problems that have came up during the validity of the previous voucher, or before the validity of the new one, regardless if the current managements or treatments had been indicated by ASSISTOTUVIAJE or third parties.

f) On every case ASSISTOTUVIAJE reserves, to their exclusive criteria, the right to accept or not the request of the new issuance. Any extension or new voucher acquired without the corresponding authorization of ASSISTOTUVIAJE will be lack of validity.

## 5. Checking before the trip:

Check that every information consigned on the ASSISTOTUVIAJE medical assistant service voucher are correct. Especially check the emergency contact phones, also the Beneficiary names and last names, validity dates and the acquired product. If there is any mistake please get in contact with the issuing agent to change them.

## 6. Definitions:

Below, we list all the definitions of the terms used on these General Conditions, for a better understanding of ASSISTOTUVIAJE plan' s Beneficiaries:

- 1) Assistance or Operative Center: It' s the office that coordinates the provision of the services requested by the Beneficiary on the score of its assistance. Furthermore it' s the professional' s department that provides the services of supervision, control and coordination that intervenes and decides all the affairs and/or benefits to be provided, according to the present General Conditions, that are related to medical matters.
- 2) Voucher: It' s the document you receive at the moment of purchasing the ASSISTOTUVIAJE product. It shows your personal details to be informed to the Assistance Center in case of requesting assistance.
- 3) Accident: It' s the event producing a bodily injury on the Beneficiary, caused by strange agents, out of control and in motion, external, violent and visible and sudden agents. Whenever the term "accident" is mentioned, it will be understood the injury or condition was provoked directly by such agents and regardless of any other cause. Accidents originated by a neglect, provocation or the lack of preventive measures on the Beneficiary' s behalf, will be excluded of all assistance.
- 4) If the bodily injury is produced as a result of different causes than the ones previously mentioned, the Beneficiary will be covered up to the amount of Medical Assistance by Illness of the acquired plan. Congenital disease: medical condition present or existing before birth.
- 5) Chronic Disease: Any continuous pathological process, recurrent and time persistent, longer than a 30 day period.
- 6) Severe Disease: Short and relatively severe process that disrupts the state of the body or any of its organs, that could interrupt or change the balance of the vital functions, which could provoke pain, weakness or any other strange manifestation to the normal behavior of it.
- 7) Sudden or Unexpected Disease: Prompt, unthinkable, unexpected disease, contracted after the initiation of the validity date of the Beneficiary' s travel medical assistance service of ASSISTOTUVIAJE.
- 8) Pre-existing disease: Any pathological and physical process that recognizes an origin or an etiology prior to the plan' s or trip' s initiation date of validity (or whatever it' s subsequent) and that is possible to be objectified through complementary diagnosis methods of regular, daily, accessible and frequent use on all countries over the world (including, but not limited to: Doppler, nuclear magnetic resonance, catheterization, radiology, etc.) Pre-existing disease means any disease or bodily state, or process, known by the beneficiary or not, that has needed or required a formation or a breeding, or an incubation period inside the beneficiary' s body before the trip' s initiation. Clear and common examples for pre-existing diseases, just to quote some of them: kidney or gall stones, artery or vein obstructions due to blood clotting or others, respiratory diseases such as asthma, lung problems, emphysema, HIV, generally problems related to artery tension, glaucoma, cataracts, nephritis, ulcers or gastric disorders, diseases resulting from congenital deformation, genital mycosis, liver abscess, cirrhosis, blood sugar, high cholesterol, high triglycerides, and others. They require a short or long formation period, but in all cases they take more than a few flight hours, recognizing that such state or pathological process had already existed on the body before taking the plane or the means of transportation on the validity effective date of the assistance service, even when the symptoms are presented for the first time after the trip' s initiation.
- 9) Recurrent disease: Returning, repetition or appearance of the same disease after being treated.
- 10) Suffering and/or condition: Suffering or condition terms will be understood to any effect in the present General Conditions as a disease.

- 11) Maximum caps: Maximum coverage amounts on ASSISTOTUVIAJE behalf, shown on the voucher for each provision and according to the assistance product acquired.
- 12) Medical assistance plan: It' s the detailed group of traveller assistance services offered, indicating a limited list of them and their monetary, quantitative, geographical and Beneficiary' s age limits. Medical assistance plan it' s detailed on the certificate or voucher and it' s inseparably part of it. The only applicable provisions are those for each product explicitly listed on the medical assistance plan detailed on the certificate, with the indicated scopes and limits. The only guarantees or benefits that will be valid and will govern for the purposes of the present contract are the ones current at the issuing date of the medical assistance plan specified on the voucher contracted by the Beneficiary.
- 13) Lack term or period: It' s the time gap during which the coverage included on the plan is not effective. Such term is computed by days counted from the initiation date of the voucher validity, whenever the Beneficiary is already outside its usual residence place at the moment of the contracting.
- 14) Treating doctor: Professional doctor provided or authorized by the operative center of ASSISTOTUVIAJE, who assists the Beneficiary at the location where he/she is at.
- 15) Medical department: Group of medical professionals of ASSISTOTUVIAJE that intervene and make decisions in every matter and/or provided or to be provided provisions in accordance to the present General Conditions.
- 16) Fortuitous event: Event beyond the control of the obligor, that excuses the obligations compliance. Usually harmful event, that happens randomly, without being able to attribute their origin to anybody.
- 17) Force majeure: It' s not able to be foreseen or resisted, so it waives the compliance of some obligation and/or comes from the will of a third party.
- 18) Catastrophe: Tragic event that severely disrupts the normal order of things, where many people is involved.

#### **7. Beneficiary:**

The Beneficiary is the natural person whose name appears on the assistance plan and it' s the only Beneficiary of all its coverages until the anniversary date, inclusively, of its limit age according to the type of acquired plan, date in which the Beneficiary loses all right to the benefits and all assistance provisions defined on these General Conditions, as well as the right to any refund or claim originated on events after such day. The provisions or benefits of the respective plan could be received by the beneficiary exclusively and they are non-transferable, thus the Beneficiary must prove his/her identity, submit the corresponding card voucher or virtual voucher (or purchase receipt) and travel documents in order to determine validity and applicability of the requested provisions or benefits.

#### **8. Age limit:**

The Beneficiary can use the contracted services until the 00.00 hours of his/her anniversary day, according to the acquired plan. From that day on, the Beneficiary loses all right to the benefits in respects of the assistance provisions defined on these General Conditions, as well as the right to any refund or claim originated on events after that day. For instance, it' s considered a person is 74 years old until the day before of turning 75 years old.

#### **9. Validity:**

It' s the time gap in which the benefits indicated on the ASSISTOTUVIAJE medical assistance service plans, including this one, can be obtained. It takes place from the 0 hours of the initiation validity day, being the passenger on foreign land, until the 24 (23.59) hours of the ending validity day, both dates shown on the voucher acquired by the beneficiary. The benefit and provisions described on these General Conditions will only be valid during the validity period advised on the voucher. The end of the validity period will imply the automatic termination of all benefits, provisions or services, current or not, including those cases or treatments initiated at the moment or before the ending of the validity period.

ASSISTOTUVIAJE international assistance plans, operate under the calendar days mode, thus once initiated a plan's validity, it's not possible to interrupt it, the period of non-used days on the cards are not refundable. Once interrupted a plan's validity, it expires and it can't be reactivated subsequently.

Annual Multi-trip assistance plans have a validity of 365 days in total, however, the Beneficiary won't be able to stay on each trip, in accordance to the indicated on the assistance plan of the acquired product, more than 30, 60 or 90 days abroad for each trip made during the validity, except a special assistance plan for long stays. After this period, the Beneficiary will lose all benefit of the contracted assistance services while it's on that trip. ASSISTOTUVIAJE's Operative Center will ask at the moment of serving, the copy of his/her passport, proving the departure date of his/her usual residence country or the entry date into the country where he/she is requesting the assistance from.

Except for an assistance plan that specifically mentions so, the purpose of the trip will have to be for tourism, and at no moment it could guarantee persons that exercise a professional activity abroad. If the reason of the Beneficiary's trip was the execution of jobs or tasks that involve a professional risk, for executing high specialization tasks where life is exposed; or where he/she is exposed to dangerous substances; or the handling of heavy machinery; or that function with gasses, air pressure or hydro-pneumatics fluids; or that require for special physical skills, or where it's exposed to danger and as a result the Beneficiary suffers an accident or a consequential disease; or either performs tasks which in accordance to the general industrial safety policy of the country where such tasks are performed, which demand their formal compliance prior to the execution of them, establishing employer's responsibility for that natural or legal person for which they are executed, then ASSISTOTUVIAJE will be exempt of all responsibility of providing their services or assuming costs resulted from such circumstances, and in this cases it will be the employer's obligation to assume them through their ARP protection plan, from an Occupational Hazards Administrator. This normative equally applies to those persons which are not labour linked to a company and who work on their own. For instance: freelancers.

It won't be provided assistance of any type to the Beneficiary on a migratory or illegal employment situation. (Including non declared job in the country where the assistance is required).

In cases where the client is hospitalized due to a disease and/or accident covered by ASSISTOTUVIAJE on termination date of the coverage period, it will be only covered the hospitalization expenses within the coverage of medical expenses by disease and/or accident, as appropriate, understood as follows:

1. Up to five (5) additional days counted from the voucher validity finalization day, or
2. Until the contracted coverage is expired, or
3. Until the doctor signs the discharge of the Beneficiary during the five (5) days period of the coverage extension.

Any assistance or treatment will expire and won't be responsibility of ASSISTOTUVIAJE once the Beneficiary returns to his/her residence country or once the validity period of the selected plan expires, except for the previously mentioned cases.

## **10. Geographical validity**

Geographical coverage will be worldwide in every case. Some of the products include coverage on the Beneficiary's usual residence country, with a minimum distance of 100 km from the usual residence city. In every case it's excluded the beneficiary's usual residence city. Check on your voucher's special conditions if the acquired product includes national assistance.

