

**The following General Terms and Conditions are valid from the date stated at the bottom of the page. If you purchased the service prior to that date, the General Terms and Conditions who rule your product are those valid at the time of your purchase.**

## **INSTRUCTIONS AND SERVICES ASSIST CARD**

### **A. INSTRUCTIONS FOR THE PROPER USE OF THE ASSIST CARD SERVICES**

#### **A.1. BEFORE THE TRIP**

##### **A.1.1 VERIFICATION**

- Verify that all data contained within your voucher and ASSIST CARD card are correct. Pay special attention to telephone numbers that you may have indicated as emergency contact numbers as well as the validity dates and the desired product are correct. Should errors be found, immediately contact the ASSIST CARD office of the country where the Card was issued in order to have them corrected. The local office telephone number can be found in the "TELEPHONE LIST".
- Remove from the document-holder the ID Card and the extendable Telephone List and place them in a readily available place (i.e. your wallet).
- Attach the Luggage Tags to your luggage.
- Affix the ASSIST CARD stickers to the back cover of your passport as well as on the cover of your flight tickets coupons. This will expedite recovery in case of loss.
- Carefully read the Instructions for the Proper Use and the General Conditions of the ASSIST CARD Services and verify that the voucher and the ID card indicate the characteristics of the product purchased.

##### **A.1.2 TRIP CANCELLATION**

In case the product you purchased includes the GUARANTY OF TRIP CANCELLATION OR INTERRUPTION and you must cancel the trip due to the circumstances described in Clauses D.4. or D.5, inform this fact, peremptorily and within the 24 hours of its occurrence (under sanction of loss of this Guaranty), to the ASSIST CARD office in the country of issuance of the card or in the country you are at that moment and proceed according to what is established in Clauses D.4. or D.5. ASSIST CARD will then proceed to verify the informed event through its Medical Department.

#### **A.2. DURING THE TRIP**

##### **A.2.1 HOW TO CONTACT AN ASSIST CARD ALARM CENTER**

- Within the ASSIST CARD document-holder you will find the unfolding ASSIST CARD Telephone List with the complete list of the ASSIST CARD Alarm Centers' telephone numbers.
- Find the toll free numbers for the closest ASSIST CARD Alarm Center at the back of your ID card or in the unfolding Telephone List. Should there be no "Toll-Free" number for the country you are in, contact the closest ASSIST CARD Alarm Center by placing a "Collect Call". If this is not possible then please pay for the phone call and submit the receipt for reimbursement once you return to your country of origin.
- In the event that there is no ASSIST CARD Alarm Center in the country you are visiting, contact the corresponding Regional Alarm Center as per the ASSIST CARD Telephone List.

- In order that the cost of the Collect Call is charged to ASSIST CARD, it is imperative that you inform the hotel/company operator that you want to place such a call.

- Should the communication to the nearest ASSIST CARD Alarm Center be impossible due to line problems or communication breakdowns then proceed to contact the ASSIST CARD Regional Alarm Center that corresponds to the country you are in or any other ASSIST CARD Alarm Center. ASSIST CARD Alarm Centers generally operate 24 hours a day.

Before calling to request our services, have the following information at hand:

- Your voucher or ASSIST CARD ID card.
- Area code and telephone number where you may be contacted.
- Data of the location where you are (domicile, hotel, etc).

#### **A.2.2 THE NATURE OF YOUR PROBLEM ALLOWS YOU TO REQUEST THE ASSIST CARD SERVICES**

Contact ASSIST CARD and carefully follow the instructions given by the ASSIST CARD coordinator on duty. The effectiveness of the assistance will depend on this procedure.

#### **A.2.3 THE HEALTH PROBLEMS IS SERIOUS, THE NEED FOR ASSISTANCE IS URGENT AND YOU ARE UNABLE TO REQUEST THE SERVICE TO OUR ALARM CENTERS**

- In this case, it is essential that you be immediately assisted where you are and by the professionals and/or medical establishments that can take best care of you.
- However, unflinching within the 24 hours following the event, you or any accompanying person, must call the nearest ASSIST CARD Alarm Center and supply all information related to the emergency experienced and the assistance received.
- Thus, after your or your accompanying person's contact, our Alarm Center will be able to immediately contact the medical facility where you are and monitor all phases of the assistance. Carefully follow these instructions since the fact that ASSIST CARD takes upon the involved expenses will depend on the compliance of this procedure, as described in Clause C.7.2 of the General Conditions of the ASSIST CARD services.
- In case you are unable to get in contact with ASSIST CARD within the 24 hours following your medical admission and not having any accompanying person who may do it, you should contact ASSIST CARD within the 24 hours after your medical discharge, according to Clause C.7 of the General Conditions of the ASSIST CARD services.

#### **A.2.4 INSTRUCTIONS IN THE EVENT OF LOST OR DELAY LUGGAGE**

1. Proceed to the airline counter or individual in charge in the luggage claim area as soon as you confirm that your luggage is missing.
2. Request and complete a P.I.R. (Property Irregularity Report) that must be provided by the airline.
3. Within the 24 hours following the event, call the nearest ASSIST CARD Alarm Center or if ASSIST CARD has a counter at the airport, go there to report that your luggage has been lost.
4. Provide ASSIST CARD your temporary local address and your future itinerary.
5. Verify in Clause D.1. Of the General Conditions of the ASSIST CARD Services the conditions applicable to the insurance coverage which are included free of charge in some of the ASSIST CARD products.

#### **A.2.5 INSTRUCTIONS IN THE EVENT OF EXCESSIVELY DELAYED OR CANCELLED FLIGHTS**

1. If your flight is cancelled or delayed for more than 6 hours, obtain from the airline the corresponding written proof.
2. Before leaving the airport call the nearest ASSIST CARD Alarm Center in order to notify the flight delay or cancellation.
3. Always obtain receipts for expenses incurred and related to the flight delay or cancellation (i.e. taxis, lodging, meals and telephone) in order to request the corresponding reimbursement to ASSIST CARD.
4. Verify in Clause D.1. Of the General Conditions of the ASSIST CARD Services, as well as in your voucher the conditions applicable to reimbursements in case of flight delay or cancellation and corresponding to the product you purchased.

***IN ORDER TO BE FULLY AWARE OF THE ASSIST CARD SYSTEM AND THE MANY SERVICES WE PROVIDE TO OUR CUSTOMERS, WE RECOMMEND THOROUGH READING OF THE INSTRUCTIONS FOR THE PROPER USE OF THE ASSIST CARD SERVICES AND THE GENERAL CONDITIONS OF THE ASSIST CARD SERVICES***

***VERIFY WITHIN YOUR ASSIST CARD VOUCHER THE CHARACTERISTICS AND LIMITATIONS OF THE PRODUCT YOU PURCHASED.***

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## **C. GENERAL CONDITIONS OF THE ASSIST CARD SERVICES -TRAVELERS' ASSISTANCE CONTRACT-**

### **C.1. PRELIMINARY CONSIDERATIONS**

**C.1.1** ASSIST CARD is an international travelers' assistance organization whose object is to render, among others, medical, legal and personal assistance services in emergency situations during a trip. The expenses incurred in medical assistance services rendered in the case of pre-existing and chronic illnesses will be excluded, as stipulated in Clauses C.4.2 and C.5.12.1 of these General Conditions. Therefore, ASSIST CARD shall only be liable for the expenses of the first medical assistance provided, and only up to the maximum amount established in the voucher for this purpose, pursuant to Clause C.4.1.10.3 Medical assistance for pre-existing illnesses.

