

# GUARANTY OF TRIP TO CUBA



**ESICUBA**

Conditions

**GUARANTY OF TRIP TO CUBA**  
**GENERAL CONDITIONS**

- INSURANCE ENTITY:  
(INSURER)** SEGUROS INTERNACIONALES DE CUBA, S.A. (ESICUBA)  
Address: 314 Cuba St., Habana Vieja, La Habana, Cuba  
Hereinafter called the Insurer.
- POLICYHOLDER:** Airline who in name of the **Traveler**, contract the guaranty and is responsible for the obligations of the contractual relationship established with the Insurer, as set out in the Particular Conditions of this Contract.
- TRAVELER:** It is the person who is exposed to the risks covered by this Guaranty exerts the rights and is responsible for the obligations of the contractual relationship constituted.
- MAXIMUM GLOBAL AMOUNT (MGA):** It is the amount of expenses, which hereinafter shall be called MGA, to be afforded to the **Traveler** by the Insurer, for all the concepts and services provided by means of these here General Conditions.
- The amounts expressed in the Summary of Benefits are included within the MGA, therefore the sums computed as expenses for any of such amounts will be deducted among themselves.
- ACCIDENT:** It is understood by accident any kind of bodily traumatic injury suffered by the **Traveler** which could be identified beyond any reasonable doubt by the physicians and produced directly and independently of any other cause, by an external, unforeseen, unintended, sudden and fortuitous event.
- SICKNESS:** It is understood by sickness any alteration of the health state of an individual that suffers the consequence of any pathology, which requires the assistance, diagnose and confirmation of the sickness by a physician.
- CONGENITAL SICKNESS:** It is the suffering with which someone is born, or is acquired in the uterus, and could be discovered during the birth or in any other life period.
- PRE-EXISTING CONDITIONS:** They are the existing Insured health-state conditions, that can be easily proved by established diagnose means frequent in health services in any country, and previously to the date of taking this Guaranty:
- a) Had been previously diagnosed by a physician,
  - b) Had been apparent of plainly seen, or
  - c) They would be those, which by its symptoms or signals could not have gone unnoticed.

**MEDICAL EMERGENCY:** It is the sudden change in the health of **Traveler** manifested by acute signs and symptoms that endanger life, physical integrity or viability of any of its organs and therefore, lead to the **Traveler** requires immediate medical attention.

**RECURRING SICKNESS** It is the return of the same sickness after having been treated, usually three or more times during the same calendar year.

**ENTITY ASSISTANCE:** Assistance Entity, hereinafter called ASISTUR, is the entity who under the contract subscribed with the Insurer, is in charge to provide the assistance services that the **Traveler** party might permanently need during 24 hours a day, 365 days a year.

**ALARM CENTER:** It will be understood as such to the office belonging to the Entity Assistance, which is responsible to coordinate the required of **Traveler** in this Guaranty for provide assistance services.

Hereinafter called the **ASISTUR ALARM CENTER**.

#### **CLAUSE 1: INSURANCE OBJECT**

The object of this contract is to indemnify during its validity, the expenses incurred by the **Traveler**, always provided that they had been caused as a direct consequence of the foreseen risks of the insurance contract, according to the **MGA** agreement stated in the Summary of Benefits and up to the limits stated for each of the covered expenses.

#### **CLAUSE 2: TERRITORIAL LIMITS**

All the coverage of this Guaranty shall only be in force within the territory of the Republic of Cuba.

#### **CLAUSE 3: CANCELLATION FOR FALSE OR FRAUDULENT CLAIMS**

The **Insurer** may terminate this contract by false or fraudulent claims.

#### **CLAUSE 4: RESPONSIBILITY**

The **Insurer** shall not be held responsible, and will not indemnify the **Traveler** for any harm, damage, injury, or sickness caused by persons or professionals authorized by the Insurer to provide medical, pharmacological or legal assistance at the request of the **Traveler**. The **Insurer** provides services without any charge, only when they are requested in the circumstances already mentioned.

#### **CLAUSE 5: TRAVELER OBLIGATIONS**

It is obligation of the **Traveler**, take all necessary measures to avoid or minimize the consequences of the **accident** or **sickness** that caused the expenses.

The **Traveler** is in the obligation to develop all necessary activity to safeguard the **Insurer** right of recovery.

#### **CLAUSE 6: OBLIGATIONS OF THE POLICYHOLDER**

It is the **Insurer** obligation to ensure the service offered by this contract, either directly or by hiring an **Entity Assistance**.