## **11. Procedure to request assistance – assistance centers**

If assistance is needed, and regardless your geographical situation in strict accordance with the rest of the clauses of these General Conditions, the Beneficiary will contact the ASSISTOTUVIAJE Assistance Center. In order to communicate with such center by phone, the Beneficiary must request a call to charge by the call receptor (chargeback call or collect call). If the previous calls are not allowed, the Beneficiary will have to call the Assistance Center directly and ASSISTOTUVIAJE will refund

the cost of the call; for that purpose we request to keep the payment receipt of such call. In case of calls made from hotels, it must be kept the invoice where it's shown the charge of such call with the corresponding number. It's the Beneficiary's obligation to always call and report the emergency. In the cases where the Beneficiary can't personally do it, it should and could be done by any companion, friend or relative, but the call or notice must always be done within the first 24 hours from the emergency event. The non-compliance of this regulation leads to the automatic lost of any claim on the Beneficiary's behalf.

The Beneficiary must indicate his/her name, voucher number, and its validity period, the place where he/she is at, a contact phone and the reason of the assistance request.



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## 12. Beneficiary's obligations

In all cases, in order to obtain the services, the Beneficiary must:

- 1) Request and obtain the authorization of the Assistance Center before taking any initiative or compromise any expense related to the benefits granted by the voucher's assistance plan. We recommend to write down the names, last names and authorization numbers that will be provided by the Assistance Center. In the cases when the authorization hasn't been requested nor obtained and its management number, there won't be any REFUNDS (see REFUND clause) nor right to claims. Only in the cases when the passenger has been attended due to a real and verifiable urgency on his/her behalf without notifying to the Assistance Center, and that has later been reported within the established time limits, such cases will be subject to study for their corresponding authorization or denial.
- 2) It's clearly understood the notification to the Assistance Center results essential even when the generated problem is totally solved, as ASSISTOTUVIAJE won't take on their behalf the cost of any assistance without the prior knowledge and authorization of the Assistance Center. The Beneficiary accepts that the Supplier (in this case ASSISTOTUVIAJE) reserves the right to record and audit the phone conversations they consider crucial for the proper develop of their services provision. The Beneficiary accepts expressly the advised modality and manifests his/her agreement on the possible use of the registers as proof in case of disputes towards the provided assistance.

- 3) If the Beneficiary or a third party couldn't communicate with the Assistance Center due to an involuntary circumstance or reason, the Beneficiary, with the unavoidable obligation, will have to notify the incident immediately. In the cases that don't allow it, it will have to be informed within the first 24 hours of produced the event. Not notifying within the 24 hours leads to the automatic loss of the Beneficiary's rights to claim or request any compensation. For the "Cruise" upgrade plans, the period will extend up to 24 hours after the final ship landing.
- 4) Accept and obey the solutions advised and recommended by the Assistance Center, and if needed, agree with the return to the origin country when, according to medical opinion, the health condition allows and requires it.
- 5) Provide the documentation that allows to confirm the origin of the case, as well as all the original expenses receipts to be evaluated for its possible refund by ASSISTOTUVIAJE and all the medical information (including the information previous to the trip), that allows the Assistance Center to evaluate the case.
- 6) In every case that ASSISTOTUVIAJE requires it, the Beneficiary will have to grant the authorizations to reveal his/her medical record completing the Record Release Form the Assistance Center will send, and then sending it back to them. The same way, the Beneficiary authorizes ASSISTOTUVIAJE to absolutely and irrevocably request on its behalf any medical information to the professionals both from abroad and the country of his/her residence, in order to be able to evaluate and eventually decide on the applicability of the restrictions in cases of chronic or pre-existing conditions or the condition that has produced the assistance. We especially recommend to the Beneficiaries to always complete the Form when they register on a hospital facility, that will be of great help in the refund cases and/or on the decision making of certain cases that require the study of the patient's medical record.
- 7) It's the Beneficiary's obligation to deliver the flight tickets to ASSISTOTUVIAJE, in the cases that ASSISTOTUVIAJE will assume the difference between the original and the new issued tickets, or when the Beneficiary has to return to his/her residence country, whatever is the reason.
- 8) ASSISTOTUVIAJE will be in charge of coordinating, programming and bearing the costs of the medical appointments or consultations the Beneficiary could need. The Beneficiary will have to go to the appointments, as well as to be present in the agreed place in the case of the domiciliary visits. When the Beneficiary couldn't assist, meet the time or be available on the domicile on the time frame informed for the domiciliary visit, it must be clearly notified to ASSISTOTUVIAJE in advanced with the necessary time, so the appointment can be cancelled or rescheduled. Before the lack of notification, ASSISTOTUVIAJE reserves the right of not providing the service or not reschedule the same appointment for this or another condition related to the condition that originated such assistance that hasn't been able to be provided due to the Beneficiary's non-compliance.

NOTE: In some countries and especially in the U.S.A., and in Europe, due to informatics standardization reasons, most medical assistance centers such as hospitals, medical offices, clinics, laboratories, tend to send invoices and/or payment claims to the attended patients, inclusively after the bills or invoices have been paid. In that case, the Beneficiary must contact the Assistance Center dialing the previously given numbers or writing to [asistencias@assistotuviaje.com](mailto:asistencias@assistotuviaje.com) and notify this situation. The Assistance Center will be in charge of clarifying this matter with the hospital center.

### **13. Obligations assumed by ASSISTOTUVIAJE**

- 1) Comply with the provisions and benefits described on the General Conditions of covered events on the contracted plan during the voucher's validity.
- 2) ASSISTOTUVIAJE is expressly released, exempt and excused of any of its obligations and responsibilities in case the Beneficiary suffers any harm or requests for assistance as a result of and/or derived of an unforeseen or force majeure case, which are quoted as an example and are not limited to: catastrophes, earthquakes, floods, storms, international or civil wars declared or not, rebellions, internal commotion, civilian insurrection, actions of guerrillas or anti guerrilla, hostilities, retaliations, conflicts, embargoes, constraints, strikes, popular movements, lockout, sabotage or terrorism acts, labor disturbances, government authorities acts, etc.; as well as problems and/or delays resulted from

termination, interruptions or suspension of the communication services. When elements of this kind are involved and once overcome, ASSISTOTUVIAJE commits to execute its pledges and obligations within the shortest time possible.

- 3) ASSISTOTUVIAJE is obliged to analyze each refund request in order to determine if it is appropriate and refund the corresponding amounts according to the present general conditions and coverage amounts of the contracted plan. Every compensation and/or refund and/or other expenses to be assumed by ASSISTOTUVIAJE, in the context of the present contract, could be paid in local currency.

The established periods for processing a refund are:

- I. The beneficiary has up to sixty (60) continuous days counted from the validity finalization day of the voucher to present the documentation and support documents necessary to initiate the refund process. After that period, no documents will be accepted to process any refund.
- II. Once the documents are received, ASSISTOTUVIAJE has up to thirty (30) continuous days to request any lacking or additional document necessary for the revision and audit of such refund request.
- III. With every necessary document in hand, ASSISTOTUVIAJE will proceed to analyze the case and issue the approval or denial letter of such refund on the following ten (10) days.
- IV. Being appropriate the refund, ASSISTOTUVIAJE will proceed to pay within 30 business days, after the day of reception of the complete data by writing form, for the wiring, electronic wallet, payment platforms such as Paypal, Zelle, Mercadopago, etc. Or through the agreed payment method.

Note: The refunds paid directly by ASSISTOTUVIAJE can be done through bank wire, money order or check. ASSISTOTUVIAJE will assume the expenses generated by the money order agency, the check shipping, as well as the direct charges of your banking institution; additional charges made by the Beneficiary' s bank will be covered by the Beneficiary.

#### **14. Currency of scopes and services**

The benefits offered by ASSISTOTUVIAJE detailed on the following item and their maximum coverage limits are shown on the special conditions detailed on the given voucher. They are expressed in American Dollars or Euros, accordingly. Some services of NATIONAL coverage tend to be expressed in local currency. Check the special conditions for these cases.

#### **15. Benefits definition**

- 1) Accident medical assistance or non pre-existing disease medical assistance:
  - Medical consultations: they will be provided in case of accident or severe and unforeseen non pre-existing disease, including the option of returning of the Beneficiary to his/her residence country if his/her health condition allows it. The Assistance Center reserves the right to decide the most proper treatment along the ones proposed by the medical team and/or the returning to the residence country. The returning will be raised in cases which require long term treatments, scheduled surgeries or non urgent surgeries.
  - Specialist attention: it will be provided only when it is advised and authorized by the medical team of the ASSISTOTUVIAJE Assistance Center in the area where the Beneficiary is at, or by the treating doctor of the Assistance Center.
  - Tests for the diagnosis evaluation: Only when it is advised and previously authorized by the medical team of the Assistance Center.
  - Hospital admissions: According to the nature of the injury or disease, and whenever the medical department of the ASSISTOTUVIAJE' s Assistance Center so prescribes, the Beneficiary will be hospitalized at the nearest hospital center.
  - Surgical interventions: Whenever they are authorized by the medical department of the Medical Assistance Center, and on the emergency cases that require immediate treatment and that can' t be deferred or delayed till the Beneficiary' s return to his/her origin country. If the regulating doctors of the Assistance Center consider possible

the return to the origin country to receive the necessary surgical treatment, the Beneficiary's return will take place, who is obliged to accept such solution, losing in case of rejection all the provided benefits by ASSISTOTUVIAJE.

- Intensive Care and Coronary Unit: whenever the nature of the disease or injury requires for it, and always with the previous authorization of the medical department of the Assistance Center, this service will be authorized.