**C.1.2** It is expressly established, and the Card Holder expressly accepts, that the ASSIST CARD services are not medical insurance or an extension of or substitute to any social security, prepaid medicine program or labor accident risk insurance company. The ASSIST CARD services are exclusively directed towards providing assistance during a trip abroad for sudden and unpredictable events that prevent the normal continuation of a trip.

**C.1.3** The present General Conditions of the ASSIST CARD Services govern the provision by ASSIST CARD of the assistance services hereby detailed, during a trip abroad made by the Holder of an ASSIST CARD card.

**C.1.4** In order to utilize any of the ASSIST CARD services, **THE CARD HOLDER MUST HAVE CHOSEN** the product of his/her preference, and read and accepted its terms and conditions applicable to it and described in these General Conditions of the ASSIST CARD Services.

**C.1.5** The ASSIST CARD services will be rendered only to the ASSIST CARD Holder and are non-transferable to third parties. In order to receive the assistance services herein described, the Card Holder must submit the ASSIST CARD voucher and/or card and personal documentation which demonstrates his/her identity and travel dates.

**C.1.6** The purchase by one cardholder of one or more ASSIST CARD cards will not automatically accumulate the services and/or benefits they include. In such a case the limits established in the one that results more beneficial for the consumer will apply.

**C.1.7** The ASSIST CARD card and services thereof derived will not be valid whatsoever within the country of actual and/or usual residence of the Holder, and/or in the country where the product was issued and/or in the country where the Card Holder is at the time the Card is issued. This condition will not apply for ASSIST CARD cards expressly valid within the same country of issuance.

**C.1.8** Requests for cancellation and/or modification of the ASSIST CARD's validity dates may only be made no less than 2 (two) working days prior to the start of validity date.

**C.1.9** Requests for cancellation and/or modification of any ASSIST CARD "EURO" product will cost U\$S 10.00 (or its equivalent in local currency) per administrative charges. All the other ASSIST CARD products will cost U\$S 5.00 (or its equivalent amount in local currency) for the same reason.

**C.1.10** Under no circumstances ASSIST CARD will accept requests for cancellation and/or modifications of any ASSIST CARD product neither within the immediate 48 hours prior to the start of validity nor once the validity has been started, according to the terms stipulated in the voucher.

## **C.2. DEFINITIONS**

For all purposes of interpretation it is hereby expressly established that in the present "Instructions for the proper use of the ASSIST CARD services" and in the "General Conditions of the ASSIST CARD services", it shall be understood as:

**Accident:** The event resulting in bodily injury suffered by the Card Holder caused by foreign agents, out of control and in movement, external, violent and visible. Whenever the word "accident" appears hereby it shall be understood that the resulting injury or condition was directly provoked by such agents and independently of any other cause.

**Acute Illness:** The short and relatively severe process of alteration of the status of the body or of any of its organs, that might interrupt or disturb the balance of the vital functions, producing pain, weakness or other manifestation alien to its normal behavior.

**Ailment and/or illness:** The terms "ailment" and/or "illness" shall be understood to all purposes as synonyms of "sickness" within the present General Conditions.

**Alarm Center:** The office that coordinates the rendering of the services required by the Card Holder because of his/her assistance.

**Card Holder:** The individual designated within the "voucher" as the recipient and beneficiary of the services described in the established Travelers' assistance contract composed by the above-mentioned voucher together with the General Conditions attached thereto.

**Chronic:** Any pathological process, continuous and persisting in time, and lasting over 30 days.

**Congenital:** Present or existing before the moment of birth.

**Deductible Fixed Amount:** The fixed and specific amount that shall be born by the Card Holder and that shall be paid by him/her at the time the first medical assistance is provided, as obligatory initial payment for expenses generated by the mentioned assistance.

**Document Holder:** The printed material that is delivered to the Card Holder prior to his/her trip and that contains -among other documents - the ID card, the Voucher with his/her personal data and the characteristics of the ASSIST CARD product purchased, Instructions sheet (when the General Conditions are emailed) or printed General Conditions (when these are not emailed), the unfolding Telephone List, the Luggage Tags and the Document Stickers.

**Exceptional Circumstances:** All those extraordinary situations, occurring rarely, which are indicated in Clause C.9. of the present General Conditions.

**Optional:** Medical procedure not categorized as emergency and therefore that can be programmed and planned for a later date, without hindrance to the normal continuation of the trip.

**Family Pack:** It is a way of commercialization by which ASSIST CARD offers its customers the possibility of purchasing its products for all the members of a family group only paying the fee corresponding to some of them being the rest of the group free of charge. The fees and conditions of the commercialisations applicable to the "Family Pack" modality may vary depending on the type and validity of the product purchased, the trip destination and the number of family members according to the information available in the travel agencies and/or ASSIST CARD offices.

**VERY IMPORTANT:** When ASSIST CARD products under the "FAMILY PACK" modality have been purchased, every single monetary top stipulated in the voucher and Particular Conditions pertaining to the chosen or purchased ASSIST CARD product, shall be jointly applied for ALL THE MEMBERS OF THE FAMILY GROUP, with the only exception of cases of medical assistance rendered in Europe, for which the monetary tops stipulated in the voucher shall be applied individually for each member of the family group. By virtue of this (except for the case abovementioned), any expenses originated by the assistance rendered to one or more members of such family group, reaching or not one or more of the tops stipulated in the above mentioned Particular Conditions, no additional cost shall be assumed by ASSIST CARD for that concept.

Furthermore, when the products purchased under this modality include any of the insurance stated in Chapter D of these General Conditions, every single monetary top stipulated for each risk in the voucher and Particular Conditions related to the chosen and purchased ASSIST CARD product will be jointly applied for ALL THE MEMBERS OF THE FAMILY GROUP. In virtue of that, in case of a claim the Insurance Company will pay the corresponding indemnification PRO RATA AMONG THE MEMBERS OF THAT FAMILY GROUP.

**ID Card:** The credential that is delivered to the Card Holder prior to his/her trip and that contains his/her complete name and the number, validity and type of ASSIST CARD card purchased. You must carry it always with you during your trip.

**Maximum Global Amount:** The total sum of expenses that ASSIST CARD will pay and/or reimburse the Card Holder in every respect and for all the services provided as per the present General Conditions.

**Maximum Global Amount in case of multiple events:** The total sum of expenses that ASSIST CARD will pay and/or reimburse all the affected Card Holders in case one single event has caused injuries or death to more than one Card Holders, in every respect and for all the services provided as per the present General Conditions.

**Medical Department:** Group of health care professionals who, providing supervision, control and/or coordination services for ASSIST CARD, intervene and decide in all those matters and/or services rendered or to be rendered according to the present General Conditions and that are directly or indirectly related to medical issues.



**Pre-existing Condition:** All physic-pathological process that recognizes an origin or etiology previous to the date of start of the ASSIST CARD validity or of the trip (whichever is posterior) and that can be determined through complementary diagnostic methods of customary use, daily accessible and frequent in all countries of the world (including but not limited to: Doppler. MRI, Angioplasty procedures, etc.).

**Recurrent:** Return of the same illness alters having been treated. Usually, 3 or more times during a calendar year.

**Sudden or Unexpected Illness:** Rapid, fortuitous, unforeseen illness contracted after the starting date of validity of the ASSIST CARD or the date the trip begins, whichever is last.

**Voucher:** The Traveler's Assistance Contract delivered to the Card Holder prior to his/her trip and that contains -among other evidences- the number and type of card purchased as well as its Particular Conditions, specifications and limits. The only applicable benefits are those explicitly established in the Particular Conditions, taking into account the scope and limits described for each service.

