

**TRAVELER ASSISTANCE INSURANCE**  
**GENERAL CONDITIONS**  
**ABOUT TERMS AND THEIR DEFINITION**

<b>INSURANCE ENTITY (INSURER)</b>	SEGUROS INTERNACIONALES DE CUBA, S.A. (ESICUBA) Address: 314 Cuba St., Old Havana, Havana. Hereinafter called the Insurer
<b>INSURED:</b>	It is the titleholder of the insured interest, and therefore, the one whose properties, person, and responsibilities are exposed to risk, and the one who exercises the rights and who meets the obligations of the established insurance contract.
<b>POLICYHOLDER:</b>	It is not the titleholder of the insured interest, but the one who contracts the insurance policy with the insurance entity, for the Insured party. The Policyholder and the Insured party could either be, or not the same person.
<b>ASSISTANCE ENTITY:</b>	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 Insured party might permanently need during twenty-four hours a day, for the 365 days of the year.
<b>PREMIUM:</b>	It is the return payment that the Insured must pay for the insurance coverage offered by the Insurer, with the conditions stated on the insurance contract, and to be payable at the Insurer's address, always provided there is no stated contradictory stipulation
<b>INDEMNIFICATION LIMITS</b>	It is the amount that represents the maximum responsibility limit of the Insurer, for the payment of the indemnification or services agreed on.
<b>MAXIMUM GLOBAL AMOUNT (MGA):</b>	It is the amount of expenses, which hereinafter shall be called MGA, to be afforded to the Insured by the Insurer, for all the concepts and services provided by means of these here General Conditions.
<b>ACCIDENT :</b>	It is understood by accident any kind of bodily traumatic injury suffered by the Insured 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. As an example, but not as a limited list, the following causes shall be considered: a) Suffocation or intoxication caused by fumes or gasses, or suffocation by immersion, or by obstruction of the breathing system not caused by any sickness. b) Intoxication or poisoning by ingestion of poisonous substances and foods in bad conditions consumed in public places, or bought in bad conditions c) Carbuncle or traumatic caused tetanus d) Rabies e) Direct consequences of poisonous-insect-stings f) Any accidents caused by surgeons or any medical practitioners, or veterinaries, during surgical operations, dissections and autopsies, when such accidents had caused microbial infections or intoxications.
<b>SICKNESS:</b>	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.
<b>CONGENITAL SICKNESS</b>	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
<b>PRE-EXISTING CONDITIONS</b>	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 the insurance : 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.
<b>RECURRING SICKNESS:</b>	It is the return of the same sickness after having been treated, usually three or more times during the same calendar year.
<b>LUGGAGE:</b>	It comprises all objects that the Insured carries with him during the trip. It shall include suitcases, bags, and any other container useful for trips including its contents.
<b>VALUABLE OBJECTS:</b>	It shall be understood as valuable objects: the jewels, watches, precious metal objects, furs, pictures, art objects, silver and artistic works with precious metals, unique objects, photographic cameras and its implements and radio, for registry or reproduction of sound or images, as well as its accessories, all kinds of informatics materials, scale models, and remote-controlled accessories.

**EXCEPTIONAL  
CIRCUMSTANCES  
FORCE MAJEUR:**

**AND/OR**

The Insurer is absolutely free, exempt and excused from any of its obligations and responsibilities in case the Insured may suffer any harm or requires assistance as a consequence derived from fortuitous loss or force majeure, such as climatic events, catastrophes, earthquakes, floods, storms, international wars or civil wars whether declared or not, rebellions, inner commotions, guerrilla or anti-guerrilla activities, hostilities, reprisals, conflicts, seizures, compulsory procedures, strikes, popular movements, lock-outs, acts of sabotage or terrorism, etc, as well as problems or delays produced by the termination, interruption, or suspension of communication services.

**CERTIFYING DOCUMENT:**

It is the certifying document that the Insurer or the Policyholder delivers to the traveler as an evidence of its condition of being insured.

