



Know your insurance

# ARAG Travel Assistance for Hotels



## General Conditions

**This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.**



## Important Definitions

Definitions of terms in this contract:

### **Insurers**

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

### **Policyholder**

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

### **Insured Party**

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

### **Definition of Relatives:**

The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, sons-in-law, daughters-

in-law or in-laws of both are considered covered.

### **Policy**

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

### **Premium**

The price of the insurance. The receipt will also contain legally applicable surcharges and taxes.



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## 1. Purpose of the insurance

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system, which includes medical and health services, as well as various complementary benefits.

## 2. Insured parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of a Collective Policy.

## 3. Temporary validity

The duration of the insurance coverage will be that specified in the Special Conditions.

Cover is valid solely during the period of the stay running from the arrival of the insured at the hotel through to his/her departure from the hotel.

## 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain.

The benefits provided by this Policy will apply when the insured is outside the municipal district of his/her usual residence

## 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is formalised. Successive premiums must be paid on the date of the corresponding maturities.

**If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.**

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.**

## 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of



the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured

Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

## 7. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

### 7.1 Medical and health care

ARAG, **up to the limit indicated in this policy's Particular Conditions**, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the sick or injured Insured Party, provided that said intervention has been carried out in accordance with the Insurer's medical team.

The following services are expressly included, without limitation, and provided the seriousness of the case requires it:

- a) Treatment by emergency medical teams
- b) Complementary medical examinations.



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- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. **The successive payment of medications or pharmaceutical expenses that derive from any process that is chronic are excluded from this coverage.**

In case of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, ARAG **will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.**

**The expenses covered for this event may not in any case exceed 10% of the sum insured by the Medical coverage.**

Except in case of emergency or force majeure, the Insurer will, through its medical team, decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.

In cases of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party requires

long-term treatment, ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.

**Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.**

Likewise, and up to the limit indicated in this policy's Particular Conditions, ARAG will cover expenses for acute dental issues, understood as such by infection, pain or trauma requiring emergency treatment.

### **7.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more

appropriate Hospital, Health Centre or their habitual residence.

- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

**The transport used will in each case be decided by ARAG's Medical Team according to the urgency and severity of the case.**

**Exclusively in Europe and always at the discretion of ARAG's Medical Team, a specially conditioned medical aeroplane may be used.**

If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **7.3 Repatriation or transportation of other Insured Parties**

When coverage for "Repatriation or transportation of the injured or ill Insured Parties" or "Repatriation or

transportation of the deceased Insured Party" is applied due to one of the Insured Parties falling ill, having an accident or passing away, and this prevents their spouse, ascendants or descendants in the first degree, siblings, or a companion from continuing their trip by the means initially planned, ARAG will cover their transportation to their residence or to where the ill or injured Insured Party is hospitalised.

**In the event that the persons referred to in the preceding paragraph do not have their habitual residence in Spain, they will be repatriated to their country of origin.**

### **7.4 Travel for a relative or companion in case of hospitalisation**

**7.4.1** If the ill or injured Insured Party's condition requires hospitalisation for a period exceeding five days, ARAG will arrange for a relative of the Insured Party or the person designated by them, a round-trip travel, by plane (economy class) or train (1st class), so that they can accompany them during their hospitalisation.

**7.4.2** ARAG will pay, upon presentation of the corresponding invoices, the companion's accommodation expenses, **up to the limit indicated in the Particular Conditions of this contract.**



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**7.4.3** In the event that the Insured Party was travelling with a companion, such that it were not necessary for the companion to travel as contemplated in the previous article **7.4.1**, ARAG will pay, upon presentation of the corresponding invoices, the companion's accommodation expenses, **up to the limit indicated in the Particular Conditions of this contract.**

### **7.5 Convalescence in a hotel**

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the **convalescence up to the limit indicated in the Particular Conditions of this contract.**

### **7.6 Repatriation or transportation of a deceased Insured Party**

Should the Insured Part pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in Spain and will be responsible for those expenses. These costs include postmortem conditioning according to legal requirements.

**Burial and ceremony costs are not included.**

ARAG will arrange and cover expenses

for the return of the other Insured Persons to their home, when they cannot do so through initially planned means.