## 2) Medical assistance due to pre-existing disease.

In the cases where the Beneficiary specifically contracts a coverage for emergencies suffered by a pre-existing and/or chronic condition, it will be covered up to the amount clearly specified on his/her voucher. Provided coverage for chronic and/or pre-existing diseases considers the following events:

Severe episode or unforeseen event, decompensation of chronic and/or pre-existing diseases, known or previously asymptomatic. This coverage is provided exclusively for the primary medical attention of the severe episode, or unforeseen case, the emergency must require the assistance during the trip and can't be postponed until the return to the residence country, the Assistance Center reserves the right to decide the most proper treatment among the ones proposed by the medical staff and/or the return to the residence country. The return will be a solution when the treatments require for a long term evolution, scheduled or non-urgent surgeries, the Beneficiary is obliged to accept this solution, losing in case of rejection all the benefits offered by the assistance plan. It's excluded from this benefit the initiation or the continuity of treatments, diagnosis and investigation procedures, or diagnosis and therapeutic behavior, which aren't related to the severe and unforeseen episode. Are excluded from this coverage every disease related with sexual transmission, including but not limited to syphilis, gonorrhea, genital herpes, chlamydia, trichomonas vaginalis human papilloma virus, trichomoniasis, human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), among others.

It's not treated in any of our plans, dialysis procedures, transplants, oncology and psychiatric treatments, hearing aids, eyeglasses, contact lenses, dental bridges, pacemakers, implantable defibrillators, specific disposable equipment, etc. diseases caused by the ingestion of drugs, narcotics, medication taken in a non-reliable way without prescription, alcoholism, etc.

The injuries suffered during an illegal act, aren't under our coverage.

Beneficiary's obligations:

1. The Beneficiary must follow all the medical instructions given by the treatment doctor assigned by ASSISTOTUVIAJE and must take all the medication as prescribed and required.
2. If the Beneficiary interested on contracting a plan that includes coverage for emergency assistance for pre-existing conditions, suffers from some of the following conditions: any type of cancer, heart diseases, chronic lung disease and/or chronic hepatic disease, the Beneficiary must consult his/her personal doctor in his/her residence country before initiating the trip and obtain a written confirmation advising the he/she is in condition of travelling for the planned days to the planned destination and that he/she can do all the planned activities without any inconveniences.
3. It's totally excluded of the service provision all passengers that have received a terminal diagnosis.

In case it is determined the reason of the trip was to treat a chronic or pre-existing condition abroad, the Assistance Center will deny coverage.

## 3) Medication due to disease or accident

On the coverage limitations, ASSISTOTUVIAJE will bear the medication expenses prescribed by the medical department of the Assistance Center up to the established amounts of the contracted plan. The disbursements made by the Beneficiary to buy medication previously authorized by the Assistance Center will be refunded within the coverage limits and once returned to his/her origin country, and against the previous presentation of the original purchase receipts or invoices, the original copy of the medical opinion or report where it's described or mentioned the name of the disease suffered by the Beneficiary, the submission of the medical prescription or formula and the invoices. We recommend to the Beneficiaries not to forget to request these documents to the treating doctor, as it could lead to a non-refund of

the expenses. It's recorded and informed the medication expenses for pre-existing diseases won't be assumed by ASSISTOTUVIAJE. It will be excluded all medication for the treatment of mental or psychic or emotional diseases, even in the cases in which the medical consultation has been authorized by the medical department of ASSISTOTUVIAJE. It won't be covered the contraceptive pills and injections, intrauterine devices or any other family planning method.

4) Urgency odontology

Within the coverage limits, ASSISTOTUVIAJE will bear the expenses for odontology attention derived of an urgency, due to a trauma, accident or infection, limited to only treating the pain and/or the dental piece removal. The root canal treatment, filling changes, crowns, prosthesis, sealings, dental cleaning, smile design or any other treatment clearly unspecified on these conditions are excluded of the benefits.

5) Specialist attention

This service will be only provided when it's advised and authorized by the medical team of the ASSISTOTUVIAJE Assistance Center of the area where the Beneficiary is at, or by the Assistance Center treating doctor, in order to receive this service is requested the reception of the medical report of the assistance that led to the specialist's request.

6) Hotel expenses due to convalescence

When according to the treating doctor and by mutual agreement with the Assistance Center medical department the Beneficiary would have been hospitalized at least seven days and at the discharge it's mandatory that the Beneficiary keeps forcibly bed rest, ASSISTOTUVIAJE will cover the hotel expenses up to the amount advised on his/her assistance plan, with a maximum advised on the special conditions and the description of the contracted product services. Attention: Such bed rest will have to be ordered by the Assistance Center doctors exclusively and will take into account the coverage of the room expenses only, without any kind of food or any other expenses such as laundry, phone calls (except the ones made to the ASSISTOTUVIAJE Assistance Center), minibars, etc. This is a taxative and non-enunciative list. To clarify, ASSISTOTUVIAJE won't assume any hospitalization expenses due to a pre-existing disease, except for products contemplating pre-existences or forming part of the exclusions.

7) Contracted trip cancellation

ASSISTOTUVIAJE will cover up to the coverage caps the penalties for cancelling in advanced a trip known as tours, tourist packages, excursions, air tickets and cruises (1) that have been organized by a professional tour operator duly accredited at the trip's destination. In order to be creditor of this benefit, the voucher's Beneficiary must:

- Contract the plan up to a maximum of 72 consecutive hours after the first payment of the tourist services that could be cancelled.
- Notify to the Assistance Center within a maximum of 24 hours after occurred the event that motivates the cancellation. It will be taken as the compensation calculation basis the date where the cause of the cancellation took place, and not the date when the Beneficiary notified it to ASSISTOTUVIAJE. At the same time, the Beneficiary must cancel his/her trip with the tourism organism, Cruise, Travel Agency, Tour Operator, etc., in order to not increase the penalty that same organism will apply.
- Submit all the documentation that ASSISTOTUVIAJE considers to evaluate the coverage of this benefit including but not limited to: the document where it's clearly and reliably shown the reason of the trip's cancellation, letters from the respective service providers, invoices and payment receipts.

**IMPORTANT:** Regarding the insurance coverage of the trip's cancellation for Cruises, the period of validity starts from the date in which the Beneficiary concurrently pays the total commercial value of the selected cruise and when it's contracted and paid at the same time the contracted plan. This period ends and therefore the insurance coverage of the trip's cancellation for Cruises, in the moment of boarding the selected cruise on the contracted date.

If at the moment of purchasing the plan such applicable penalty was the 100% of the cruise price, in this case it won't be effective or valid the cancellation insurance for the Beneficiary, being the rest of the benefits of the selected plan still valid and applicable.

For the purposes of the present benefit, justified causes are:

- Death, accident or severe disease of the Beneficiary or direct relative: Father, Mother, Spouse, Son, Daughter, Brother, Sister. A severe disease is a health alteration that prevents the initiation of the trip and it is medically verifiable, and that is not included on the GENERAL EXCLUSIONS, and that the ASSISTOTUVIAJE Medical Department believes it prevents the Beneficiary from initiating the trip on the date consigned on the assistance voucher.
- The citation to be a part of, or a witness or a jury of a courtroom.
- The damages by fire, robbery, theft, or by nature force in his/her usual residence or in his/her professional stores/offices that made them uninhabitable and justify inevitably his/her presence.
- Medical quarantine as a result of an accidental event.
- Proven job discharge, dated after the assistance' s contract.
- The emergency citation to provide military, medical or public service.
- Epidemic, natural disaster or volcanic ashes. In the case of a Cruise Upgrade, it won' t be considered as a justified cause to access to this benefit, the cancellations caused by volcanic ashes.
- If the companion of the Beneficiary during the trip, understood as the persons that shares the same hotel room with the him/her, or cruise cabine, or which are relatives of first degree of consanguinity (parents, sons, daughters, brothers, sisters or spouses) also holders of an Assistance Plan on the same conditions as the Beneficiary and such companion were obliged to cancel the trip due to any of the previously listed causes.
- The aggravation of pre-existing diseases.
- Pregnancy complications.
- Wedding cancellation
- Delivery of child for adoption.
- Emergency birth.

8) Trip MULTICAUSE cancellation.

ASSISTOTUVIAJE will assume up to the advised limit on its voucher for this service in relation to the penalties for cancelling in advanced a trip known as tours, tourist packages, excursions, air tickets and cruises that have been organized by a professional tour operator duly accredited at the destination of such trip. To be creditor of this benefit the voucher' s Beneficiary must:

- Contract the assistance plan, before or up to a maximum of 72 hours after the first payment of the tourist services that could be cancelled.
- Notify to the Assistance Center within a maximum of 24 hours after occurred the event that motivates the cancellation. It will be taken as the compensation calculation basis the date where the cause of the cancellation took place, and not the date when the Beneficiary notified it to ASSISTOTUVIAJE. At the same time, the Beneficiary must cancel his/her trip with the tourism organism, Cruise, Travel Agency, Tour Operator, etc., in order to not increase the penalty that same organism will apply.
- Submit all the documentation that ASSISTOTUVIAJE considers to evaluate the coverage of this benefit including but not limited to: the document where it' s clearly and reliably shown the reason of the trip' s cancellation, letters from the respective service providers, invoices and payment receipts.
- In the case of "Annual Multitrip" plans, this benefit will apply once and corresponds to the initial passenger' s trip, it could not be taken as applicable for all the trips the Beneficiary could make during the total validity of the voucher.

For the purposes of the present benefit and contemplated by the 100% of the maximum limit advised on the voucher, justified causes are:

- Death, accident or severe disease of the Beneficiary or direct relative: Parents, Spouse, Son, Daughter, Brother, Sister. A severe disease is a health alteration that prevents the initiation of the trip and it is medically verifiable, and

that is not included on the GENERAL EXCLUSIONS, and that the ASSISTOTUVIAJE Medical Department believes it prevents the Beneficiary from initiating the trip on the date originally contracted.