## CLAUSE 7: NOTIFICATIONS AND / OR COMMUNICATIONS

All Notification and/or Communication to the Insurer shall to the address described in this General Conditions.

Any Notification and/or Communication regarding an incident will be immediately inform, to the **ASISTUR Alarm Center** whose data are specified in the information provided by Carrier and as described in Clause 13 CONFIGURATION OF THE ASSISTANCE SERVICE.

Contact details of the ASISTUR Alarm Center:

**Address:** 208 Paseo del Prado St., Habana Vieja, La Habana, Cuba.  
**Phones:** (53) 7866 4121/ 7866 8339/ 7866 8527/ 7866 8920/ 7867 1315;  
**Fax:** (53) 7866 8087  
**E-mail:** [asisten@asistur.cu](mailto:asisten@asistur.cu)

Communications from the insurer to the Guaranty, will be made to the address stated or mediator appointed by this Contract.

The communications makes by the Policyholder to the Contract a mediator, representative of the Insurer will have the same effects as if they had been made directly to it.

All communication and / or notification between the parties to the legal effects must be made or confirmed by writing.

## CLAUSE 8: INDEMNIFICATION

The **Traveler** will receive the benefit in this Guaranty hired by notice to the **ASISTUR Alarm Center**, and **Entity Assistance** will be the one who take care of all related expenses allowed in the Summary of Benefits.

In the case the health services, the payment of indemnities will be made directly to the Health Institution and up to the **Maximum Global Amount (MGA)** described in the Summary of Benefits, counting the specific limits in each of the contracted benefits, as long as the invoices issued by the Health Institution correspond to the costs covered by this Guaranty; running by **Traveler's** account the amount who exceeds to the specified limit.

## CLAUSE 9: REIMBURSEMENT FOR EXPENSES INCURRED

If exceptionally is impossible to operate under CLAUSE INDEMNIFICATION, the **Traveler**, after paying services in the Health Institution or other permitted, shall notify the **ASISTUR Alarm Center** that can reimburse for themselves previously, must submit the following documents at the earliest opportunity and within the lifetime of this Guaranty:

- a) Letter with these personal details (Name and No. Identity Card and Passport); contact details (E-mail and phone in Cuba) and details of the event (Date you received the service, type of services received and the total amount to claim), arguing the reasons you are not received assistance through **ASISTUR Alarm Center**.
- b) Original evidence of the costs incurred (invoices, receipts, payment receipts associated expenditure, etc.), all these documents must be originals.
- c) Medical report relating to the service received and claimed.
- d) Photocopy of identification documents Identity card and Passport.

From this documentation the **ASISTUR Alarm Center** and the **Insurer** will assess the case and if necessary request, any other documents or additional information to verify the elements thereof.

Once the **Traveler** has provided all the documents required by the Insurer and **ASISTUR Alarm Center**, the Insurer shall reimburse the amounts or notify its rejection. Payments will be made in Cuban Convertible Peso (CUC) currency in the Central Office of **Insurer** in Cuba.

**CLAUSE 10: SUBROGATION**

Only by the existence of this policy, once that the loss has been paid, the **Insurer** is subrogated in all rights, legal remedies, and right of action of the **Traveler** against the authors or responsible persons for the disaster, by any title or by any cause that might exist, and even against the another **Traveler** if there would exist any cause or title.

The **Traveler** must guarantee that the rights against the possible responsible third parties must be duly reserved and exercised, so that the right of subrogation of the Insurer would not be damaged.

The Insurer in no case will be forced to indemnify any claim in which its right of recovering would be damaged as a consequence of any act or agreement of the **Traveler**, by means of which the responsibility of third party might be relieved, modified or diminished, without previous information to the Insurer and its approval.

The Insurer in no case will be forced to indemnify any claim in which its right of recovering would be damaged as a consequence of any act or agreement of the **Traveler**, by means of which the responsibility of third party might be relieved, modified or diminished, without previous information to the Insurer and its approval.

**CLAUSE 11: VALID OF THE GUARANTY:**

The coverage stated by this guaranty have effect only for thirty (30) calendars days, from the entry of the **Traveler** to the national territory of the Republic of Cuba.

**CLAUSE 12: NULITY OF THE GUARANTY**

The Guaranty will be null If the **Traveler** or the Policyholder had hidden or falsely described any material fact or circumstance related to this Guaranty, which could have influenced on the agreement and the performance of the Contract, or because of the bad faith of some party, or the inaccurate declaration of the **Traveler** or the Policyholder, even when it was done in good faith, whenever it could influence on the risk appraisal.