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **7.7 Early return due to death of a relative**

If any of the Insured Party(s) must interrupt their trip because of the death of a relative, as defined in this policy, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location.

Alternatively at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence.

### **7.8 Early return due to hospitalisation of a relative**

In the event that an Insured Party must interrupt their trip because of the hospitalisation of a relative, as defined in this policy, **due to an accident or serious illness requiring a minimum**

**hospitalisation of 5 days, occurring after the start date of the trip**, ARAG will cover transportation costs to their residence.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, provided that this second person is insured by this policy.

### **7.9 Early return due to serious incident in the Insured Party's home or work premises**

ARAG will cover the cost of a return ticket for the Insured Party if they need to return to their habitual residence early because of serious damage to their main residence or professional premises - provided that the Insured Party is the direct operator or self-employed - caused by fire, and provided the fire has led to the intervention of firefighters; theft reported to the police authorities or serious flood. The presence of the Insured Party has to be essential for any of these cases, they cannot be situations that can be resolved by a family member or a person they trust and the event must have occurred after the start date of the trip.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party

on that same trip, provided that this second person is insured by this policy.

### **The maximum limit of this coverage is Indicated in the policy's Particular Conditions.**

#### **7.10 Loss of services contracted**

If as a consequence of the Insured Party's hospitalisation, they do not enjoy services initially contracted, such as: excursions, meals or any other similar event, ARAG will compensate this loss **up to the limit established in the Particular Conditions**, according to the damages suffered.

This circumstance must be verified through documentation related to the trip.

#### **7.11 Professional driver**

ARAG will send a professional driver to transport the vehicle and its occupants to their residence - or destination provided the number of days needed is not greater - **as long as no other occupant can substitute them to drive the vehicle**, in the following cases:

- When due to illness or accident the Insured Party has been transferred or repatriated or is unable to drive (according to medical criteria).



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- When the Insured Party has passed away.
- When the insured driver was detained or arrested by a competent authority because of a traffic accident.

### 7.12 Telephone Medical Consultation Service

When the Insured Party requires medical attention for minor pathologies, ARAG may use the remote medical consultation service with a medical professional to assist. This service may be provided through Video or Telephone Conferencing and images and files may be exchanged through any of the means made available to the Insured Party.

If the doctor treating the Insured Party approves it, the medication for each case may also be prescribed Remotely, always in accordance with current regulations on health and Personal Data Protection.

Consultations will be provided only when the Company considers it appropriate, and will be provided for pathologies as long as they are not serious - such as abrasions, allergies, arthritis pain, asthma, bronchitis, bruises, colds and flu, mouth ulcers, cough, diarrhoea, minor fevers, minor infections, insect bites, minor lacerations, conjunctivitis, rashes,

upper respiratory tract infections, sinusitis, minor skin inflammations, sore throat, sprains, styes, minor urinary tract infections, fungal infections, vomiting, and any other symptoms that professionals consider appropriate to treat using this system.

**This type of consultation will never be a substitute for in-person consultations that require a physical examination.**

**This service cannot be provided in cases of medical emergencies that require a direct visit to a hospital, when an appointment is requested outside established working hours, or for serious or chronic pathologies.**

### 7.13 Reimbursement for holidays not taken

ARAG will provide reimbursement for holidays that are not taken, **up to the limit specified in the Schedule and subject to the exclusions specified in these General Conditions.** This reimbursement will take the form of a specified amount for each day of the holiday that is not taken. Said amount will be calculated by dividing the sum covered by the number of days that had been planned for the holiday. The indemnity will be calculated by multiplying said amount by the number of holiday days that have not been taken.

Proof of the cost of the holiday must be submitted beforehand. This cover will only apply when the insured is obliged to end his/her trip early and return home for any of the following reasons or circumstances, provided they occurred after the start of the trip and the insured was not previously aware of them.