- The citation to be a part of, or a witness or a jury of a courtroom.
- The damages by fire, robbery, theft, or by nature force in his/her usual residence or in his/her professional stores/offices that made them uninhabitable and justify inevitably his/her presence.
- Medical quarantine as a result of an accidental event.
- Proven job discharge, dated after the assistance' s contract.
- The emergency citation to provide military, medical or public service.
- Epidemic, natural disaster or volcanic ashes. In the case of a Cruise Upgrade, it won' t be considered as a justified cause to access to this benefit, the cancellations caused by volcanic ashes.
- If the companion of the Beneficiary during the trip, understood as the persons that share the same hotel room with him/her, or cruise cabine, or which are relatives of first degree of consanguinity (parents, sons, daughters, brothers, sisters or spouses) also holders of an Assistance Plan on the same conditions as the Beneficiary and such companion were obliged to cancel the trip due to any of the previously listed causes.
- The aggravation of pre-existing diseases.
- Pregnancy complications.
- Wedding cancellation
- Delivery of child for adoption.
- Emergency birth.

For the purposes of the present benefit and contemplated by the 70% of the maximum limit advised on the voucher, justified causes are:

- Abduction of the Beneficiary or direct relatives, as long as it is provable, and of public knowledge.
- Holidays cancellation.
- Job change
- Visa denial (issuance 72h before)

If the plan is acquired on the conditions previously advised and if the benefit is applicable, the validity starts from the moment the Beneficiary acquires his/her Assistance Plan and ends at the moment of the trip' s initiation.

This service doesn' t apply to persons over 74 years at the moment of the trip.

#### 9) Sanitary transfer and/or return

In case of emergency or urgency and if the Assistance Center considers it necessary, it will be coordinated the Beneficiary' s transfer to the closest health center, by the transportation means the Assistance Center' s medical department considers most suitable and according to the nature of the injury or disease. It' s equally established that even for the cases in which the treatments and surgeries occurred in cases catalogued as urgency or emergency, the sanitary transfer must be previously requested and authorized by the ASSISTOTUVIAJE' s Assistance Center. The non-compliance of this regulation releases ASSISTOTUVIAJE from bearing the coverage of such transfer.

Whenever the Assistance Center' s medical department considers it necessary to implement the sanitary return of the Beneficiary, this will be done by a regular airline aircraft, with medical or nurse escort, when corresponding, subject to seat space, up to the Beneficiary' s usual residence country.

Sanitary return is the transfer of the sick or injured Beneficiary from the place where he/she is at, till the entry airport of his/her usual residence country and in which the voucher should have been issued. Only the ASSISTOTUVIAJE medical department could authorize to take all the providences mentioned on this clause, being the Beneficiary or his/her relatives banned from taking the providences on their own without the previous written authorization of ASSISTOTUVIAJE. In addition, the return should be authorized and justified medically and scientifically by the ASSISTOTUVIAJE treating doctor, in the case the Beneficiary and/or his/her relatives or companions decide to make the return leaving aside or without the opinion of the ASSISTOTUVIAJE medical department, ASSISTOTUVIAJE won' t be

have any responsibility, being the return, as well as all the other expenses and consequences, on behalf of the injured and sick Beneficiary or his/her relatives or companions, with no right to recourse or claim against ASSISTOTUVIAJE.

When the ASSISTOTUVIAJE medical department by mutual agreement with the treating doctor, considers necessary and recommends the sanitary return, this will be done at first by the more convenient available transportation means, and/or by commercial airline aircraft, in tourist class subject to space availability, up to the entry airport of the residence or the card purchase country. ASSISTOTUVIAJE will bear the payment of the differences for date changes on the tickets, the expenses for this medical provision will be computed on behalf of the expenses limit amount for transfers and returns, advised on the coverage square, from the moment in which the Beneficiary is hospitalized till the day of the trip' s return. This assistance comprises his/her transportation by ambulance or another transportation means that is suitable for his/her health condition and is approved by the ASSISTOTUVIAJE medical department from the hospitalization place till his/her residence place with the necessary support structure including bed, wheelchairs, walkers, etc.

It won' t be accepted any expense due to a pre-existing disease or due to an event included on the general exclusions, except for plans that contemplate pre-existences. The Beneficiary will obviously have right to these services within the voucher validity period.

10) Administrative return

In case the Beneficiary is deported on any reason after entering to the origin country during the validity period of the assistance plan, upon request of the corresponding authorities, ASSISTOTUVIAJE will bear the Beneficiary' s return through the change of his/her original returning ticket. The Beneficiary must hand in, duly endorsed the returning ticket/s without any compensation, the payment receipt paid for the date change to ASSISTOTUVIAJE.

11) Minors companionship

If a Beneficiary travels as the only companionship of minors under fifteen years also Beneficiaries of an ASSISTOTUVIAJE assistance plan and, due to a disease or accident verified by the Assistance Center Medical Department, finds it impossible to take care of them, ASSISTOTUVIAJE will organize on their behalf the transfer of such minors to their usual residence country' s domicile, through the most appropriate means of transportation, according to the service description or the special conditions of the contracted product (using the tickets in possession of the passengers or the means the Assistance Center considers the most appropriate)

12) Transfer of a relative / Hotel expenses of a relative companion

In case the Beneficiary' s hospitalization, travelling alone and unaccompanied, takes more than ten (10) days and whenever the ASSISTOTUVIAJE treating doctor determines it, ASSISTOTUVIAJE will bear an air ticket in tourist/economy class, subject to space availability, for a relative companion.

In case it' s contemplated on the product benefits chart, the Beneficiary could have the right to his/her relative companion expenses, with the mentioned amounts of the contracted product, for a maximum of seven days, till the patient' s discharge or till the stipulated caps of such service, whatever happens first.

Attention: For both this clause and any other that covers hotel expenses, it' s understood these are limited to simple accommodation, excluding restaurant, laundry, telephone or any other expenses as mini bar, room service or any other kind of expense.

13) Return warranty

In case the Beneficiary it' s hospitalized due to an accident or disease and it has been obliged to change his/her air ticket date for the returning to his/her origin country, ASSISTOTUVIAJE will bear the penalties for changing the date of the air ticket or even the purchase of a new air ticket in economy class, up to the advised amount on the service description and/or special conditions of the contracted product.

In case the Beneficiary needs it, and whenever possible, ASSISTOTUVIAJE will provide the flight change, covering directly the costs for such change. Otherwise, ASSISTOTUVIAJE will refund such expenses to the client, through the air company payment receipts.

This warranty is only valid in case the hospitalization is organized by the Assistance Center and the continuity of this hospitalization has been indicated by the assisting doctors and the medical department.

14) Return journey due to a direct relative' s death.

If the Beneficiary has to return to his/her usual residence country due to a direct relative' s death (parents, spouse, son, daughter, brother or sister) residing there, ASSISTOTUVIAJE will bear the penalties for changing the date of the air ticket or even the purchase of a new air ticket in economy class, up to the advised amount on the service description and/or special conditions of the contracted product.

In case the Beneficiary needs it, and whenever possible, ASSISTOTUVIAJE will provide the flight change, covering directly the costs for such change. Otherwise, ASSISTOTUVIAJE will refund such expenses to the client, through the air company payment receipts.

This assistance will have to be accredited through the relative' s death certificate and the document that accredits the relatedness.

Note: Both for this clause and any other that involves the non use of the transport ticket initially planned by the Beneficiary, ASSISTOTUVIAJE will always recover such ticket and will bear only the eventual difference between this and the one imposed by the provision.

15) Human remains return

In case of the Beneficiary' s death during the validity of the ASSISTOTUVIAJE card, due to a non-excluded on the general conditions event. ASSISTOTUVIAJE will coordinate and bear the funeral return, bearing the expenses for: mandatory simple coffin for the international transport, administrative formalities and the body transportation to the entry place of the usual residence country of the deceased, up to the cap amount advised on the benefit chart. Expenses for the definite coffin, funeral formalities, inland or air transfers in the residence country won' t be on behalf of ASSISTOTUVIAJE. ASSISTOTUVIAJE will be released of providing the services and assuming the costs related to the present benefit in case the Beneficiary' s death is originated by a suicide or a pre-existing, chronic or recurrent disease. See exclusions chart. This benefit doesn' t contemplate or include, under no circumstance, the deceased' s relative companion return expenses, therefore ASSISTOTUVIAJE won' t take on their behalf any third party expenses.

16) Trip interruption due to catastrophe / Premature return due to incident on the domicile

In case of fire, explosion, flooding or robbery with loss and violence in the Beneficiary' s domicile, while the Beneficiary is on the trip, if there wasn' t a person who could handle the situation and if his/her original returning ticket doesn' t allow the date change for free, ASSISTOTUVIAJE will bear, up to the amount advised on the service description and/or special conditions of the contracted product, the penalties payment for the air ticket date change, or even the purchase of a new air ticket in economy class, or either bear the corresponding difference on tourist class from the place the Beneficiary is at till the entry airport of his/her residence country. This assistance request will have to be accredited through the submission of the corresponding original police report to the supplier' s Assistance Center, within the first 24 hours from the event. The Beneficiary will inevitably contact the supplier' s Assistance Center in order to be authorized. It won' t be accepted any refund requests without proper justification. The Beneficiary won' t have the right to this provision if the voucher validity period is expired.

17) Legal assistance

ASSISTOTUVIAJE will bear up to the limit amounts advised on the plan the expenses for the Beneficiary' s civil, criminal or penal defense fees, for charging or exonerating the responsibility of a traffic accident.

18) Advance for bails payment

During the trip, in case of imperative and unforeseen need and against its previous deposit in the ASSISTOTUVIAJE' s office, this last will process the hand over to the Beneficiary in the country where he/she is at of amounts up to the limit advised on these General Conditions. This coverage will be applied once, no matter what the validity period of the assistance voucher is.

19) Advance payment for lawyer fees

During the trip, in case of imperative and unforeseen need and against its previous deposit in the ASSISTOTUVIAJE' s office, this will process the hand over to the Beneficiary in the country where he is at of amounts up to the limit advised on these General Conditions. This coverage will be applied once, no matter what the validity period of the assistance voucher is. If the Beneficiary is imprisoned as a result of a transit accident, ASSISTOTUVIAJE will process the hand over of the amounts advised on these General Conditions in order to affront the penal bail payment, previously being deposited by the Beneficiary' s family the referred amount in the ASSISTOTUVIAJE' s office. The cost assumed by ASSISTOTUVIAJE will only correspond to the value of the wire made to the Beneficiary.