### C.3. LIST OF COUNTRIES WITH ASSIST CARD SERVICES

Algeria - Andorra - Argentina - Armenia - Aruba - Australia - Austria - Azerbaijan - Belarus - Belgium - Bolivia - Bonaire – Bosnia-Herzegovina - Brazil - Brunei - Bulgaria - Cambodia - Canada - Chile - China - Colombia - Costa Rica - Croatia - Cuba - Curacao - Cyprus - Czech Republic - Denmark - Dominican Republic - Ecuador - Equatorial Guinea - Egypt - El Salvador - England - Estonia - Finland - France - Germany - Gibraltar - Greece - Guatemala - Herzegovina - Honduras - Hong Kong - Hungary - Iceland - India - Indonesia - Ireland - Israel - Italy - Jamaica - Japan - Jordan - Kazakhstan - Kenya - Kuwait - Kyrgyzstan - Latvia - Lebanon - Lesotho - Liechtenstein - Lithuania - Luxembourg - Malaysia - Maldives Islands - Mauritius Islands - Mexico - Moldova - Monaco - Mongolia - Montenegro - Morocco - New Zealand - Nicaragua - Norway - Oman - Panama - Paraguay - Peru - Philippines - Poland - Portugal - Qatar - Romania - Russia - Saint Maarten - San Marino - Saudi Arabia - Scotland - Serbia - Singapore - Slovakia - Slovenia - South Africa - South Korea - Spain - Sri Lanka - Sweden - Switzerland - Syria - Tahiti - Taiwan - Thailand - Tajikistan - The Netherlands - Tunisia - Turkey - Turkmenistan - Ukraine - United Arab Emirates - United States - Uruguay - Uzbekistan - Vatican City - Venezuela - Vietnam - Yemen.

**In countries not included within the above list, ASSIST CARD services are limited only to the reimbursement of medical expenses according to the circumstances and conditions established within the General Conditions of the services.**

### C.4. ASSIST CARD SERVICES

The following is a limitative enunciation of the services that ASSIST CARD provides to the Holder beneficiary of the ASSIST CARD product purchased.

***IT IS ESSENTIAL THAT YOU VERIFY WITHIN YOUR VOUCHER THE "MAXIMUM FINANCIAL AND PER AGE LIMITS" APPLICABLE TO THE ASSIST CARD PRODUCT YOU HAVE PURCHASED.***

**MAXIMUM GLOBAL AMOUNT:** It is the maximum amount of expenses that ASSIST CARD shall pay and/or reimburse to the CARD Holder for all purposes and for all services rendered under the General Conditions. The total amount of expenses for all services described in Clause C.4 shall not exceed the "Maximum Global Amount" established in the voucher.

In order to provide a better interpretation of this clause, it is made clear that the products in which the Maximum Global Amount is set up in more than one currency and these currencies are different from each other, the mentioned amounts shall not be complementary, hence the sums added to expenses in assistance rendered for any of said amounts will be deductible between them.

**VERY IMPORTANT:** When ASSIST CARD products under the “FAMILY PACK” modality have been purchased, every single monetary top stipulated in the voucher and Particular Conditions pertaining to the chosen or purchased ASSIST CARD product, shall be jointly applied for **ALL THE MEMBERS OF THE FAMILY GROUP**, with the only exception of cases of medical assistance rendered in Europe, for which the monetary tops stipulated in the voucher shall be applied individually for each member of the family group. By virtue of this (except for the case abovementioned), any expenses originated by the assistance rendered to one or more members of such family group, reaching or not one or more of the tops stipulated in the above mentioned Particular Conditions, no additional cost shall be assumed by ASSIST CARD for that concept.

#### **C.4.1 MEDICAL ASSISTANCE**

ASSIST CARD puts at the Card Holder's disposal its Alarm Centers worldwide network. Card Holders must telephone an ASSIST CARD Center in case of any illness, accident or emergency for which he/she needs assistance. ASSIST CARD will provide the Card Holder the conditions for his/her convenient attention, either by sending the professional in each case or authorizing the attention in any of the medical facilities or hospitals available in the area where the event for which the assistance is requested occurred. The Card Holder is obliged to inform ASSIST CARD as many times as assistances he/she requires. As from the first assistance or service provided, the Card Holder must always contact ASSIST CARD in order to obtain the authorization for new assistances or services originated in the same cause as the first event.

If at the time of the assistance requested to the ASSIST CARD Centre, a professional belonging to the ASSIST CARD assistance network is not immediately available in the location where the event occurred, the Card Holder may, prior authorization from ASSIST CARD, use all the medical services that might be necessary. Under these circumstances ASSIST CARD will be in charge of the cost of all the services rendered to the Card Holder by other professionals or sanitary institutions provided that they are not excluded in the present General Conditions, paying directly to the service lenders (when this is possible) or reimbursing to the Card Holder only the expenses incurred in the emergency, as of Clause C.4.1.12 of the present General Conditions of ASSIST CARD Services

**IMPORTANT:** The medical assistance services to be rendered by ASSIST CARD are limited to the emergency treatment of acute episodes and are oriented to assisting the Card Holder while traveling abroad for sudden and unforeseeable events whereby a clear, acute and verifiable disease has been diagnosed and which prevents the normal continuation of the trip. For this same reason they are neither designed nor contracted or rendered for elective medical procedures or to advance treatments nor long-term procedures but to provide for the initial recovery and for the physical conditions that will allow the normal continuation of the trip.

#### **THE AFOREMENTIONED MEDICAL ASSISTANCE SERVICES INCLUDE:**

##### **C.4.1.1 Doctor Consultations**

Medical Assistance will be provided in case of an accident or "acute and unexpected illness". Whenever a sudden illness or injury occurs that prevents the normal continuation of the Card Holder's trip, he/she is entitled to use for free the services of the professionals and/or medical facilities that for that purpose are indicated and/or authorized by ASSIST CARD.

Benign diseases and minor wounds, which do not prevent the normal continuation of the trip, will not give reason for this assistance although the Card Holder may request the reimbursement of expenses incurred for this reason, if these expenses are in accordance to the present Instructions for the proper use of the ASSIST CARD services and the General Conditions of the ASSIST CARD services.

The medical assistance services to be rendered by ASSIST CARD are limited to the emergency treatment of acute symptoms that prevent the continuation of the trip. Unless explicitly described within the characteristics of the ASSIST CARD product purchased, all chronic or pre-existing or congenital or recurrent conditions, known or unknown to the Card Holder, are expressly excluded as well as its consequences and/or complications even if these consequences and/or complications appear for the first time during the trip.

#### **C.4.1.2 Attention by specialists**

Medical Assistance by specialists will be provided whenever it is prescribed or requested by the medical emergency team and previously authorized by the corresponding ASSIST CARD Alarm Center.

When the Card Holder is under 12 years of age and he has requested medical assistance, ASSIST CARD, upon request by the parents or adults accompanying the minor in his trip, will provide the possibility of a telephone inter consultation with the minor's paediatrician in his country of origin. It is explicitly established that such consultation will simply be informative but not involved in the medical treatment to be rendered, which will be at the discretion of the intervening medical lender

#### **C.4.1.3 Complementary medical examinations**

Complementary medical examinations will be performed when prescribed by the medical emergency team and authorized by the corresponding ASSIST CARD Alarm Center.

#### **C.4.1.4 Physical recovery therapy in case of trauma**

Whenever the ASSIST CARD Medical Department so authorizes and when prescribed the treating physician, ASSIST CARD will pay for up to 10 (ten) sessions of physiotherapy, kinesiotherapy, etc.