**INSURED RESIDENCE**

It is the temporary or permanent residence of the Insured

Any of the terms defined above will have the same meaning in any part of this Policy.

**ON THE AGREEMENT, RENEWAL, AND CANCELLATION OF THE INSURANCE CONTRACT**

**CLAUSE 1: INSURANCE OBJECT**

The object of this contract is to indemnify during its validity, the expenses incurred by the Insured, 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 Benefit Diagram of this policy, and up to the limits stated for each of the Covered Expenses.

**CLAUSE 2: NON COMPLIANCE OF TERMS AND/OR CONDITIONS**

If a disaster would happen and there would be a non compliance of any terms and/or conditions of this policy on the part of the Insured, the Insurer will be authorized to reject the claim.

**CLAUSE 3: CONCURRENCES OF INSURANCES**

If the insured interest would be wholly or partially protected by other insurances covering the same risk that had been taken out on the same or different date, the Insured or the Policyholder must inform immediately the Insurer in written form. If the Insured or Policyholder would omit the due information to the Insurer, or if the Insured takes out other insurances to obtain illicit benefits, the Insurer shall be relieved of its obligations.

Should there exist double insurance, each Insurer shall contribute to the payment of the indemnification in due proportion to the Insured Value without exceeding the amount of harms and losses. The Insurer who pays an amount exceeding the corresponding proportion, shall be entitled to recover against the Insured and the rest of the Insurers who had known the plurality of insurances.

**CLAUSE 4: TERRITORIAL LIMITS**

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

**ABOUT THE POLICY**

**CLAUSE 5: LEGAL BASIS**

This contract is ruled by the dispositions of the Decreto Ley No 263 del 2008 "Del Contrato de Seguro y su Reglamento" (Decree Law Nr. 263 of 2008 "About the Insurance Contract and its Regulations") established by the No 9/2009 Resolution of the Finance and Prices Ministry (MFP) as well as the Particular Conditions of Certified Document

The policy, the insurance application, as well as its modifications or additions, and any other document related with the insurance, will constitute the insurance contract and shall be established as evidence in written form, in Spanish language, in a precise clear way, and easily legible.

**ABOUT THE OBLIGATIONS OF THE PARTIES**

**CLAUSE 6: RESPONSIBILITY**

The Insurer shall not be held responsible, and will not indemnify the Insured 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 Insured. The Insurer provides services without any charge, only when they are requested in the circumstances already mentioned.

**CLAUSE 7: NOTIFICATIONS AND/OR COMMUNICATIONS**

The Insurer offers the Insured a permanent 24 hours service to assist him, when there would be any need, by means of the Assistance Entity (ASISTUR).

How to contact and use Assistance Services from ASISTUR

- a).- If the kind of the medical urgency is not serious, the Insured will request from ASISTUR Central Alarm, the assistance by phone, stating its name and surname, the validity of its insurance, the travel agency which the tourist package was agreed with, the place and the telephone number where he is, and the description of the medical urgency.
- b).- In the case the Insured might suffer an accident or sudden serious disease and could not proceed as it is stated in item a), he must attend the nearest clinic or hospital to receive the primary services, and afterwards he will be transferred to a specialized medical center, to continue receiving the necessary medical attention up to the agreed limits, as it is stated in the coverage of this policy. Within the term of the 24 hours following the event, any person who accompanies the Insured, must get in touch with ASISTUR Central Alarm to provide all the information related to the event and the assistance received.
- c).- The Insurer is not responsible for breaches of the policy due to force majeure. If for any reason, the Insurer (ESICUBA) or the Assistance Entity (ASISTUR) could not fulfill which has been stated in these Conditions, related to the assistance service, and the Insured would be compelled to pay the amount of the attention received, he will be entitled to the reimbursement of the expenses he had incurred on, and classified within the covered risks, and up to the limits of the expenses agreed on in this policy, by the presentation of the documents (invoice and medical diagnose) duly legalized by the medical entity which provided the attention.
- d).- The coverage for medical care and sanitary transportation must be carried out by means of a previous agreement with the physician who might take care of the Insured with ASISTUR.