20) Loss of documents assistance

ASSISTOTUVIAJE will offer advise to the Beneficiary for police report of the loss or theft of its luggage and personal effects, for which it will make available the services of the closest Assistance Center. Furthermore, ASSISTOTUVIAJE will offer advise to the Beneficiary in case of loss of travel documents, and/or credit cards giving the Beneficiary the instructions to interpose the respective claims, and process the recovery of the documents.

21) Urgent messages transmission

ASSISTOTUVIAJE will communicate the urgent and justified messages, related to any of the events object of the provisions contemplated on these General Conditions.

22) Luggage location

ASSISTOTUVIAJE will offer advise to the Beneficiary for the police report of the loss or theft of its luggage and personal effects, when in possession of the air company. ASSISTOTUVIAJE won' t be responsible for the luggage handover. It' s just an information exchange service.

23) Complementary compensation for total loss of luggage on air company

For the relevant purposes, ASSISTOTUVIAJE, without any cost for the Beneficiary, has taken an insurance policy with a legally established insurance company, as specified at the end of the present document, for which the Beneficiary of an ASSISTOTUVIAJE' s assistance plan that contemplates this benefit in addition to the paid or accepted amount by the airline, up to the limit specified on the benefit chart, will be compensated.

In order to obtain this benefit the following terms and conditions apply:

- The air company and the ASSISTOTUVIAJE Assistance Center must be notified by the Beneficiary of the event before leaving the airport where the loss was registered following the instructions described below.
- The luggage must be lost during its transportation on international regular flight, this benefit doesn' t apply when the loss is originated on a national flight route, nor on a charter or freighted flight, nor private or military planes, or any other flight that doesn' t have a fixed itinerary. Neither when the loss is originated on domestic flights abroad.
- The mentioned luggage has to be duly registered, labelled and dispatched on the plane' s hold and has to be duly presented and surrendered to the airline staff in the terminal' s dispatch desk. ASSISTOTUVIAJE won' t compensate the Beneficiaries of a plan for the loss of hand or cabine luggage or any other package that hasn' t been duly registered before the air company and has been transported on the plane' s hold.
- The luggage loss must take place between the moment it was surrendered to the air company authorized staff to be boarded and the moment in which it should have been returned to the passenger when finishing the journey.
- The air company must take responsibility for the loss of the mentioned luggage, and must have paid to the Beneficiary the compensation they provided. The losses occurred during inland transportation among airports, hotels and domiciles have no right to compensation. ASSISTOTUVIAJE won' t compensate the Beneficiary when the airline hasn' t compensated him/her yet.
- Compensation for total loss of luggage will be limited to only one entire and complete piece, missing definitely and to only one affected Beneficiary. In case the missing piece is on behalf of various Beneficiaries, compensation will be apportioned among them, as long as it includes the corresponding ticket numbers for each. Partial missing of luggage is not compensated.

- In case the air company offers to the Beneficiary the possibility of choosing between receiving money or one or more tickets or another compensation mode, ASSISTOTUVIAJE will proceed to pay to the Beneficiary the monetary compensation for luggage loss, once such option is exercised.
- It's important to note that, in the cases of luggage loss, are directly responsible the air or transportation companies, therefore, ASSISTOTUVIAJE will intervene as a facilitator intermediary between the air and/or transportation company and the passenger, and therefore could not be considered or taken as directly responsible of such loss, nor of the luggage search. The airlines reserve the right to accept or not the ASSISTOTUVIAJE claims, and generally can require the claims to be done directly by the passengers and not allow the ASSISTOTUVIAJE intermediation.
- Compensations will always be for complete piece loss, ASSISTOTUVIAJE and their insurance and reinsurance companies won't compensate partial losses of luggage.
- Compensations for total loss of luggage will be only paid on the country where the ASSISTOTUVIAJE assistance was purchased. When signing the acceptance of the present agreement, the Beneficiary to be compensated accepts to be deducted from the corresponding bank and financial charges of such transactions. It's expressly noted that luggage delays have no right to any compensation.

When returning to your origin country, submit the following documents to ASSISTOTUVIAJE:

1. Original Property Irregularity Report (PIR)
2. Identity card or passport
3. Acquired plan
4. Original copy of the airline compensation receipt (check, payment proof), air tickets.

ASSISTOTUVIAJE could only proceed to refund for luggage loss after the airline responsible for the loss has duly compensated the Beneficiary. The Beneficiary won't be compensated without the airline payment proof.

#### 24) Substitute executive transfer

In case the Beneficiary is on a business trip abroad and was hospitalized due to a severe medical emergency that prevents him/her to continue with his/her professional tasks, ASSISTOTUVIAJE will bear the tourist, economy or promotional class ticket subject to seat availability, of the person his/her company designates to be his/her substitute, which must be holder of an ASSISTOTUVIAJE travel assistance voucher. Likewise it will bear the hotel expenses up to a maximum of USD 80 (eighty American dollars) a day during five (5) days. This arrangements and expenses bearing must be jointly done with the employer.

#### 25) 25) Luggage delay expenses

ASSISTOTUVIAJE will refund to the Beneficiary, whose Assisting Plan so establish it, through the submission of the original purchase receipts of expenses incurred by the acquisition of articles of basic necessity done during the luggage delay. This provision will only be provided if the luggage is not reached within the first twelve (12) hours counted from the flight arrival. If the luggage delay or loss occur on the returning flight to the ticket's issuing country and/or the Beneficiary's usual residence country, it won't be given any compensation.

In the case it's definitely declared the total loss of the luggage by the airline responsible of its handling and this one proceeds to compensate the Beneficiary, it will be deducted of the amount to be compensated to the Beneficiary by ASSISTOTUVIAJE as a concept for Complementary Compensation for total loss of luggage on airline, the amount that would have been paid as a concept of Expenses due to delay in restoring the luggage according to what is established on this item.

This service operates by refund upon previous authorization of the Assistance Center and it's governed under the established times in the refund formality.

#### 26) Compensation for expenses due to flight delay

If the Beneficiary's international outward or returning flight, whether is direct, with connection or scale, is delayed for more than six (6) consecutive hours of the originally programmed schedule, and as long as there is no other transport alternative, ASSISTOTUVIAJE will refund up to the coverage limit described on the voucher bearing only expenses of

accommodation, food (breakfast, lunch, snack or dinner) and international communications advising the delay, incurred during the delay period. It will be necessary to submit the original expenses receipts, accompanied by an airline certificate showing the delay or cancellation of the Beneficiary' s flight. This service won' t be provided if the Beneficiary travels with a ticket subject to space availability, nor a discount ticket, nor when the airline has beared such expenses.

This benefit won' t apply on the origin country, on local or cabotage flights. This compensation only applies to those plans or products which include it in their benefits.

27) Consulting line / Traveler information service

Up to the previous 24 hours from the departing date, the Beneficiaries of an ASSISTOTUVIAJE plan, could ask to the Assistance Center of its geographic area information related to consular, sanitary, tourist and other obligations concerned to the destination country. Likewise the ASSISTOTUVIAJE concierge service will be at disposal of the passengers.

28) Concierge counseling

The ASSISTOTUVIAJE concierge service is available the 24 hours of the day, the 365 days of the year to assist the Beneficiaries on the data collection about show tickets, travel arrangements, car rental and any other information the Beneficiary could need in the main cities of the world. The Beneficiary will be responsible of every cost and charges related to the Concierge assistance services requests; this service is purely informative.

29) Mother-to-be benefit

This benefit applies to pregnant persons that have up to a maximum of 32 weeks of gestation. This benefit applies basically for the emergencies presented during the trip, including emergency controls, urgency ultrasound, medical assistance for diseases due to the pregnancy, emergency births due to disease or accident that compromises the life of the mother or the child, abortions or any other type or any other medical assistance deriving from the pregnancy. This provision will only have a maximum validity of 30 days, counted from the initiation of the overseas trip.

Special exclusions for this benefit:

- a. Controls, ultrasounds, medical consultations in general, clinical studies, etc., which are part of the routine controls of the pregnancy and that aren' t an emergency.
- b. Births of natural course and at term
- c. Medical expenses related to the newborn
- d. Whenever is proved the reason of the trip is to attend the birth abroad
- e. Whenever is proved the voucher sale was made after the 32<sup>nd</sup> week of pregnancy

30) Returning to the origin country due to airline bankrupt

In case the airline with whom the Beneficiary has acquired the roundtrip tickets from/to its origin country has declared in bankrupt and for such reasons can' t keep operating, not being able to take over the Beneficiary' s returning, ASSISTOTUVIAJE will bear the purchase of a new ticket in economy class with another airline till the Beneficiary' s origin country, as long as the original airline doesn' t solve the situation by other means. The airline bankrupt state must be fully certified by the competent authorities of the country in which the Beneficiary is at.

31) Amateur sports coverage (LEVEL 1)

Provides coverage for ball, equestrian, slide, team, strength, winter, martial art on amateur championships, shooting on regulatory premises, water sports, ski on regulatory tracks, recreational surf, kite surf, recreational scuba diving, swimming, skateboard, snowboard sports, whenever they develop as amateur practices.

## **16. Additional benefits of optional purchase by the beneficiary**

The Beneficiaries will have the option to additionally, but not separately, acquire benefits in addition to those set for each particular ASSISTOTUVIAJE assistance plan, through a complement payment to the original plan price, all of this in accordance with the established and public offering prices on the ASSISTOTUVIAJE web platform.

a) Tech protection

ASSISTOTUVIAJE has taken an insurance policy with a legally established insurance company, for which the Beneficiary of an ASSISTOTUVIAJE assistance plan that includes this benefit, up to the coverage limit of the contracted plan, will be compensated for the loss, theft and robbery of photo cameras, video cameras, smart phones, tablets and computers, as well as the accidental damage of the same being these inside a registered luggage under an airline custody; it must be verified the damage has occurred between the moment the luggage was boarded and the moment it should be handed in to the Beneficiary when disembarking, it must be informed to ASSISTOTUVIAJE Emergency Center within the first 24 hours of occurred the loss and the Beneficiary must submit to ASSISTOTUVIAJE the report receipt given by the airline.