#### **C.4.1.5 Medications**

ASSIST CARD will pay for the cost of medications prescribed by its medical team for the affection that gave rise to the Card Holder's assistance, during the time of validity of the Card and up to the limits indicated in his/her voucher, according if it is a question of:

##### **C.4.1.5.1 Ambulatory assistances**

**C.4.1.5.2 Assistances during the Card Holder's hospitalization:** When his/her voucher does not indicate a specific limit for this item. ASSIST CARD will only assume up to the amount established in item C.4.1.5.1, no matter if the service is provided while the Card Holder is hospitalized or not.

**C.4.1.5.3 Assistances within the country where the Card was issued:** When the medication to be provided by ASSIST CARD is not readily available and the Card Holder must use it in emergency situations the amounts disbursed for this reason will be reimbursed to him/her, whenever it corresponds, upon submission of the original receipts and up to the limits indicated in his/her voucher.

***IT IS ESSENTIAL THAT YOU VERIFY WITHIN YOUR VOUCHER THE "MAXIMUM FINANCIAL AND PER AGE LIMITS" APPLICABLE TO THE ASSIST CARD PRODUCT YOU HAVE PURCHASED.***

#### **C.4.1.6 Emergency Dentistry**

ASSIST CARD will pay the expenses for emergency dental services in case of infection or trauma. Dental assistance will be only limited to the treatment of pain and/or to tooth extraction and shall not exceed U\$S 150.00 (one hundred and fifty American dollars) per dental piece, even when the limit established within your voucher is higher.

Verify within your voucher the limits for:

##### **C.4.1.6.1 International assistances**

##### **C.4.1.6.2 Assistances within the country where the Card was issued**

***PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED.***

#### **C.4.1.7 Hospitalizations**

Whenever the ASSIST CARD medical team so prescribes, the Card Holder will be hospitalized at the nearest and more adequate (according to ASSIST CARD's Medical Department exclusive judgment) Medical Center. Such hospitalization will be born by ASSIST CARD for the entire validity period of the Card plus 7 (seven) complementary days that begin to be counted from the last day of the ASSIST CARD validity. Complementary days comprise only and exclusively hospital accommodation expenses and as long as the "Maximum Global Amount" indicated in your voucher has not been reached (except the exceptions expressed in Clause A.2.3).

#### **C.4.1.8 Surgery**

Surgeries will be performed to the Card Holder in cases of emergency that urgently require such a procedure and exclusively after authorization of the ASSIST CARD Medical Department and the corresponding ASSIST CARD Alarm Center (except for the cases established in Clause A.2.3.)

Those surgeries classified as "optional" procedures (see definition in Clause C.2) that do not prevent the normal continuation of the trip, which could be performed once the CARD Holder has returned to his/her country of origin, are not included in this benefit.

***IT IS ESSENTIAL THAT YOU REVIEW WITHIN YOUR VOUCHER THE "MAXIMUM FINANCIAL AND PER AGE LIMITS" APPLICABLE TO THE ASSIST CARD PRODUCT YOU HAVE PURCHASED.***

#### **C.4.1.9 Intensive care and coronary unit**

When the nature of the illness or injuries of the Card Holder so require, intensive care and coronary unit treatments will be performed. In all such cases and as an essential requirement for ASSIST CARD to take upon the payment of these expenses, these treatments must have been authorized by ASSIST CARD's Medical Department (except the exceptions expressed in Clause A.2.3).

#### **C.4.1.10 Limit for Medical Expenses.**

On the voucher you will find the corresponding amount and maximum limit applicable for:

**C.4.1.10.1** Medical Assistance due to an "accident".

**C.4.1.10.2** Medical Assistance due to a "non pre-existing illness".

**C.4.1.10.3** Medical Assistance due to "pre-existing illness" as long as the ASSIST CARD product you have purchased explicitly includes this benefit. If it is not included, only the first medical assistance expenses will be covered, and only up to the maximum limit indicated in the voucher for such concept.

**C.4.1.10.4** Medical Assistance within the country of residence of the Card Holder (only when the Card was issued in that country) will have two possible benefits:

- **C.4.1.10.4.1 Events occurred within the country of residence of the Card Holder:** Medical assistance will be rendered in a case where events arise from both illnesses and/or an accident occurred within the country of residence of the Card Holder and only if the ASSIST CARD product purchased includes this benefit.
- **C.4.1.10.4.2 Events occurred outside the country of residence of the Card Holder:** In case the Card Holder used ASSIST CARD's medical services due to an accident or illness during the validity of his/her voucher on an international trip, ASSIST CARD will also provide continuity of assistance within the country of residence of the Card Holder, up to 7 days after the end of the voucher's validity and up to the maximum amount indicated in the voucher.

**IMPORTANT:** The aforementioned events must be approved by ASSIST CARD and fall under its financial responsibility according to the present General Terms & Conditions.

***MEDICAL ASSISTANCE WITHIN THE CARD HOLDER'S COUNTRY OF RESIDENCE IS A BENEFIT EXCLUDED FROM SOME ASSIST CARD PRODUCTS. PLEASE VERIFY YOUR VOUCHER FOR SPECIFIC COVERAGE DETAILS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN REGARDS AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT INDICATED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS BENEFIT.***

**C.4.1.10.5** Maximum Global Amount in case of multiple events (This amount shall not exceed, as a whole and for all the CARD Holders involved, the total for each event stated to that effect in the voucher, such sum shall be distributed pro rata among all the CARD Holders, keeping the maximum limit per holder according to the type of product purchased for each CARD Holder.)

The limits of expenses of medical assistance arising from illnesses or accidents aforementioned are not cumulative. Only one of these limits is applicable, according to the reason of the assistance.

***IT IS ESSENTIAL THAT YOU REVIEW WITHIN YOUR VOUCHER THE "MAXIMUM FINANCIAL AND PER AGE LIMITS" APPLICABLE TO THE ASSIST CARD PRODUCT YOU HAVE PURCHASED.***

**VERY IMPORTANT:** When ASSIST CARD products under the “FAMILY PACK” modality have been purchased, every single monetary top stipulated in the voucher and Particular Conditions pertaining to the chosen or purchased ASSIST CARD product, shall be jointly applied for ALL THE MEMBERS OF THE FAMILY GROUP, with the only exception of cases of medical assistance rendered in Europe, for which the monetary tops stipulated in the voucher shall be applied individually for each member of the family group. By virtue of this (except for the case abovementioned), any expenses originated by the assistance rendered to one or more members of such family group, reaching or not one or more of the tops stipulated in the above mentioned Particular Conditions, no additional cost shall be assumed by ASSIST CARD for that concept.

#### **C.4.1.11 Deductible applicable to medical expenses**

The Deductible Fixed Amount shall be applicable to the Card Holder's medical expenses and to those ASSIST CARD products that include this item within their corresponding voucher.

***IMPORTANT: THIS DEDUCTIBLE APPLIES ONLY TO CERTAIN ASSIST CARD PRODUCTS. VERIFY IN YOUR VOUCHER IF THE PRODUCT YOU HAVE PURCHASED INCLUDES A DEDUCTIBLE AMOUNT AND WHICH IS THE AMOUNT DETERMINED FOR IT.***

#### **C.4.1.12 Reimbursement of medical expenses**

ASSIST CARD will reimburse medical expenses made in an emergency situation as far as they have been previously authorized by the ASSIST CARD Medical Department and they do not exceed fees and prices in use, regular and valid in the country and/or place where they have been made. Permanently updated rates and tariffs are at your disposal in the ASSIST CARD offices in every country where it provides its services. In case of specific events occurred in the USA, the reference values to be used will be the ones that are known as "Usual and customary amount" in this country. These expenses will be reimbursed by ASSIST CARD upon submission of original receipts and up to the amount indicated in your voucher and corresponding to the ASSIST CARD product purchased. These records shall include: original invoices of professionals and/or medical facilities involved in the assistance with clear identification of diagnosis, medical history, admission form in case of hospitalization issued by the hospital, details of benefits and pharmacy invoices with descriptions of the medications acquired, which shall match in quality and quantity with those prescribed by the professional acting at that time.