**CLAUSE 13: CONFIGURATION OF THE ASSISTANCE SERVICE:**

The Insurer makes available to the **Traveler** an **ASISTUR Alarm Center** with permanent assistance 24 hours a day, 365 days of the calendar year, to assist in each one of the Summary Benefits.

To activate de Service the **Traveler** or any accompanying person must be act as follow:

- a) Shall be contact to the **ASISTUR Alarm Center** by email or phone, indicating the following dates: Traveler's Name and Last Name, Airline of **Traveler** through to Cuba, Date of Entry to Cuba, Address of the location and phone number, Service required.
- b) Once In a Health Institution the **Travelers** shall submit the following documents: Air ticket (electronic or physical), Passport, Identity Card.
- c) If the **Traveler** arrives directly to the Health Institution, without contact with the **ASISTUR Alarm Center**, must contact with them providing all information concerning to the event suffered and the assistance received.

d) Expenses covered by medical nature and transportation must be pay by agreement between the physician and **ASISTUR Alarm Center**.

#### CLAUSE 14: COVERED EXPENSES

##### CLAUSE 14.1 : MEDICAL ASSISTANCE IN CASE OF ACCIDENT OR NON PREEXISTING SICKNESS

The Insurer will cover up to the limit (**MGA**) stated in the Summary of Benefits, the surgical medical expenses, as well as dental, pharmaceutical, and hospitalization expenses, incurred as a consequence of a sickness or accident that happened during the trip and during the validity period of the Guaranty.

These services are limited to urgency treatments of serious cases and are devised for the assistance during the trip of sudden and unpredictable events, when it had been clearly diagnosed a serious sickness, easily proved that may hinder the normal continuation of the trip, and for this reason the services are not designed or agreed on to provide the selection of procedures or to provide in advance long term treatments or procedures of a considerable length, but only to guarantee the initial recovery of the patient and the normal physical conditions to allow carrying on with the trip.

They include:

a) Medical assistance in case of **accident** or non-preexisting sickness or non recurrent sickness.

b) First medical attention in case of **pre-existing sickness**.

The resulting costs of the complication of pre-existing or congenital sickness will be covered until the stabilization or control condition of the patient who gave birth to the medical emergency or the finish of the specific limit of this coverage, whichever comes first. The costs arising from stabilizing or control of the situation that causes the medical emergency are excluded from coverage and must be taking by the **Traveler**.

If it is not a **medical emergency** will prevail the coverage conditions, in which are excluded.

c) Ambulatory medication.

Expenses for ambulatory medication shall only be covered for the ambulatory treatment, all of which must be acquired by medical prescription in the pharmacy pertaining to the hospital center, or in the drugstore chain established in the country.

d) Medication in case of hospitalization.

e) Accompanying expenses during hospitalization.

It is the daily expenditure incurred by a **Traveler**, by the permanence of a companion during his hospitalization.

f) Dental emergencies.

Urgent dental treatment expenses shall be covered in cases of urgent treatment for infection, pain or trauma. Dental attention shall be limited to the treatment of pain and/or extraction of the tooth, and it must not exceed the specific limit in the Summary of Benefits.

g) Health transfers in the national territory of the Republic of Cuba.

Expenses for sanitary transportations are those incurred by ambulance services, caused by an accident or sickness that may require the transportation of a **Traveler** under special conditions or by medical prescription due to the urgency or seriousness of the case. Transportations may be carried out in taxis, if

there were no ambulances available, and the Insured conditions can allow it, and in all cases the expenses must be included in the **MGA**.

#### CLAUSE 14.2: REPATRIATION AND TRANSPORTATION (SANITARY OR FUNERAL)

##### a) About the Deceased

In case of death of the **Traveler**, the Insurer will be in charge of all the procedures, conditioning, and transportation expenses of the body from the place of death, up to the place of burial in the country of residence. The payment for special coffins and those for the burial and its ceremony are excluded from this Guaranty.

##### b) Return Trip of the Companion of the repatriated insured

When the **Traveler** would be repatriated, **ASISTUR** will organize and will be in charge of the journey of one (1) companion on the return trip to the place of permanent residence of the **Traveler**, always provided that the afore mentioned companion would be also **Traveler** with this type of insurance, and would have been traveling together with the **Traveler** at the moment of the happening of the assistance that caused the Sanitary Repatriation. The selection of the mean(s) of transportation to be used shall be under the exclusive criteria of the **Insurer**.