Required documents:

- Police report done within the first 24 hours of occurred the event, that certifies the theft of the personal effects. If the theft was produced in a hotel, it will be submitted the report done by the hotel administration.
- Purchase invoice or customs declaration of the stolen or lost object. If the loss occurs under an airline custody or another transportation means it must be submitted the transportation company P.I.R form or report.
- Invoice for the replacement of the stolen object or for the arrangement of the damaged object, as appropriate.

b) Medical Assistance upgrade for pre-existing disease

If the Beneficiary suffers from a pre-existing or chronic condition when initiating the abroad trip, even when it wasn't acknowledged by him/her, as established on these General Conditions, ASSISTOTUVIAJE remains automatically released of providing services or assistances on their behalf and based on the acquired assistance plan. Nevertheless, and exceptionally and only in those cases that expressly establish so, ASSISTOTUVIAJE will assume the medical assistance charges for pre-existing or chronic diseases in favour of the Beneficiary up to the maximum of the determined amount on the respective acquired plan. In these cases, ASSISTOTUVIAJE through the SUPPLIER will take over the first medical consultation in which the pre-existing condition is determined up to the amounts determined on the respective Benefit Summary Chart.

Severe episode or unpredictable event, decompensation of chronic and/or pre-existing known diseases, hidden or previously asymptomatic. This coverage is proportioned exclusively for the medical primary attention on the severe or unpredictable episode, with the superior coverage specified by the contracted plan, the emergency must require the assistance during the trip and can't be postponed till the return to the residence country, the Emergency Management Center reserves the right to decide the most proper treatment among the ones proposed by the medical staff and/or the returning to the residence country. The returning will be a solution in the cases where the treatments require for a long term evolution, scheduled or non-urgent surgeries, the Beneficiary is obliged to accept this solution, losing in case of the solution rejection all the benefits offered by the assistance plan.

It's excluded from this benefit the initiation or the continuity of treatments, diagnosis procedures, research procedures, or diagnosis and therapeutic behavior, that aren't related to the severe and unpredictable episode.

It's excluded from this coverage every disease related to sexual transmission, including but not limited to syphilis, gonorrhea, genital herpes, chlamydia, trichomonas vaginalis human papilloma virus, trichomoniasis, human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), among others.

It's not treated in any of our plans, dialysis procedures, transplants, oncology and psychiatric treatments, hearing aids, eyeglasses, contact lenses, dental bridges, pacemakers, implantable defibrillators, breathing machine for outpatients, implantable devices, specific disposable equipment, etc. diseases caused by the ingestion of drugs, narcotics, medication that is taken not reliably without prescription, alcoholism, etc.

The injuries suffered during an illegal act, aren't under our coverage.

Beneficiary's obligations:

- (1) The Beneficiary should follow all the medical instructions given by the treatment doctor assigned by ASSISTOTUVIAJE and take all the medication as prescribed and required.

(2) If the Beneficiary interested on contracting a plan that includes coverage for emergency assistance for pre-existing conditions, suffers from some of the following conditions: any type of cancer, heart diseases, chronic lung disease and/or chronic hepatic disease, the Beneficiary must consult to his/her personal doctor in his/her residence country before initiating the trip and obtain a written confirmation advising the Beneficiary is in condition of travelling for the planned days to the planned destination and can do all the planned activities without any inconveniences.

(3) The Beneficiary could not initiate the trip after receiving a terminal diagnosis.

In case it is determined the reason of the trip was to treat a chronic or pre-existing condition abroad, the Emergency Direction Center will deny coverage.

c) Profesional Sports

Whoever exercises professionally must study (generally tertiary or university studies) and count with a diploma or degree that endorses the acquired knowledge and the suitability to the exercise of the profession.

1. Level 2: Water skiing, football, track speed cycling, curling, ice figure skating, canoeing on English canals, independent scuba diving, marathon, artistic gymnastics, pony trekking, parascending, roller hockey, leisure horse ride, ice skating, field hockey, canoeing levels 3 and 4, fishing with fishhook on coastal deep water.
2. Level 3: Martial arts, skiing, welsh football, American football, ice hockey, speed ice skating, speed short track skating, tobogganing, mountain biking, mountaineering, bobsleigh, alpinism, roller derby, heli-skiing, equestrian jump, horse race, horse riding competition, trampoline gymnastics, rafting levels 4 and 5.
3. Level 4: Parachuting, paragliding, acrobatic skiing, alpine skiing, cross-country skiing, luge, out of track skiing, rafting above level 5, canoeing level 5, ice alpinism, motorcycling, car racing, rugby, BMX.

d) Pet upgrade (coverage for accident, disease and funerary return):

The validity will be the same of the ASSISTOTUVIAJE travel assistance voucher with a maximum of 90 natural days. This benefit could be purchased by a pet owner, by paying an additional amount. This benefit can be sold for Cats and Dogs, not described on the special exclusions of the present service. In case of accident and/or non pre-existing disease of the pet, ASSISTOTUVIAJE will bear the necessary veterinary assistance expenses, such as the consultations, medication, diagnosis tests or surgeries, among others, as long as it' s a verifiable emergency. In addition, in case of the pet' s death, ASSISTOTUVIAJE will coordinate and cover the funerary returning, bearing the expenses for: mandatory coffin for international transportation, administrative formalities and the body transportation by the means they consider the most appropriate till the place of entry to the usual residence country of the pet' s owner, the one it' s shown on the ASSISTOTUVIAJE assistance plan.

Special requirements for this benefit:

- Only dogs and cats will be accepted.
- The pet must be at least four months old and not be older than eight years.
- The pet' s owner must submit the complete and valid vaccination record, in the understanding that the pet under one year old must accredit to have received their booster vaccinations.
- At the moment of the travelling the pet must not present any disease.
- The pet must be duly dewormed, internal and externally.

Special exclusions for this benefit:

- It won' t be covered any non-emergency: control, investigation test, medical consultation in general, medical study, etc.
- Vaccines and/or deworming.
- Diseases resulting from the lack of deworming or vaccines.
- Pets in gestation
- Pets that at the moment of travelling were sick.
- Pets on medical treatment.
- Pets under 4 months and older than eight years old.

- Pets without complete and valid vaccination record.
- Pets that don't comply with the regulations and legal requirements for the international transportation.
- The others that apply from the main ASSISTOTUVIAJE contract.

e) Multi Cause cancellation

ASSISTOTUVIAJE will bear up to the limit advised on the voucher for this service regarding the penalties for advanced cancellations a trip known as tours, tourist packages, excursions, air tickets and cruises that had been organized by a professional tour operator duly accredited at the destination of such trip.

In order to be creditor of this benefit the voucher's Beneficiary must:

1. Contract the assistance plan, before or up to a maximum of 72 hours after the first payment of the tourist services that could be cancelled.
2. Notify to the Assistance Center within a maximum of 24 hours after the event that motivates the cancellation took place. It will be taken as the compensation calculation basis the date in which the event that caused the cancellation took place, and not the date where the Beneficiary notified ASSISTOTUVIAJE. Additionally, the Beneficiary must cancel the trip with the Cruise Tourism organism, the Travel Agency, Tour Operator, etc., in order to not increase the penalty that same organism will apply.
3. Submit all the documentation that ASSISTOTUVIAJE considers to evaluate the coverage of this benefit, including but not limited to: Document where is clearly and credibly shown the reason of the trip's cancellation, letters of the respective service providers, invoices and payment receipts.
4. In case of "Anual Multitrip" plans, this benefit will apply only once and corresponds to the passenger's initial trip, it can't be held as applicable for all the trips the Beneficiary could make during the voucher's total validity.

For the purposes of the present benefit and contemplated to the 100% of the limit advised on the voucher, justified causes are:

- a. Death, accident or severe disease of the Beneficiary or first degree of consanguinity relative: Parents, Spouse, Son, Daughter, Brother, Sister. A severe disease is a health alteration that the Medical Department of the Assistance Center considers it prevents the Beneficiary to initiate the trip on the originally contracted date-
- b. The citation to be a part of, or a witness or a jury of a courtroom.
- c. The damages by fire, robbery, theft, or by nature force in his/her usual residence or in his/her professional stores/offices that made them uninhabitable and justify inevitably his/her presence.
- d. Medical quarantine as a result of an accidental event.
- e. Proven job discharge, dated after the assistance contract.
- f. The emergency citation to provide military, medical or public service.
- g. Epidemic, natural disaster or volcanic ashes. In the case of Cruise products, it won't be considered as a justified cause to access to this benefit, the cancellations caused by volcanic ashes.
- h. If the companion of the Beneficiary during the trip, understood as the persons that share the same hotel room with him/her, or cruise cabine, or which are relatives of first degree of consanguinity (parents, sons and daughters, brothers and sisters or spouses) also holders of an Assistance Plan on the same conditions as the Beneficiary and such companion were obliged to cancel the trip due to any of the previously listed causes.
- i. The aggravation of pre-existing diseases.
- j. Pregnancy complications.
- k. Wedding cancellation
- l. Delivery of child for adoption.
- m. Emergency birth.

For the purposes of the present benefit and contemplated by the 70% of the maximum limit advised on the voucher, justified causes are:

- n. Abduction of the Beneficiary or direct relatives, as long as it is provable, and of public knowledge.
- o. Holiday cancellation.
- p. Job change
- q. Visa denial (issuance 72hs before)

If the plan is acquired on the conditions previously advised and if the benefit is applicable, the validity starts from the moment the Beneficiary acquires his/her Assistance Plan and ends at the moment of the trip's initiation.

This service doesn't apply to persons over 74 years at the moment of the trip.