By the fulfillment of these directions ASISTUR Central Alarm, shall immediately be able to get in touch with the hospital center where the Insured is, so as to control the provision of services in all its phases, and to guarantee the corresponding expenses according to the General Conditions terms.

Any event that might cause the provision of coverage offered by this insurance, must be immediately notified after the happening of the event, to ASISTUR Central Alarm Assistance Service, or its territorial representations.

The contacts data are:

**Address:** 208, Prado St., Old Havana Municipality, Havana.

**Phones:** (537) 866 4121/ 866 8339/ 866 8527/ 866 8920/ 867 1315; Fax: (537) 866 8087

**e-mail:** [asisten@asistur.cu](mailto:asisten@asistur.cu)

#### **CLAUSE 8: SUBROGATION**

The Insurer shall be entitled or not, to subrogate against third parties up to the limit already paid by him, except when it could be against its own Insured party, or the persons for whom the Insured is legally responsible.

The Insured or the Policyholder must guarantee that the rights against possible responsible Third Parties shall be duly reserved and exercised, so that the subrogation right of the Insurer might not be harmed.

In no case the Insurer shall be forced to indemnify any claim, in which his right of recovery could be damaged as a consequence of any act or agreement of the Insured or the Policyholder, by means of which the responsibility of a Third Party be relieved, modified or diminished, without the previous consent and approval of the Insurer.

### **OF THE RISK AND RISK MODIFICATION**

#### **CLAUSE 9: VALIDITY OF THE INSURANCE**

The coverage stated by this Policy shall be effective only during the validity stated in the Certifying Document, being restricted to the events that took place in the territory of the Republic of Cuba.

### **ABOUT RETICENCE AND INNACURATE DECLARATION**

#### **CLAUSE 10: NULITY OF THE INSURANCE**

The insurance shall be null and void:

- a).- If the Insured or the Policyholder had hidden or falsely described any material fact or circumstance related to this insurance, which could have influenced on the agreement and the performance of the policy, or because of the bad faith of some party, or the inaccurate declaration of the Insured or the Policyholder, even when it was done in good faith, whenever it could influence on the risk appraisal.
- b).- If at the happening of the covered risks, the Insured or the Policyholder exaggerates its seriousness, tries to destroy or disappears the existing evidence before its happening, uses inaccurate documents as justification or uses fraudulent means for his purpose.

### **ABOUT THE DISASTER**

#### **CLAUSE 11: INDEMNIFICATION**

The Insurer shall pay the Insured, or any other authorized person to receive it on behalf of the Insured, the indemnification that might correspond, or shall fulfill the agreed service within a thirty day term, counting them since the end of the corresponding investigations.

#### **CLAUSE 12: PRESCRIPTION**

All the activities derived from the insurance contract, unless any agreement to the contrary, that amplify these terms, shall prescribe in one hundred eighty days term, counting them since the happening date of the event that started them. .

### **ABOUT THE INTERPRETATION**

#### **CLAUSE 13: RELATIONSHIP WITH THE PARTICULAR CONDITIONS**

The Particular Conditions or the Certifying Document shall prevail over the General Conditions.

### **ABOUT THE COMPETENCE**

#### **CLAUSE 14: JURISDICTION AND APPLICABLE LAW**

Both parties agree to solve in a friendly way all the disagreements, controversies, or claims that may arise from the interpretation and / or fulfillment of this policy. If the agreement could not be achieved, they will submit such disagreement to the corresponding court of the Tribunal Popular of the Republic of Cuba.

### **COVERED RISKS**

#### **CLAUSE 15: COVERED EXPENSES**

##### **MEDICAL ASSISTANCE IN CASE OF ACCIDENT OR NON PREEXISTING SICKNESS**

The Insurer will cover up to the limit stated in the Particular Conditions or in the Certified Document, 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 policy, and may suit the kind of sickness or injury suffered, and the circumstances of the event. 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:

- Medical assistance in case of accident, or non pre existing sickness
- First medical attention in case of pre existing sickness
- Ambulatory medication
- Medication in case of hospitalization
- Companion expenses during hospitalization

- Urgent dental treatment
- Sanitary transfers

All chronic or preexisting sicknesses, congenital or recurrent, whether they were known or not by the Insured are expressly excluded, as well as its consequences and/or complications, even when these consequences and/or complications appear for the first time during the trip.