### **Reasons for cancellation:**

- 1-** Due to the death, hospitalisation (lasting for at least one night), serious illness or serious bodily injury on the part of:
  - a)** The insured or one of his/her relatives (the latter as defined in the General Conditions of the Policy).
  - b)** The insured's spouse, civil partner, long-term live-in partner, or one of the insured's relatives (the latter as defined in the General Conditions of the Policy).
  - c)** The person who was entrusted with looking after the insured's children (provided they are minors or disabled) at the insured's usual residence while s/he was on holiday.
  - d)** The insured's direct substitute in his/her position at work, provided this circumstance results in the insured's employer preventing him/her from going on the trip.

**In relation to the insured, "serious illness" means a change in health that involves hospitalisation or bed rest during the seven days before the trip, thereby making it impossible to start the trip on the planned date due to medical reasons.**

**"Serious injury" means bodily damage that is suffered unintentionally on the part of the victim, originates from an unexpected external cause and, in the opinion of a medical professional, makes it impossible for the insured to begin his/her trip on the planned date, or entails a risk of death for any of the aforementioned relatives.** An illness affecting any of the aforementioned individuals, other than the insured, will be considered "serious" when it involves at least one night's hospitalisation or **three days' bed rest, or entails an imminent risk of death.**

**2-** If the insured is called up or summonsed as a party, witness or jury member to a civil or criminal court case or to an industrial tribunal.

**3-** If the insured is called up in order to help staff a polling station for elections at national, regional or municipal level.

**4-** The sitting of official public exams, which were scheduled by a public body after the insurance policy was taken out.



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This will apply whether the insured is called to sit the exam or to be a member of the examination panel.

**5-** Serious damage caused by fire, explosion, theft with violence or force of nature, at the insured's main or secondary residence or at his/her professional premises if s/he is an independent professional or runs a company and his/her presence is absolutely necessary.

**6-** If the insured is dismissed from his/her job. **However, under no circumstances will this cover come into force as a result of the ending of an employment contract, voluntary resignation or failure to pass a trial period.** Under all circumstances, the insurance policy must have been taken out before the written notice was issued by the company to the employee.

**7-** Taking up a new job in a company other than the one for which the insured worked previously, provided the employment contract has a duration of more than six months and that the insured was hired after the trip was booked (and therefore after the insurance was taken out).

**8-** In the event of an income tax return that is carried out in parallel by the Ministry of the Economy and the

National Inland Revenue Service, and which results in the insured having to pay a sum in excess of €600.

**9-** An act of air, land or sea piracy that makes it impossible for the insured to start his/her trip on the scheduled dates.

**10-** If the insured is called to have surgery, or to have pre-op medical tests carried out. (Including organ transplants, whether as recipient or donor).

**11-** If the insured or a first- or second-degree relative is called to have urgent medical tests by the public health service, provided that said tests are justified by the seriousness of the related condition.

**12-** Serious complications during pregnancy that, due to medical advice, involve bed rest or require the hospitalisation of the insured, his/her spouse, civil partner or long-term live-in partner, provided that such complications occurred after the policy was taken out and seriously endanger the continuity or necessary progress of the pregnancy.

**13-** If the insured gives premature birth.

**14-** If the insured is taken into police custody, after having taken out the



insurance policy and at a time that coincides with the travel dates.

**15-** Summons by a court to appear in divorce proceedings, after having taken out the insurance policy and at a time that coincides with the travel dates.

**16-** Urgent letter of formal notice to join the armed forces, the police or fire service, provided that the notice to join was received after the insurance policy was taken out.

**17-** Medical quarantine as a consequence of an accidental event.

**18-** An unexpected call for an organ transplant, for:

The insured or one of his/her relatives.

The companion of the insured, provided s/he is recorded in the same booking and is also insured.

**19-** The signing of official documents on the dates of travel (this only applies to documents that are to be signed before public administrations).

**20-** The delivery into the insured's care of a child under adoption, which coincides with the planned dates of travel.

**21-** Official declaration of the insured's place of residence, or the travel destination, as a disaster area. This cover will also apply if the place of transit to the destination is officially declared a disaster area, provided it is the only route by which the destination can be reached.

**22-** Legal declaration of the suspension of payments on the part of a company and which prevents the insured from carrying out his/her professional activity.