Medical Expenses incurred in emergency situations, or within countries in which ASSIST CARD does not provide assistance services, will be reimbursed to the Card Holder as long as he/she has complied and fulfilled what is established in Clauses A - INSTRUCTIONS FOR THE PROPER USE OF THE ASSIST CARD SERVICES and C.7. - OBLIGATIONS OF THE CARD HOLDER. These reimbursements will be paid at the ASSIST CARD offices.

***IT IS ESSENTIAL THAT YOU VERIFY WITHIN YOUR VOUCHER THE CHARACTERISTICS, LIMITATIONS AND "MAXIMUM GLOBAL AMOUNT" FOR MEDICAL EXPENSES APPLICABLE TO THE ASSIST CARD PRODUCT YOU HAVE PURCHASED.***

**VERY IMPORTANT:** When ASSIST CARD products under the “FAMILY PACK” modality have been purchased, every single monetary top stipulated in the voucher and Particular Conditions pertaining to the chosen or purchased ASSIST CARD product, shall be jointly applied for ALL THE MEMBERS OF THE FAMILY GROUP, with the only exception of cases of medical assistance rendered in Europe, for which the monetary tops stipulated in the voucher shall be applied individually for each member of the family

**group. By virtue of this (except for the case abovementioned), any expenses originated by the assistance rendered to one or more members of such family group, reaching or not one or more of the tops stipulated in the above mentioned Particular Conditions, no additional cost shall be assumed by ASSIST CARD for that concept.**

#### **C.4.1.13 Payment Claims**

If you have been assisted by a professional, Hospital or Emergency Room in the United States of America, be aware that once in your country, you may receive the invoices for the expenses of the emergency room, X-ray, specialized exams, etc. According to the administrative procedures of the Health System in the United States, the invoices are sent first to the patient and then to the traveler's assistance provider, in this case, ASSIST CARD. All these administrative procedures may last a month or more until the hospital sends the invoices to our Alarm Center. If during this period you have received said invoices, please deliver them to our local representative offices to check their condition in our records, process and pay them, if applicable, as soon as possible.

#### **C.4.2 EXCLUSION OF PRE-EXISTING AND CHRONIC ILLNESSES**

Unless otherwise specified within the ASSIST CARD voucher, all chronic or pre-existing or congenital or recurrent conditions, known or unknown to the Card Holder, and also all its consequences and acute episodes, even when they appear for the first time during the trip, are excluded.

***SOME ASSIST CARD PRODUCTS INCLUDE BENEFITS FOR CHRONIC OR PRE-EXISTING ILLNESSES. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS OF THE ASSIST CARD PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.***

In the products that explicitly include medical assistance in the cases of chronic or pre-existent illnesses, ASSIST CARD shall be liable for the expenses derived from medical assistance up to the maximum limit for such purpose established in the Particular Conditions, and only in the case of sudden and acute illnesses or accidents, whose urgency is such that requires the care during the trip and cannot be postponed to the date of arrival at your country of origin, ASSIST CARD shall be financially liable for the expenses incurred in the resolution of the acute event, and shall not be liable for those treatments aimed at the final resolution of the problem or at the diagnostic research on events previous to the trip.

#### **C.4.3 MEDICAL TRANSFERS**

In case of an emergency, ASSIST CARD will arrange the transfer of the Card Holder to the nearest medical facility in order that he/she receives medical attention. When the ASSIST CARD Medical Department recommends transfer to a more adequate medical facility, such a transfer will be organized, according to the possibilities of the case, in the conditions and means authorized by the ASSIST CARD Alarm Center involved and exclusively within the territorial limits of the country where the event has occurred. A doctor or nurse, if necessary, may accompany the injured or ailing Card Holder.

**NOTE:** Only medical reasons, deemed necessary at the sole discretion of the ASSIST CARD's Medical Department, will be taken into account to determine the appropriateness and/or urgency of the transfer of the Card Holder. Should the Card Holder or his/her family decide to make a transfer disregarding the opinion of the ASSIST CARD Medical Department, ASSIST CARD shall not be liable for such an action, and the transfer, its costs and its consequences will be at the sole risk and expense of the Card Holder and/or his/her family.

#### **C.4.4 MEDICAL REPATRIATIONS**

The medical repatriation of the Card Holder will only be carried out when ASSIST CARD's Medical Department deems it necessary, and exclusively as the result of a serious accident. The repatriation of the injured Card Holder to his/her usual country of residence will be performed by regular airline, accompanied by a doctor or nurse if applicable subject to seat availability. This repatriation must be expressly authorized and coordinated

by the ASSIST CARD Alarm Center involved. Should the Card Holder or his/her family decide to make a medical repatriation disregarding the opinion of the ASSIST CARD Medical Department, ASSIST CARD shall not be liable for such an action, and the repatriation, its costs and its consequences will be at the sole risk and expense of the Card Holder and/or his/her family. Medical repatriations as a consequence of an illness, no matter its etiology or kind, are expressly excluded from ASSIST CARD's responsibilities.

Furthermore, when the Card Holder is repatriated, ASSIST CARD will organize and be in charge of the transfer for 1 (one) accompanying person to the Card Holder's place of permanent residence, provided that such accompanying person is also an ASSIST CARD Card Holder and is travelling with the Card Holder at the time of the assistance causing the Sanitary Repatriation. The choice of the means to be used will be at ASSIST CARD total discretion.

***THE MEDICAL REPATRIATION BENEFIT IS EXCLUDED FROM SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.***

#### **C.4.5 MINORS OR ELDERLY PEOPLE ESCORT**

Should a Card Holder be traveling as the only companion of a child (or children) under the age of 15, who is (are) also an ASSIST CARD Holder(s), and is unable to take care of the child (children) due to an illness or an accident occurred during the trip, ASSIST CARD will arrange, and pay for, the trip of to a relative to accompany the child (children) back to their permanent place of residence. The choice of the means of transportation to be used for the minor's escort will be made exclusively by ASSIST CARD.

If a Card Holder travels with one or more minors under 15 (fifteen) years of age or elders over 75 (seventy five), being them also Card Holders of an ASSIST CARD card, and he cannot be in charge of these accompanying persons, due to illness or accident occurred during the trip, ASSIST CARD will be in charge of organizing the transfer of one relative, so that he/she can accompany the Card Holder to his place of permanent residence. The choice of the means to be used will be at ASSIST CARD exclusive discretion.

#### **C.4.6 TRANSFER OF A RELATIVE**

In case a Card Holder, traveling alone, is hospitalized abroad, such hospitalization has been authorized by ASSIST CARD's Medical Department, and as long as the foreseen duration of the hospitalization for the Card Holder is above 10 (ten) days, ASSIST CARD will take upon the trip of a relative, by paying for an economy class airline ticket subject to seat availability, so that he/she may accompany the Card Holder. This benefit will be provided only in the event that the entire anticipated period of hospitalization falls within the validity period of the ASSIST CARD plus 7 (seven) complementary days.

#### **C.4.7 STAY OF A CARD HOLDER'S RELATIVE**

If and when ASSIST CARD has transferred a relative during the Card Holder's hospitalization with the purpose of providing companionship, the lodging expenses incurred by the accompanying relative for a maximum period of 10 (ten) days will be assumed by ASSIST CARD as long as the Card Holder is abroad alone, and without any other family members or personal friends, during said hospitalization period.