Regarding the expenses for medical attention in case of preexisting and/or congenital sickness, the covered expenses will include only those incurred during the first medical attention and up to the limit stated in the Certifying Document.

Hospitalization expenses shall only be covered by the Insurer in the cases in which the Insured had been hospitalized in the hospital center for medical treatment to cure a sickness, accident or in the case of surgical operations prescribed by the medical practitioners. In no case shall be indemnified expenses produced by medical examinations caused neither for medical checkups nor examinations and studies carried out without the due support of a suitable medical treatment to the sickness

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

In case of hospitalization, medicines are included in the MGA

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 CUC 150.00 for each tooth, even when the limit prescribed in the case might be higher.

Expenses for sanitary transportations are those incurred by ambulance services, caused by an accident or sickness that may require the transportation of an Insured 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

#### **(SANITARY OR FUNERAL) REPATRIATION AND TRANSPORTATION**

##### **Of Injured or Sick Persons**

In case of accident or sickness happened to the Insured, the Insurer will be in charge of the transportation to the nearest hospital center, which has the necessary installations for the treatment.

Likewise, ASISTUR, keeping in touch with the physician who is taking care of the Insured, shall supervise that the rendered attention is the appropriate one

In case the Insured might be admitted in a hospital center, and this condition prevented his return on the foreseen date, the Insurer provides, up to the limit stated in the General Conditions or in the Certified Document, the transportation up to his country of residence

The means of transportation to be used in each case shall be determined by ASISTUR, according to the urgency and seriousness of the case.

##### **About the Deceased**

In case of death of the Insured, 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 guarantee.

##### **Return Trip of the Companion of the repatriated insured**

When the Insured 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 Insured, always provided that the afore mentioned companion would be also Insured with this type of insurance, and would have been traveling together with the Insured 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

##### **Transfer of a Relative**

In case the Insured traveling alone would be hospitalized for more than ten days, the Insurer 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 insurance, plus seven additional days.

##### **Hotel Expenses for Convalescence**

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

##### **Companions of Underage or Adults**

If the Insured would travel as the only companion of one or more persons under fifteen years, being these also insured by this policy, 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 under age person or persons during the returning trip towards its or their place of permanent residence.

#### **ADVANCE PAYMENT OF FUNDS**

##### **Advance Payment of Funds for Legal Assistance Incurred by Responsibility in an Accident**

The Insurer will provide a lawyer to the Insured to assist him with civil or criminal defense, when the Insured would be held responsible for a motor-vehicle accident. The Insured will be in charge of the payment for the agreement for these professional services, as well as the payment for the fees and expenses produced by the case.

In order to receive this benefit, the Insured must inform ASISTUR Central Alarm immediately after the happening of the event.

The Insurer obligation is limited to provide the assistance of a lawyer. In all cases the lawyers appointed or recommended by the Insurer shall be considered as agents of the Insured. The Insured will have no right for any claim or indemnification against the Insurer, for having proposed such professionals.

### **Advance Payment of Funds for Bail**

If the Insured would be arrested for being accused of criminal responsibility in an accident, he will be entitled to resort to ASISTUR to obtain a loan for the payment of the bail that he would be demanded for his conditional freedom. The provision of the loan in these circumstances, will be according to the conditions established in each case by the Insurer, which must be accepted by the Insured.

To receive this benefit the Insured must inform ASISTUR Central Alarm immediately after the happening of the event.

### **ACCIDENT INSURANCE**

The Insurer taking into account the exclusions stated in the General Conditions, guarantees up to the amount stated in the Particular Conditions or in the Certified Document, the payment of the indemnifications that may correspond in case of death or permanent disability, as a consequence of accidents suffered by the Insured during his stay in the Republic of Cuba.