**23-** Theft with violence of documentation or baggage that prevents the insured from beginning his/her trip.

**24-** Cancellation by the person who was to accompany the insured on the trip and who is duly registered on the same trip and insured under the same policy, provided that the reason for the cancellation is one of the causes listed above and, as a result thereof, the insured has to travel alone.

**25-** Cancellation by a relative of the insured who was to accompany the insured on the trip and who is duly registered on the same trip and insured under the same policy, provided that the reason for the cancellation is one of the causes listed above.

### Specific exclusions to the cover providing reimbursement for holidays not taken:

In addition to the provisions of the "Exclusions" section of these General Conditions, trips that are cancelled as a result of the following will not be covered:

- A) **Cosmetic treatment or therapy; a contraindication to air travel; the lack of or contraindication to vaccination; the impossibility of following the recommended preventive medical treatment in certain destinations; the voluntary interruption of pregnancies; alcoholism; and the consumption of drugs and narcotics, unless these have been prescribed by a doctor and are taken as indicated.**
- B) **Psychological, mental or nervous illnesses or depression without hospitalisation, or which require hospitalisation for fewer than seven days. Pre-existing chronic conditions or illnesses and the consequences thereof.**
- C) **Illnesses that are being treated or receiving medical care within the 30 days prior to the booking of the trip and/or inclusion in the insurance policy.**
- D) **Involvement in gambling, contests, competitions, duels, crimes or fights, except in cases of legitimate defence.**
- E) **Epidemics or pandemics, whether in the country of origin or the travel destination, except in the event of SERIOUS ILLNESS (as specified in Paragraph 1 of Article 7.1, Travel Cancellation Expenses) on the part of:**
  - The insured
  - First-degree relatives who are on the same booking as the insured.
- F) **Medical quarantine, pollution and natural catastrophes, whether in the country of origin or the travel destination.**
- G) **Declared or undeclared civil or foreign war, riots, civil unrest, acts of terrorism, any effects caused by a source of radioactivity, as well as the conscious disregard of official prohibitions.**
- H) **The failure to present, for any reason, the essential documents for any trip, such as a passport,**

visa, tickets, ID card or vaccination certificate.

- l) Negligence or misconduct, as well as intentional self-harm, suicide or attempted suicide.

## 8. General exclusions (for all coverages)

The agreed insurance does not include:

- a) Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.
- b) Ailments, chronic or congenital and/or pre-existing illnesses, as well as their consequences, suffered by the Insured Party prior to taking starting the trip, except those expressly covered.
- c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.
- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- f) Injuries or illnesses arising from the Insured Party's participation in gambling, competitions or sports events, sports tests, and/or any adventure activities not expressly covered.
- g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.
- h) Injuries produced by the professional practice of any type of sport.
- i) The rescue of people in the desert and/or at sea.
- j) Any type of medical or pharmaceutical expense of an amount lower than that stipulated in the Particular Conditions of the policy.
- k) The use of medical aircraft except in Europe and always at the discretion of the Insurer's Medical Team.

## 9. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, **except in the event that the loss was caused by the Insured Party's bad faith.**

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any event, ARAG shall pay within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

## 10. Declaration of an incident

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This call may be made reverse-charge, In case of impossibility, the Insured Person will be able to request the Insurance Company the reimbursement of the calls costs that makes to the company, always properly documented and justified.

If, acting in bad faith, the Insured Party submits false statements, exaggerates the amount of damages, intends to destroy or dispose of objects that existed before the claim was made, conceals or removes all or part of the insured objects, or uses inaccurate documents or fraudulent means to accredit or support the claim, this shall constitute grounds for rejecting the claim and all rights to compensation shall be lost.

## 11. Additional provisions

**ARAG will not assume any responsibility for claims that have**

**not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.**

When the direct intervention of the Insurer is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.**

## 12. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies,

when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

## 13. Prescription

The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

## 14. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

In any case, ARAG reserves the right to request that the Insured Party present supporting documents or other reasonable evidence, in order for the compensation requested to be paid out.

## 15. Complaints

ARAG S.E., Subsidiary in Spain, has assigned the Customer Service Depart-



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ment (c/Roger de Flor, 16, 08018- Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)) to address and resolve any complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.

In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 or 952 24 99 82, web: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es)).