### **17. Civil Responsibility**

In the case the client results civilly liable of a faulty act on a trip covered out of his/her residence country, ASSISTOTUVIAJE through policies taken from insurance companies will compensate per act up to:

- USD 2500 in concept of legal fees
- USD 10.000 in concept of compensation to third parties for damage to persons and/or third-party property.

Exclusions of this benefit:

1. Contract obligations
2. Possession, use or handling of air and land vehicles or self-propelled or towed aquatic vehicles.
3. Professional Civil Responsibility and/or Errors and Omissions
4. Sexual Harassment and/or Abuse.
5. Punitive and exemplary damages, fines and penalties.
6. Possession and/or use of weapons.
7. Pollution and/or Contamination.
8. Electronic transmission of data or any other information.
9. Involvement in fights

This benefit is not included on all the products. Verify on your voucher the detail of the provided provisions included on the acquired product.

### **18. Applicable exclusions for all the services and benefits of the plans**

The following events are expressly excluded from the ASSISTOTUVIAJE medical assistance system:

1. Chronic or pre-existing, defined, or recurrent diseases suffered prior to the initiation of the validity of the plan and/or trip, whether the Beneficiary knows them or not, as well as its intensifications, aftermaths and direct or indirect consequences (even when the same appear for the first time during the trip)
2. Diseases, injuries, medical conditions or complications due to treatments carried out by persons or professionals non-authorized by the medical department of the ASSISTOTUVIAJE's Assistance Center, or except for what it was determined in the preceding point.
3. The homeopathic, acupuncture, kinesiotherapy, thermal cures, podiatry, manicure, pedicure treatments, etc.
4. The conditions, diseases or injuries company derived, criminal or prosecuting attempt or action on behalf of the Beneficiary, directly or indirectly such as fights, floggings, etc.
5. Conditions, burnings or injuries as a result of the long exposure to the sun or to heating and chemical sources, UV rays.
6. Treatment of diseases or pathological states produced by the intake or intentional supply of toxics (drugs), narcotics, alcohol, or by the use of medicines without the corresponding medical order.
7. Expenses incurred for any type of prosthesis, including the dental prosthesis, lenses, hearing headphones, wheel chairs, crutches, glasses, etc.

8. Events occurred due to simple trainings, simple practices or active or non-active participation in sport competitions (professional or amateur). Furthermore, are expressly excluded the occurrences of dangerous or extreme risks sports, including but not limited to: Motorcycling, Car racing, Boxing, Polo, Water Skiing, Diving, Hang Gliding, Kartism, Quad bikes, Alpinism, Ski, Football, Boxing, Canoeing, Paragliding, Kayaking, Badminton, Basketball, Volleyball, Handball, Karate Do, Kung Fú, Judo, Archery, Rifle Shot, Disc, Rappel, Diving, Torrentism, Mountaineering, Climbing, Bungee jumping, Athletics, Cycling, Luge Speleology, Skeleton, Hunting, Bobsleigh, etc., and other sports practiced outside statutory tracks authorized by the respective sports federations. Except for the product with sport coverage, which only count with the exclusion of the following sports: Motorcycling, Car racing, Torrentism, Mountaineering, Climbing, Bungee Jumping, Luge Speleology, Skeleton, Hunting, Bobsleigh, Paragliding, Boxing, karate Do, Kung Fu, Judo, Archery, Rifle Shot.
9. Births, pregnancy states, gynecological controls, and their related tests and also the contraceptive methods, except for the products that contemplate the Future Mother provision.
10. Abortions, or losses whatever their etiology or origin is, except for the products that contemplate the Future Mother provision.
11. All kind of mental, nervous or psychological illnesses, including the nervous, panic, stress or similar crisis, eating disorders such as bulimia, anorexia, vigorous, megarexia, among others.
12. Conditions, diseases or injuries derived of the consumption of alcoholic drinks or any other type.
13. Acquired Deficiency Immune Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) in all its forms, aftermaths and consequences. The venereal diseases and/or in general all type of provision, test and/or treatment that hasn't been previously authorized by the Assistance Center.
14. The events and the consequences of triggering natural forces, tsunamis, tremors, earthquakes, storms, hurricanes, cyclones, floods, nuclear radiation and radioactive vents, as well any other extraordinary natural or not phenomenon, or event that due to its magnitude or severity is considered a national, regional or local disaster or catastrophe, earthquake, hurricanes, floods, etc.
15. Suicide, or the attempt of suicide or the self-inflected injuries on behalf of the Beneficiary and/or his/her family, as well as any act of gross irresponsibility or gross recklessness on behalf of the travel assistance's Beneficiary.
16. The events as consequence of war and invasion acts, acts committed by foreign or national enemies, terrorism, war hostilities and operations (whether the war is declared or not), civil war, rebellion, insurrection or military, naval or usurped power, intervention of the Beneficiary in riots, demonstrations or tumults that have or not a civil war nature, or whether the intervention it's personal or as a member of a civil or military organization; terrorism or another severe alteration of the public order.
17. The ill-intentioned and/or bad faith acts on behalf of the Beneficiary or his/her representative's.
18. The expenses in concept of second medical consultations not previously requested and authorized by the ASSISTOTUVIAJE emergency center.
19. The routine medical tests, the laboratory tests for medical controls, the diagnosis and/or control tests, the laboratory or radiology or other means tests, whose purpose is to establish if the disease is a pre-existence, such as the x-rays, doppler, magnetic resonances, tomographies, ultrasounds, images, every nature scanner, etc.

The medical tests practiced in order to establish if the condition corresponds to a pre-existing disease or not. In case the result was a pre-existing disease and the Beneficiary hasn't contracted a plan including pre-existing medical assistance, the Beneficiary will bear the costs.

20. Expenses for public or private transportations or transfers paid by the Beneficiary from his/her hotel or place where he/she is at, till the hospital center, or medical center or doctor's consultation room. Unless such expenses had been expressly authorized in writing or verbally by the Assistance Center.
21. The diseases derived or consequence of congenital deformations known or not by the Beneficiary.

22. Injuries or accidents derived of air accidents on planes not intended nor authorized as public transportation, including private chartered flights.
23. Conditions, diseases or injuries directly or indirectly derived of fights (unless it's the case of a legitimate defense verified with police report), strike, vandalism or popular tumult in which the Beneficiary would have participated as active element. The attempt or commission of an illegal act, in general, any willful or criminal act on behalf of the Beneficiary, including the provision of false information or information different from the reality.
24. Endemic, pandemic, or epidemic diseases. The assistances for these diseases in countries with or without sanitary emergency in case the Beneficiary hasn't followed the suggestions and/or instructions regarding travel restrictions and/or prophylactic treatment and/or vaccination issued by sanitary authorities.
25. ASSISTOTUVIAJE won't bear tests or hospitalizations for the evaluation of the pre-existing diseases medical condition and/or dismiss their relation to the condition that motivates the assistance. In this cases the expenses will be on the Beneficiary's behalf, unless they had been previously authorized by the ASSISTOTUVIAJE medical assistance center in writing or verbally.
26. Any expense or medical assistance that hasn't been previously consulted and authorized by the ASSISTOTUVIAJE assistance center.
27. The diseases or indispositions resulting from the women's menstrual period disorders, such as advances or delays, as well as bleedings, flows and others.
28. Problems related to the thyroid.
29. Liver diseases, such as Cirrhosis, Abscesses and others.
30. Tests and/or hospitalizations for stress tests and all type of preventive controls.
31. Any type of hernia and their consequences.
32. Kidnapping or the attempt of it.
33. Risks from situations not included on the personal accident concept, such as injuries resulting from dependents predisposed or facilitated by repetitive or cumulative micro-traumas, or cause and effect related to them, as well as the injuries classified as injuries by repetitive stress, musculoskeletal job-related diseases, injuries by continuous trauma, etc., or similar, as much as their post treatment consequences even surgical at any time.
34. Professional risks: if the reason of the Beneficiary's trip was the execution of jobs or tasks that involve a professional risk.
35. The situations acknowledged or compared by the official bodies of social action or similar, to the accident disability, in which the triggering event of the injury doesn't fully fits into the disability by personal accident characterization.
36. Driver or passenger injuries due to any type of vehicle use, including bikes, motorbikes and mopeds without driving license, or without helmet, or without contracted insurances.
37. Immune compromised diseases, whether as a consequence of the disease itself or as a consequence of the drugs used for its treatment; oncological diseases, cardiovascular disorders, chronic breathing diseases, kidney infections chronic or not, hepatitis; all types of endemic, epidemic and pandemic diseases, etc., known or not by the Beneficiary. (The list is taxative and non-enunciative).
38. The accidents and diseases presented in countries in civil or foreign war are excluded. Examples: Afganistán, Irak, Sudan, Somalia, Corea del Norte, etc. (the list is taxative and non-enunciative)
39. The Beneficiary on illegal immigration or occupational status won't receive any kind of assistance (including non-declared occupation on the country where the assistance is required, or students caught working on the foreign country without the corresponding local authorities authorization)
40. ASSISTOTUVIAJE won't bear physiotherapies, in these cases the expenses will be on the Beneficiary's behalf unless for being a non-occupational accident, or due to sport practices (only the products with sports included) had been authorized by the ASSISTOTUVIAJE Medical Assistance Center, under no reason could they exceed 10 sessions. In case it's proven the reason of the trip is the treatment abroad of a basis disease, and that the current treatment

has any direct or indirect bond with the previous condition reason of the trip, ASSISTOTUVIAJE will be released of providing their services. For such purposes ASSISTOTUVIAJE reserves the right to investigate the connection between the current fact and the previous condition.

#### **19. Competent Agreement**

It' s expressly agreed between the parties, in relation to the contractual relation-ship between the voucher' s Beneficiary and the supplier that any interpretation problem about the scope of it and/or legal claim, that couldn' t be solved in a friendly way between the parties, must be submitted to jurisdiction of the Miami Florida courts, excluding any other forum and jurisdiction that could correspond.