#### **Death**

When the injury may cause the death to the Insured within the twelve months following the date of the accident, the Insurer shall pay the Insurance Amount, deducting the sums of money that might had paid for Permanent-Total, or Partial Disability.

An Insured exceeding seventy (70) years shall only be indemnified for Death, if it happened as a consequence of an accident suffered as he was a passenger of a public means of transportation.

#### **Permanent Total Disability**

If as a consequence of an accident suffered by the Insured, within the twelve (12) months of the occurrence of the event, the Insured would remain with a permanent total disability, the Insurer will pay the Insurance Amount stated in the policy.

#### **Permanent Partial Disability**

If as a consequence of an accident suffered by the Insured, within the twelve (12) months of the occurrence of the event, the Insured would remain with a Permanent-Partial disability, the Insurer will only pay a per cent of the Insurance Amount, according to the seriousness or the bodily injury and taking into account the following Indemnification Chart.

- Loss or functional absolute impotence of both arms, and both hands, or an arm and a leg, or a hand and a foot, or both legs, or both feet, absolute blindness, complete paralysis, or by any other injury that may disable the Insured to work on a 100% basis.
- Loss, or absolute functional impotence of:

Of an arm or a leg	60%
Of a leg or a foot	50%
Complete deafness	40%
Of the movement of the thumb and the index fingers	40%
Loss of sight of one eye	30%
Loss of the thumb finger of a hand	20%
Loss of the index finger of a hand	15%
Deafness of one ear	10%
Loss of any other finger	5%

The duration or level of the disability shall be determined by a medical examination approved by the medical team of the Assistance Entity.

If more than one permanent disability already mentioned in the Indemnification Chart, would happen as a consequence of the same accident, the total amount to pay according to those injuries, shall be attained adding the payable amounts for each permanent disability, without exceeding the total Insurance Amount for each Insured.

Those Insured under fourteen (14) years old are protected only from the Permanent Disability risk.

The indemnifications of injuries that might be a permanent disability without being included in the Indemnification Chart, that is an integral part of these General Conditions, shall be calculated in proportion to the decrease of the total functional capacity, taking into account whenever possible, its comparison with the already foreseen cases and without bearing in mind the Insured profession.

If the consequences of an accident would be aggravated on account of an independent sickness of such accident, or an abnormal constitutional state according to the age of the Insured, or a physical defect of any kind and origin, the corresponding indemnification shall be paid according to the consequences that presumably the same accident would have caused, without the already mentioned cause, unless it would be a consequence of an accident covered by the policy and had happened during its validity.

### **LUGGAGE**

#### **Localization of Luggage**

In case of loss of luggage the Insurer will use all the means within his reach to try to locate it.

In case of loss of luggage the Insured shall communicate by phone with ASISTUR S.A. and inform his transitory domicile

#### **Indemnification for Luggage Loss**

The Insurer guarantees up to the amount stated in the Particular Conditions or in the Certified Document, bearing in mind the exclusions stated in the General Conditions, the payment of the indemnification for the material losses suffered with the luggage, as a consequence of:

- Robbery
- Breakdowns or damages by fire or theft
- Damages and total or partial losses caused by the carrier

The amount to be indemnified for valuable objects shall be limited up to the fifty (50) per cent of the insured amount for the whole of the luggage, being expressly stated the denial of the application of the proportional rule of this guarantee in case of disaster.

Jewelry and furs, shall be covered only against robbery, and only when they would be kept in the safety box of the hotel.

Luggages and objects left in motor vehicles shall be considered as included, only if they are kept in the trunk and locked. Since the 22:00 up to 06:00 hours the vehicle is to be kept in the inner of the parking lot, locked and under surveillance. Vehicles entrusted to the carrier are excluded from these limitations.

Valuable objects kept inside a vehicle shall be included, only when the vehicle is under surveillance.