##### c) Transfer of a Relative

In case the **Traveler** traveling alone would be hospitalized for more than ten days, the **Traveler** will be in charge of the transfer of a relative, buying an air ticket in tourist or economic class, to have him accompany the Insured during the hospitalization term. This benefit shall be provided only when the hospitalization term would be included within the validity of the Insurer, plus seven additional days.

##### d) Companions of Underage or Adults

If the **Traveler** would travel as the only companion of one or more persons under fifteen years, being these also **Traveler** by this Guaranty, and he would be unable to take care of one or all of them because of a sickness or accident happened during the trip, the Insurer in charge of them, and by means of **ASISTUR**, shall organize the travel of a relative to keep company of the underage person or persons during the returning trip towards its or their place of permanent residence.

##### e) Hotel Expenses for Convalescence

Hotel Expenses for Convalescence are those incurred by the **Traveler** and his companion in a hotel, when the **Traveler** is unable to return to his country of residence. The **Insurer** will reimburse the **Traveler** hotel expenses, only for lodgings (id est, without extras) always provided that the **Traveler** had been previously authorized by **ASISTUR**, when the medical practitioner would have prescribed compulsory rest after a hospitalization. To obtain this benefit the **Traveler** must have been hospitalized for a minimum of five days (5) period, and such hospitalization must have been undoubtedly approved by **ASISTUR**. Such hotel expenses will have a daily limit and a maximum total stated in the Summary Benefits.

#### CLAUSE 15: EXCLUSIONS

Expenses not covered by this Insurance are those caused by:

- a) Benefits non requested by the **Traveler** throughout **ASISTUR Alarm Center** and carried out without its Contract, except in case of Force Majeure, (Acts of God), or proved material impossibility.
- b) The disasters caused by malicious intent of the **Traveler** or the **Policyholder**, or the persons that travels with the **Traveler**. Diseases, sicknesses or injuries directly or indirectly derived from a quarrel (unless they were produced in self defense), strike, acts of vandalism, or riots, in which the **Traveler** had actively participated; the attempt or commission of an illegal act, and in general any criminal act or

committed with malicious intent by the **Traveler**, including the supply of false or different information from the real one.

- c) Disasters happened in case of war (whether declared or not), demonstrations or popular movements, terrorism and sabotage acts, strikes, arrests by any authority for any crime non derived from automotive accident, restrictions to free circulation, or any other case of Force Majeure (Act of God), unless the **Traveler** proves that the disaster is not related to those events.
- d) Participation in any class of dangerous competitions, as well as training or sporting event, betting, and the following consequences for the practice of dangerous pastimes or hobbies of high risk, including but not limited to: hunting, underwater activities, hang gliding, mountaineering, motorcycling, motoring, boxing, all terrain vehicles, etc. This exclusion may be eliminated by paying an extra prime.
- e) Disasters that had been caused by radiations produced by transmutation or nuclear disintegration, or radioactivity.
- f) Rescues in the sea or mountain.
- g) Air trips in planes not assigned and authorized as public transport.
- h) Suicide, or diseases and injuries as consequences of attempt of suicide, or intentionally caused by the **Traveler** to himself.
- i) Treatments, **Sicknesses**, and pathological states, as well as any consequence caused by the intentional ingestion, or administration of toxics, (drugs), alcohol, narcotics, or by the use or medicaments without medical prescription.
- j) Expenses for prosthesis, orthotics, synthesis, or any type of mechanical help for inner or external use, including, but not limited to: orthopedic articles, dental prosthesis, headphones, glasses, contact lenses, splints, crutches, nebulizers, respirators, etc.
- k) Pregnancies, births, abortions, independently from its etiology, as well as any consequence derived from a pregnancy state, unless it is a clear and unforeseeable complication. Pregnancy states exceeding the 26 week of pregnancy, are excluded whichever the nature of the cause that produces the treatment.
- l) Any fact derived from a mental disorder, by any cause and even being transitory.
- m) Controls of blood pressure. Arterial hypertension and its consequences.
- n) Human immunodeficiency syndrome, AIDS and HIV in all its manifestations, exacerbations, aftermath, and consequences, as well as venereal or sexual transmitted sicknesses.
- o) Chronic and/or preexisting sickness: There are expressly excluded the studies and/or treatments related to chronic, or preexisting, or congenital, or recurrent diseases, whether known by the Traveler or not, except in case of medical emergency.
- p) Any dental treatment, treatment of diseases and dental operations, endodontic, orthodontics, except in cases where the injury is traumatic as a result of an accident during the term of the contract, or as a result of dental emergency as set forth in Section 14.1 f).