Within your voucher you will find the amounts to be paid by ASSIST CARD with the following limits:

**C.4.7.1** Daily limit

**C.4.7.2** Total limit

***PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED.***

#### **C.4.8 DIFFERENCE IN AIRFARE DUE TO DELAYED OR EARLY RETURN**

#### **C.4.8.1 Return due to illness or accident**

ASSIST CARD will pay for the fare difference for a tourist or economy class return ticket when the Card Holder's original round trip ticket was issued at a reduced rate and with a fixed or limited return date, and such return date cannot be met due to the Card Holder's illness or accident. This benefit will only apply if the Card Holder has been medically assisted with authorization of the corresponding ASSIST CARD Alarm Center. This benefit will not be rendered in case of Excluded Events as per Clauses C.4.2, C.5.12 and C.5.13.

#### **C.4.8.2 Return due to death of a family member**

A benefit similar to the one established in Clause C.4.8.1 will apply in case the Card Holder must return to his/her country of usual and permanent residence due to the death of a immediate family member (parent, spouse, child or sibling) residing in that country.

**NOTE:** In both cases the circumstances that gave rise to this benefit must be proven by the Card Holder and will be conclusively verified by ASSIST CARD. The return trip benefit of the Card Holder and/or third parties can only be reimbursed when ASSIST CARD has previously authorized such expense. The return trip benefit will only be provided within the validity period of the ASSIST CARD. When this service has been provided, the Card Holder must transfer to ASSIST CARD the unused portion(s) of his/her original airline ticket or its counter value.

#### **C.4.9 HOTEL EXPENSES DUE TO CONVALESCENCE**

ASSIST CARD will reimburse the Card Holder for hotel lodging expenses (excluding extras), as long as the involved ASSIST CARD Alarm Center previously authorized it, when the attending physician prescribes mandatory bed rest after hospitalization. In order to obtain this benefit the Card Holder must have been hospitalized for a minimum period of 5 (five) consecutive days and the hospitalization must have been authorized by the ASSIST CARD Alarm Center. These hotel expenses will have:

**C.4.9.1** A daily limit, and

**C.4.9.2** A total maximum

***THIS BENEFIT IS INCLUDED ONLY IN SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.***

#### **C.4.10 EXPENSES DUE TO DELAYED OR CANCELLED FLIGHT**

Should a Card Holder's international flight be delayed for more than 6 (six) consecutive hours beyond the scheduled departure time, and provided that no alternative transportation is available during those 6 (six) hours, ASSIST CARD will reimburse the expenses for hotel lodging, food, taxi and communication expenses incurred during this period and up to the maximum limits indicated in your voucher. ASSIST CARD will only reimburse expenses upon submission of the original receipts to support the incurred expenses and a letter or certificate from the airline certifying the delay and/or cancellation. To be entitled to this reimbursement, the Card Holder must have contacted the nearest ASSIST CARD Alarm Center before leaving the airport where the event took place.

**NOTE:** This service will not be rendered if the Card Holder is traveling with a standby or sublet ticket, nor to any destination within the same country where the ASSIST CARD was purchased. This service will not apply if the cancellation is due to the bankruptcy or ceasing of operations of the airline or to any of the circumstances described in Clause C.9. "**Exceptional and of Force Majeure Circumstances**" of these General Conditions of the ASSIST CARD Services.

***THIS BENEFIT IS INCLUDED ONLY IN SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST***



**CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.**

#### **C.4.11 TRANSFER OF EXECUTIVES DUE TO AN EMERGENCY**

In case the Card Holder is abroad on a business trip and is hospitalized by ASSIST CARD as the consequence of a serious medical emergency that makes it impossible for him/her to continue with the objective of his/her professional trip, ASSIST CARD will pay for the ticket of the person that the company of the Card Holder appoints as a replacement of the hospitalized Card Holder. The ticket will be purchased in the same class as the Card Holder who is being replaced originally traveled and will be subject to seat availability. The replacing executive must purchase, at the moment he/she starts the trip and for its whole duration, the same ASSIST CARD assistance product that replaced executive had.

***THIS BENEFIT IS INCLUDED ONLY IN SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER WHETHER THIS BENEFIT IS INCLUDED IN THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.***

#### **C.4.12 TRANSMISSION OF URGENT MESSAGES**

ASSIST CARD will take charge of transmitting urgent and justified messages from Card Holders related to any of the events included within the services described in these General Conditions of the ASSIST CARD Services.

#### **C.4.13 ASSISTANCE IN THE EVENT OF LOST OR STOLEN DOCUMENTS, ETC.**

ASSIST CARD will advise the Card Holder on local procedures in case he/she has lost or has been stolen from his/her personal documents, airline tickets and/or credit cards. This advisory service will under no circumstances include those formalities that the Card Holder is obliged to comply personally due to the loss and/or theft occurred. ASSIST CARD will not pay for expenses or fees inherent to lost or stolen personal documents', airline tickets and/or credit cards.

#### **C.4.14 EARLY RETURN DUE TO SERIOUS DISASTER AT HOME**

In the event of a serious disaster (fire, explosion, robbery with loss of property and violence) at the Card Holder's residence when he/she is traveling with an ASSIST CARD Card and provided there is no other person who can take charge of the situation and the Card Holder's original ticket does not permit a free change of the return date, ASSIST CARD will pay for applicable penalties, fare differences or the cost of a new ticket in tourist class from the Card Holder's location to his/her permanent residence. The event giving rise to this assistance must be documented with the corresponding police report. Whenever this service is provided, the Card Holder must transfer to ASSIST CARD the unused portion(s) of his/her original airline ticket or its counter value.

#### **C.4.15 FUNERARY REPATRIATION**

In the event of demise of a Card Holder, ASSIST CARD will organize the funerary repatriation and will pay for:

- 1) The coffin required for transportation.
- 2) Administrative procedures.
- 3) Transportation to the airport of entrance to the country of permanent residence of the Card Holder, by the means that ASSIST CARD deems more convenient.
- 4) The organization and cost of the transfer of 1 (one) accompanying person to the dead Card Holder's place of permanent residence, provided that such accompanying person is also an ASSIST CARD Card Holder and

is travelling with the Card Holder at the time of his death. The choice of the means to be used will be at ASSIST CARD exclusive discretion.

**NOTE:** Expenses for the definitive coffin, for funerary procedures and for transfers within the country of permanent residence of the deceased Card Holder will not be paid by ASSIST CARD under any circumstances. The funerary repatriation service will only be provided in case ASSIST CARD's intervention was requested immediately after demise. ASSIST CARD will be exempt from and will not be liable for the transfer of the remains nor will it reimburse any expenses in this respect in the event that funeral parlors or other third parties take charge before ASSIST CARD does or without its express authorization.

ASSIST CARD will neither pay for the funerary repatriation nor for expenses related to it in cases of death produced by:

- a) Narcotics or stupeficient
- b) Suicide
- c) In case the death has been the consequence of a pre-existent illness suffered by the Card Holder and whose treatment was the reason for the trip

**VERIFY IN YOUR VOUCHER IF THE PRODUCT YOU PURCHASED HAS A SPECIFIC TOP FOR THIS SERVICE. IF YOUR VOUCHER DOES NOT INDICATE A TOP, THIS WILL BE INCLUDED IN THE GLOBAL MAXIMUM TOP, CLAUSE C.4 OF THE PRESENT GENERAL CONDITIONS.**

#### **C.4.16 LUGGAGE LOCATION**

ASSIST CARD will assist the Card Holder abroad by all means at its reach to try to locate lost pieces of luggage that have been shipped in the luggage compartment of the same international flight on which the ASSIST CARD Holder was traveling. ASSIST CARD provides Card Holders, within the document-holder with codified luggage tags for identification purposes. In order to facilitate luggage identification in case of loss, **it is essential to have those luggage tags affixed to it for the whole duration of the trip.**

**NOTE:** ASSIST CARD will not be liable for lost and unfound pieces of luggage. Some ASSIST CARD products include, at no additional cost, coverage(s) for indemnity for delayed and/or lost luggage according to what is established in Clause D.1. **Insurance due to lost or delayed luggage.**

**SOME ASSIST CARD PRODUCTS INCLUDE AN INDEMNITY FOR DELAYED OR LOST LUGGAGE. PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL RESPONSIBILITY ASSUMED BY THE INSURANCE COMPANY IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.**

#### **C.4.17 LEGAL ASSISTANCE IN CASE OF RESPONSIBILITY IN AN ACCIDENT**

In case the Card Holder is charged with responsibility in an accident in a country where ASSIST CARD renders its assistance services (see List Of Countries, Clause C.3. of the present General Conditions of the ASSIST CARD Services), an attorney will be placed at the disposal of the Card Holder's who makes such a request, in order to take charge of his/her civil or criminal defense.