If the Insured would suffer the total loss of his luggage, during its transportation by a regular airline, the Insurance Entity, will grant a complementary compensation of the indemnification, which for the same reason he would receive from the carrier airline, always provided the fulfillment of the following requirements.

- a).- That the luggage, duly dispatched in hold, had been lost during its transportation in an international flight (between two countries) in a regular airline plane.
- b).- That the loss took place between the moment in which the luggage was handled to the authorized personnel of the airline for its shipment, and the moment in which it might had been returned to the passenger at the end of the trip.
- c).- That the loss took place out of the territory where the Certified Document was issued, being stated that the compensation shall be paid when the loss had taken place in international flights that arrive in the country where the issuance took place.
- d).- That the Insured as soon as the damages, or total or partial loss caused to the luggage were confirmed, and before leaving the airport, had communicated the event to ASISTUR S.A. Central Alarm
- e).- That the Insured, when issuing the corresponding claim should provide the PIR and a certification issued by the carrier airline, in which it is stated the amount of the indemnification provided, and the weight of the lost or damaged luggage.

#### **Compensation for delay in the localization of the luggage**

The complementary compensation to be paid by the Insurer will reach the amount of the indemnification paid by the regular airline, but it will not surpass the maximum limit stated in the Particular Conditions or in the Certified Document of this policy

#### **MANAGEMENT OF DOCUMENTS**

##### **Assistance in Case of Robbery or Loss of Documents**

ASISTUR will assess the Insured on the proceedings to fulfill locally, in case that his personal documents, air bills and/or Certified Credit Documents would have been stolen or lost. The aforesaid assessment will not include the carrying out of personal procedures that the Insured should make as a consequence of the robbery and/or the loss happened. The Insurer will not afford the expenses or costs corresponding to the replacement of personal documents, air bills, and /or Certified Credit Documents that would have been stolen or lost

##### **Management Expenses for Loss of Documents**

This coverage guarantees an indemnification up to the limit stated in the particular Conditions or in the Certified Document, for the duly justified incurred expenses for the management and getting of the substituting transport bills, passport, or visas that the Insured might do on account of the robbery or loss happened during the trip and staying.

The damages derived from the loss or robbery of the afore mentioned objects or by their undue utilization by third persons, will not be included in this coverage and consequently will not be indemnified

#### **OTHER EXPENSES**

##### **Transmission of urgent messages**

ASISTUR shall be in charge of transmitting the justified urgent messages related to any of the events covered in these General Conditions

##### **Reimbursement for Expenses Caused by Delayed or Cancelled Flight**

If the Insured flight would be delayed for more than six (6) consecutive hours since the departure time originally programmed, and always provided he would not have another transportation alternative during those six hours, the Insurer shall reimburse all expenses for lodgings, food, taxi, and communications carried out by the Insured during the delay interval, and up to the limit stated in the Benefit Diagram.

The Insurer shall only reimburse these expenses by the presentation of the tickets that irrefutably would show the expenses incurred by the Insured and by the duly recorded document of the airline, certifying the delay or cancellation occurred. To receive this reimbursement the Insured might have contacted ASISTUR Central Alarm, before leaving the airport where the event took place

This service is not applied if the cancellation is produced by the bankruptcy and/or the ceasing of services of the airline or any of the described circumstances in Exceptional Circumstances and/or Force Majeur (Act of God) defined in these General Conditions

##### **Difference on Rates for Delayed or Anticipated Return Trip**

- **Return for Sickness or Accident**

The Insurer will afford the difference of the cost of the return airfare of the Insured in tourist or economic class, when his original fare would be for a reduced-rate-round trip, with a fixed date or limited return date, and that date could not be kept because of sickness or accident suffered by the Insured. This benefit shall only be applied when the Insured had been medically assisted with the authorization of ASISTUR Central Alarm. When the expenses incurred by medical attention for chronic or preexisting disease, or congenital or recurrent, whether known or not by the Insured, as well as its consequences and /or complications even when they would appear for the first time during the trip, they shall not be covered with the benefits of this policy

- **Return for Death of a Relative**

A similar benefit to the one stated in the preceding paragraph should be applied if the Insured would have to return in advance to his country of habitual and permanent residence, on account of the death of a close relative (mother, father, spouse, son or daughter, brother or sister) residing there.