#### **20. Disclaimer of the selling agents**

The representatives and/or selling agents (Travel Agencies, Tourism Operators, Transport companies of any type and every issuing agent authorized in this particular case) won' t be considered a part of the present Travel Assistance Provision Contract, reason why they are exempt from any liability relevant to the subject of the present Agreement.

#### **21. Non-cumulative services and/or intervention of other companies**

In no case ASSISTOTUVIAJE will provide to the Beneficiary the assistance services established on the MEDICAL ASSISTANCE PLAN of the TRAVEL CERTIFICATE, nor will they refund the expenses of any type, as long the Beneficiary requests or has requested provisions for the same problem and/or condition to any other company, before, during or after having requested them to the supplier.

#### **22. Subrogation**

Up to the amounts disbursed in compliance with the obligations arising from the present General Conditions, the ASSISTOTUVIAJE medical assistance cards and/or the insurance companies that assume the risk as a result of the order of ASSISTOTUVIAJE, will automatically be subrogated to the rights and actions that may correspond to the Beneficiary or its heirs against third parties natural or legal persons by virtue of the event that motivates the provided assistance and/or paid benefit.

Furthermore, the Plan' s Beneficiary agrees to pay at the moment to ASSISTOTUVIAJE any amount it has received from the cause of the accident and/or its Insurance Company(s) as an advance(s) on account of the settlement of the final compensation to which the Beneficiary is entitled; up to the amount of payments it could have received from the insurance companies in the occurred event.

Without the enunciation being understood as exclusive, it' s expressly covered by the subrogation the rights and actions that may be brought against the following persons:

1. Third parties responsible of a transit accident.
2. Transport companies, regarding the restitution – total or partial - of the price of non-used tickets, whenever ASSISTOTUVIAJE has taken over the transfer of the Beneficiary or his remains. As a consequence, the Beneficiary irrevocably yields in favor of ASSISTOTUVIAJE the rights and shares included in this clause, forcing itself to carry out all the necessary legal acts and to provide all the cooperation required due to the agreed subrogation. Refusing to cooperate or to remove such rights to ASSISTOTUVIAJE and/or the insurance companies that assume the risk as a result of ASSISTOTUVIAJE's assignment it will be the released of the obligation to meet the benefits offered and/or due. Similarly ASSISTOTUVIAJE reserves the right to be able to assign totally or partially both the rights derived from the contractual relationship with the Beneficiary, as well as the execution, services provision and the other obligations on their behalf to professional third-party legal entities in the field of assistance to companies in the field. In this sense, the Beneficiary is aware of such right and therefore expressly waives to be notified or previously communicated of such assignments.

### **23. Exceptional circumstances of unimpeachable non-performance**

Neither ASSISTOTUVIAJE nor their service suppliers' network, will be responsible or enforceable for fortuitous events resulting in delays or unimpeachable non-compliance due to natural disasters, strikes, wars, invasions, acts of sabotage, hostilities, rebellion, insurrection, terrorism or pronouncements, popular manifestations, radioactivity, or any other cause of force majeure.

Whenever elements of this nature intervene, ASSISTOTUVIAJE commits to implementing its commitments within the shortest possible period and as long as such benefit is feasible, the contingency to justify it is maintained.

### **24. Resource**

ASSISTOTUVIAJE reserves the right to require to the Beneficiary the refund of any expenses incurred unduly, in case of having provided services not covered by this contract or outside the validity term of the contracted assistance plan, as well as any payments made on behalf of the Beneficiary.

### **25. Responsibility**

ASSISTOTUVIAJE won't be responsible and won't compensate the Beneficiary for any loss, damages, injuries or diseases caused by providing the Beneficiary to its request, individuals or professionals to assist him/her medically, pharmaceutically or legally.

In these cases, the individual or individuals designated by ASSISTOTUVIAJE will be held as agents of the Beneficiary without any resource of any nature or circumstance against ASSISTOTUVIAJE, regarding such designation. ASSISTOTUVIAJE seeks to make available to passengers the best health professionals and the best means, however, they may never be held totally or partially as responsible for the poor services or malpractice of such professionals or entities.

### **26. Expiration, resolution, modification**

Every claim to implement the obligations that ASSISTOTUVIAJE assumes through the present General Conditions, must be formulated in due form and in writing within the maximum non-renewable period of thirty (30) calendar continuous days, counted from the date of the event that led or should have led to the compensation or the benefit provision.

After the advised period, the automatic expiration of all rights not exercised in due course will occur.

The Beneficiary may request the unilateral resolution of an individual assistance plan exclusively, by written note addressed to ASSISTOTUVIAJE, as long as such request is made with at least 48 hours prior to the scheduled travel initiation date reflected in the corresponding voucher.

### **27. Deductible or franchise.**

If the assistance plan contemplates a deductible or franchise, the Beneficiary must pay the amount of the same for any type of service. In case of using the assistance services twice due to an event non-related to the first one, the Beneficiary will have to pay for the second time this deductible, at the moment of the attention.

### **28. Reimbursements – Refunds**

a) Origin: ASSISTOTUVIAJE will reimburse expenses incurred in the following cases and situations always within the established limits for each type of expense and product and whenever exists a previous authorization granted by the ASSISTOTUVIAJE Assistance Center:

- 1) Expenses arising in circumstances of impossibility to contact the Assistance Center or in cases of life-threatening emergencies.
- 2) Medicine expenses.

- 3) Expenses generated by assistance received in places where ASSISTOTUVIAJE does not provide services directly as long as they have been previously authorized by the Assistance Center.
  - 4) Reimbursement of expenses for delayed or cancelled flight.
  - 5) Compensation of expenses for delayed or lost baggage.
  - 6) Tickets in the cases provided in the clauses "Returning Journey" and "Returning Journey for a Relative' s Death"
  - 7) Hotel expenses for convalescence.
  - 8) Refund for cancellations and travel interruptions.
  - 9) Reimbursement of costs for calls to the Assistance Center,
- b) Procedure:
- 1) Deadline for requesting the refund: 60 days from the date of returning of the Beneficiary to the country of his/her Residence.
  - 2) Refund request: The expenses refund is requested in writing, by note addressed to ASSISTOTUVIAJE describing the facts, reasons and circumstances that gave rise to the application, attaching original receipts, copy of original id or passport, medical information when corresponding, all in accordance with these General Conditions, police report when corresponding and other documentation required according to the nature of the expense and in the mentioned clauses quoted in the above a) item, either by mail beared by the Beneficiary, in a personal manner or through the issuing travel agent and/or the region's general sales agent if any.
  - 3) ASSISTOTUVIAJE' s right: ASSISTOTUVIAJE has the right to require all documentation necessary to corroborate the merits of the refund based on the alleged facts and the established requirements in these General Conditions. The non-submission of documentation will suspend and release ASSISTOTUVIAJE from any refund.
  - 4) Response: ASSISTOTUVIAJE will have thirty days from the receipt of all the necessary documentation to respond to the Beneficiary whether the requested refund is appropriate or not.
  - 5) Currency: Refunds will be made in the legal tender currency of the country where the travel assistance service was contracted on.
  - 6) Place and date of payment: Refunds will be made after the end of the trip in the Beneficiary' s residence country according to the declared domicile and/or in the contracting country of the passenger assistance service. ASSISTOTUVIAJE will have thirty days from the date it has responded to the Beneficiary that it will proceed with the requested refund to make such payment and through the means ASSISTOTUVIAJE determines.
  - 7) Exchange rate: The exchange rate to be applied shall be the official rate and in force on the day before the issuance of the Authorization... The refund of those amounts taken as tax perception and/or withholding will not apply.
  - 8) Limit: The amount to be refunded may not exceed the current duties and rates according to the uses and customs in the country where the expenses were generated, nor the maximum equivalent that ASSISTOTUVIAJE would have assumed if the benefit was directly contracted through its network. Nor may it exceed the amount of expenses provided in the special conditions described in the ASSISTOTUVIAJE travel assistance voucher that has been sent and delivered for the corresponding service to be refunded.

### **29. Request for Cancellation of the service voucher.**

The cancellation process for travel assistance services can be initiated at least 72 hours prior to its validity initiation date. Only cancellation and/or return requests for cancellation or postponement of the trip due to force majeure will be accepted. Requests for cancellation of vouchers will not be received under any circumstances once the traveller assistance service has come into force. Once initiated the validity of a voucher it automatically expires the right to request the cancellation of the same, without the right for the Beneficiary to a compensation of any kind. The procedure has an administrative cost of 10% of the paid amount with a maximum limit of US\$ 100 (one hundred american dollars). This procedure should be carried out by submitting in person to the issuing travel agency or to the commercial office of the general sales agent in the region and by submitting the following documentation:

- 1) Written request from the Beneficiary of the traveller assistance voucher stating why the scheduled trip will not be made.
- 2) Passport and photocopy where identity, photo and signature of the applicant is registered.
- 3) Passport and photocopy where the stamp or note is registered expressing the rejection or denial of visa
- 4) Original certificate and photocopy issued by the embassy or consular authority expressing the rejection or denial of visa
- 5) Original and complete traveller assistance service voucher
- 6) Money in US Dollar (US\$) or in local currency at the IATA exchange of the day for the payment of the corresponding administrative expenses.

By order and request from different consulates and embassies, the voucher that has been liable for cancellation will be reported as annulled before these authorities.

**IMPORTANT:**

In the event that the legislation of a particular country where an assistance plan is purchased, deems any benefit included in the proceeds to be null, unenforceable, regulated or illegal any of the benefits on the varying ASSISTOTUVIAJE' s plans, the parties have already agreed that such benefit will be non-written, non-applicable or non-existent, keeping the rest of them fully valid. In every case, ASSISTOTUVIAJE has the unilateral right to unilaterally rescind the contracted plans and reimburse or refund to the Beneficiaries the amount paid for such concept. In cases where the Beneficiary or the issuing agent of an assistance plan provides false information regarding the identity, origin or data that instructs ASSISTOTUVIAJE to improperly compensate a natural or legal person it will automatically result in cancellation.