**C.4.17.1** ASSIST CARD will advance, as a loan and to be refunded by the Card Holder, the amounts corresponding to lawyer fees and trial expenses, or

**C.4.17.2** Will pay such expenses up to the limits establish for the ASSIST CARD product purchased.

**C.4.17.3** ASSIST CARD will advance, as a loan and to be refunded by the Card Holder, up to the limits established within his/her voucher the amounts corresponding to lawyer fees and trial expenses when the assistance service is provided within the country of issuance of the ASSIST CARD Card purchased.

**PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL RESPONSIBILITY ASSUMED BY ASSIST CARD IN THIS REGARD AND APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED.**

#### **C.4.18 CASH ADVANCE FOR BAIL BONDS**

Should a Card Holder be arrested and charged with criminal responsibility in an accident he/she may revert to ASSIST CARD in order to obtain a loan to pay for bonds that may be required for his/her conditional release. This Cash Advance is subject to the conditions that ASSIST CARD establishes for each case and that the Card Holder must accept.

#### **C.4.19 LEGAL ASSISTANCE TO FILE CLAIMS IN CASE OF AN ACCIDENT**

Should a Card Holder require legal aid to file a claim or lawsuit against third parties for damages or any other compensation resulting from an accident in countries where ASSIST CARD provides its services (see "List Of Countries" Clause C.3. of these General Conditions for the ASSIST CARD Services) a lawyer will be made available to him/her for this purpose. The Card Holder will be responsible for the hiring of the professional and their services as well as for the payment of all fees and expenses arising from the case.

**NOTE:** The obligation of ASSIST CARD is limited to putting at the disposal of the services of a professional. In all the cases, the lawyers designated or recommended by ASSIST CARD will act as agents of the Card Holder without any right to claims or indemnifications against ASSIST CARD for having recommended such a professional.

#### **C.4.20 CRUISE BOARDING GUARANTY**

In case the CARD Holder could not board a cruise-ship due to a delay in the scheduled time of arrival to its destination airport, ASSIST CARD will be liable, to the extent stated in the voucher, for the inherent costs (accommodation, food and transport), and the CARD Holder will be able to board the same cruise-ship at the nearest port.

In case the aforementioned event occurs, the CARD Holder, under penalty of annulment, must immediately report it to ASSIST CARD, so that it can proceed with:

1. Verifying the reported event; and
2. Taking all the steps to provide accommodation (if applicable) and/or transfer to the nearest port where the CARD Holder can board the cruise-ship contracted.

In order to make this service applicable, the following conditions must be met:

-The CARD Holder has contracted the cruise-ship service and his/her ASSIST CARD card has this benefit included, since before the date of initiation of the trip.

-The cruise has an established port of departure, itinerary and port of destination outside the territorial boundaries of the CARD Holder's country of origin.

- The delay in the scheduled time of arrival of the flight at the airport of destination is not less than eight hours and the causes of such delay are not other than inclement weather, strike or aircraft malfunction.

Subrogation: ASSIST CARD will automatically be subrogated by the CARD Holder in the rights and actions which he/she may have against third-party individuals or legal entities due to damages that might have been caused to him/her because of the non-boarding of the cruise-ship, up to the amount paid out by ASSIST CARD in compliance with the obligations of the service, having to carry out all the legal actions necessary to that effect and to provide any help necessary required by the event. Taking into account this, you agree and have the obligation to formalize the subrogation or cession in favor of ASSIST CARD within 48 hours following the notification of the CARD Holder to that effect. Upon denial to subscribe and/or provide help to surrender such rights in favor of ASSIST CARD, the latter will be automatically released of the responsibility to pay the expenses stated in this Clause.

***THIS BENEFIT IS INCLUDED ONLY IN SOME ASSIST CARD PRODUCTS. VERIFY WITHIN THE VOUCHER THE CHARACTERISTICS AND FINANCIAL RESPONSIBILITIES FOR WHICH ASSIST CARD IS LIABLE APPLICABLE TO THE ASSIST CARD PRODUCT YOU PURCHASED. IF IN THE VOUCHER THIS***

*ELEMENT IS NOT MENTIONED, THIS SERVICE IS NOT AVAILABLE IN THE CARD YOU HAVE SELECTED AND BOUGHT.*

#### **C.4.21 SPORT PRACTICE**

ASSIST CARD will only be liable for the event caused by sport practice when this is performed exclusively as a recreational activity, in settings appropriately designated and authorized to that effect, up to the amount stated in the voucher for that purpose and providing the event is not included in any exclusion stated in the Clause C.5.12.7 of these General Conditions.

*VERIFY WITHIN YOUR ASSIST CARD VOUCHER THE FINANCIAL RESPONSIBILITIES FOR WHICH ASSIST CARD IS LIABLE APPLICABLE TO THE ASSIST CARD PRODUCT YOU PURCHASED. IF IN THE VOUCHER THIS ELEMENT IS NOT MENTIONED, THIS SERVICE IS NOT AVAILABLE IN THE CARD YOU HAVE SELECTED AND BOUGHT.*

##### **C.4.21.1 “SPORTS AND ADVENTURE” additional service (Upgrade)**

When contracted by the CARD Holder, “SPORTS & ADVENTURE” additional service (Upgrade) will be subject to the following Conditions:

- This upgrade broadens ASSIST CARD services taking into account the assistance that may arise as a result of training, practice or active involvement as amateur in any kind of sport competitions, including but not limited to: football, rugby, hockey, tennis, swimming, polo, jet ski, wave runner, snowmobile riding, quad riding, all terrain vehicle, skating, parasailing, diving, skydiving, surfing, windsurfing, etc. and up to the total of expenses stated in the voucher for this additional benefit.
- It is explicitly established that this additional benefit is effective **only and exclusively for the amateur sport practice, being not effective for any purpose of professional practice.**
- Moreover, it is explicitly established that this additional benefit does not include the practice of ski, snowboard and/or other winter sports not performed in the authorized ski slopes, nor the practice of mountaineering, climbing, car racing, motorcycling, motocross, boxing, parachuting, gliders, sport aviation, potholing, bungee jumping and/or martial arts. Said sports are absolutely excluded from the free assistance service of ASSIST CARD.
- The selection and purchase of this “UPGRADE SPORTS AND ADVENTURE” benefit involve the CARD Holder’s knowledge and agreement with the terms and exclusions of the service stated in these conditions of contracting and with the total amount of expenses stated for the benefit in your voucher.

**IMPORTANT:** When the “SPORTS & ADVENTURE” upgrade applies to a purchased product under the category “Family Pack”, said upgrade will be jointly applicable for all members of the family pack. Likewise, when the upgrade applies to a service rendered under the category “Family Pack”, said upgrade will be jointly applicable for all members of the family pack.