In both cases the circumstances that would lead to this benefit shall be proven by the Insured, and duly checked in a reliable way by ASISTUR. The payment for the return trip by the Insured, and/or third parties, shall only be returned when the Insurer had previously authorized those expenses. The benefit of the return trip shall only be provided within the validity period of the Certifying Document. When this service had been provided, the Insured must transfer to ASISTUR the corresponding tickets for the non used sections of the original air ticket or its equivalent value

## CLAUSE 16: EXCLUSIONS

Expenses not covered by this Insurance are those caused by:

- a).- Benefits non requested by the Insured throughout ASISTUR Central Alarm and carried out without its agreement, except in case of Force Majeur, (Acts of God), or proved material impossibility.
- b).- The disasters caused by malicious intent of the Insured or the Policyholder, or the persons that travels with the Insured. 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 Insured had actively participated; the attempt or commission of an illegal act, and in general any criminal act or committed with malicious intent by the Insured, 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 Majeur (Act of God), unless the Insured 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).- Risks to which the Insured imprudently ran the risk of notoriously dangerous acts, except attempts to life or goods rescuing
- h).- Air trips in planes not assigned and authorized as public transport. Traveling as a pilot, flight engineer, or crew member of any aircraft
- i).- Suicide, or diseases and injuries as consequences of attempt of suicide, or intentionally caused by the Insured to himself, or caused by the beneficiaries (including homicides or attempts of homicides ) whichever would be the mental state of the Insured or the Beneficiaries
- j).- 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.
- k).- Expenses for prosthesis, orthosis, 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.
- l).- 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
- m).- Any fact derived from a mental disorder, by any cause and even being transitory
- n).- Controls of blood pressure. Arterial hypertension and its consequences
- o).- Human immunodeficiency syndrome, AIDS and HIV in all its manifestations, exacerbations, aftermath, and consequences, as well as venereal or sexual transmitted sicknesses.
- p).- Chronic and/or preexisting diseases: There are expressly excluded the studies and/or treatments related to chronic, or preexisting, or congenital, or recurrent diseases, whether known by the Insured or not, and suffered before the validity date of this insurance and /or the trip, whichever would be subsequent, as well as their exacerbations, aftermath, or consequences, even when they appeared during the trip.
- q).- The consequences or surgery not caused by an accident
- r).- The following items are not included in the LUGGAGE coverage:
  - Merchandises, currency, bank notes, travel tickets, stamp collections, any kind of titles, identity documents, and in general any document or paper securities, credit cards, tapes or discs with memories, documents registered on magnetic strips or filmed, collections and materials of a professional character, prosthesis, spectacles, or contact lenses.
  - Damages due to normal or natural wear, inherent defect, inadequate or insufficient packaging, and those caused by slow open-air action
  - Losses caused by an object that had not been committed to a carrier, had been simply lost or forgotten.
  - Robbery caused by the practice of camping or caravan on free camping, as well as that of any valuable object in any camping modality.
  - Damages, losses, or robbery of effects and personal objects, caused by having left them without surveillance in a public place, or on premises used by several occupants
  - The breaking of any object unless it had been caused by an accident of a means of transportation, by robbery or burglary, assault with deadly weapon, fire or fire extinction.
  - Any damages caused directly or indirectly by acts of war, whether declared or not, civil or military unrest, popular mutiny, strikes, earthquakes, or radioactivity
  - Damages intentionally caused by the Insured or by his serious neglect, and those caused by liquid spills.
  - Loss or damage caused by confiscation or retention carried out by government authorities.
  - The loss, theft or partial missing of hand luggage, including the objects carried out by the Insured, such as: mobiles, laptops, audio and video sets, photographic cameras and other similar ones.