#### **C.4.22 PREGNANCY “MOTHER GOOSE” UPGRADE SERVICE**

ASSIST CARD will only be liable for the medical assistance expenses (including emergent medical exams and ultrasound) due to clear and unpredictable complications that may arise as a consequence of the pregnancy, including early delivery and miscarriage, until Week 26 of gestation inclusive, only to the total amount stated in the voucher for this effect, providing the Holder’s ASSIST CARD card is effective, at least, during that period. In order to be liable for the expenses, the application by the medical team involved and the authorization of the Medical Department and the Alarm Center of ASSIST CARD are needed.

**Particular exclusions:** the treatments of the following detailed events are explicitly excluded from the services stipulated in this Clause C.4.22:

- a) Out-hospital checks related to the normal pregnancy, as well as visits to the doctor and related studies, normal and timely deliveries and cesareans;
- b) Abortions;
- c) Medical costs and other expenses related to the newborn baby (for example, but not limited to nursery, neonatology, food, etc.)

**IMPORTANT:** The following conditions shall be essential requirements for the validity of the services stated in this Clause C.4.22:

- a) At the moment of initiation of the trip or since the moment the voucher is effective (the latest date), the CARD-Holder's pregnancy does not exceed 24 weeks.
- b) At the moment of initiation of the trip or since the moment the voucher is effective (the latest date), the CARD-Holder is not older than 40.

ASSIST CARD has the right to require all the documents necessary to corroborate the aforementioned conditions.

*VERIFY WITHIN YOUR VOUCHER THE FINANCIAL RESPONSIBILITIES FOR WHICH ASSIST CARD IS LIABLE FOR THIS CONCEPT AND APPLICABLE TO THE ASSIST CARD PRODUCT YOU PURCHASED. IF IN THE VOUCHER THIS ELEMENT IS NOT MENTIONED, THIS SERVICE IS NOT AVAILABLE IN THE CARD YOU HAVE SELECTED AND BOUGHT.*

#### **“MOTHER GOOSE” additional service (Upgrade)**

When contracted by the CARD Holder, “MOTHER GOOSE” additional service (Upgrade) will be subject to the following Conditions:

1. The service detailed in the first paragraph of this Clause C.4.22 is applicable up to the Week 32 of gestation, as well as its **Particular Exclusions**, and providing the Holder's ASSIST CARD card is effective at least during that period.
2. In complex or complicated cases, ASSIST CARD will make available the possibility of a phone consultation with the obstetrician in your country of origin. It is expressly established that said consultation will be just informative and will not be binding regarding the medical treatment to follow, which will be determined by the doctor involved.
3. In case the CARD Holder is travelling alone and she experiences an early delivery, ASSIST CARD will afford the transfer costs in economic class for a relative or an accompanying person. The selection of the means of transport shall be exclusively in charge of the company.
4. In case the baby is born due to an early delivery when its mother is traveling (always within the Week 32 of gestation), until the baby is one year old and in case its mother travels again, ASSIST CARD shall issue a free card in favor of the baby. In order to receive this benefit, the following conditions must be verified:

- The mother acquires a new card of ASSIST CARD for her trip.

- The newborn baby travels along with its mother.

The card to be issued in favor of the newborn baby will be effective at the same time its mother's card does, and shall have the same characteristics.

ASSIST CARD may require the mother to provide all the documents necessary to corroborate the aforementioned conditions.

## **C.5. GENERAL STIPULATIONS**

### **C.5.1 CARD HOLDER**

The services provided by ASSIST CARD will only be rendered to ASSIST CARD Card Holders and are non-transferable to third parties. In order to receive the assistance services described herein, the Card Holder must submit the ASSIST CARD ID Card and/or voucher along with any personal identification that may be requested by ASSIST CARD in order to prove his/her identity, as well as any other information concerning places and

travel dates regarding the hired services.

## **C.5.2 TERRITORIAL VALIDITY**

### **C.5.2.1 International**

Assistance services will only be rendered in the countries where ASSIST CARD provides its services (see "List Of Countries" Clause C.3. of these General Conditions for the ASSIST CARD Services). Unless the Particular Conditions authorize them specifically, under no circumstances will the ASSIST CARD services be rendered neither within the country of usual residence of the Card Holder nor in the country where the ASSIST CARD Card was issued nor in the country where the Card Holder is at the time the Card is issued. Expenses incurred for assistance in countries other than those appearing in the List of Countries, Clause C.3., with the exception of the country of usual residence of the Card Holder, will be reimbursed only if applicable and pursuant to the provisions of the Instructions for the proper use and the General Conditions of the ASSIST CARD Services.

### **C.5.2.2 National**

The assistance services for ASSIST CARD products valid within the country of issuance of the card will be provided within its territorial limits, beyond 100 Km (one hundred kilometers) counted from the usual place of residence of the Card Holder and only when he/she is temporarily traveling. Whenever assistance services are provided by ASSIST CARD within the country of issuance of the Card, ASSIST CARD's financial responsibility will always and without exception be complementary and ancillary to the financial responsibility that might correspond to the social security program and/or welfare program and/or insurance coverage and/or pre-paid medical attention program(s) that the Card Holder may be a member or beneficiary of.

**NOTE:** ASSIST CARD will be entitled to demand from the Card Holder immediate reimbursement of all the expenses unduly made in case a service was paid that -had the financial responsibility of the Card Holder's social security program, welfare program, insurance coverage and/or pre-paid medical attention program, been previously verified- would not have been rendered or would have been rendered only partially. Independently of the fact that the ASSIST CARD assistance service is rendered as the result of an accident or an illness, the Maximum Global Amount for Medical Expenses within the country of issuance of the Card will be the one established within your voucher.

***SOME ASSIST CARD PRODUCTS SPECIFY A LIMIT OTHER THAN 100 Km (one hundred kilometres) FROM THE PLACE OF RESIDENCE FOR THIS SERVICE. VERIFY IN YOUR VOUCHER IF THE ASSIST CARD PRODUCT YOU PURCHASED INCLUDES ASSISTANCE IN THE COUNTRY OF ISSUANCE AND IF IT HAS A LIMIT IN KILOMETRES DIFFERENT FROM THE ONE INDICATED. IF IN YOUR VOUCHER THIS ITEM IS NOT INCLUDED, IT MEANS THE CARD YOU HAVE CHOSEN AND PURCHASED DOES NOT HAVE THIS SERVICE AVAILABLE.***

## **C.5.3 TEMPORARY VALIDITY**

***PRIOR TO YOUR DEPARTURE PLEASE VERIFY WITHIN YOUR VOUCHER THE VALIDITY DATES OF THE ASSIST CARD PRODUCT YOU PURCHASED.***

The assistance services to be rendered by ASSIST CARD will only and exclusively be valid during the validity period indicated on the ASSIST CARD card and/or voucher. The validity will start as from 00:00 hours on the date indicated in the ASSIST CARD voucher as validity starting date and will last for the number of days effectively paid for at the rates established by ASSIST CARD for the product purchased on the date of issue.

The ASSIST CARD services temporary validity indicated in the above paragraph will in all cases be complementarily limited to:

1. The maximum amount of consecutive days per each trip established within your voucher, and/or
2. The days of validity indicated in your ASSIST CARD voucher, and/or
3. The maximum amount of days of stay for tourism purposes permitted by the Immigration authorities of the

country/countries to which the Card Holder is traveling, independently from how many countries he/she is visiting visited during the validity of the card.

**NOTE:** These limitations will apply even when the ASSIST CARD was hired and issued for a longer period.

#### **C.5.4 CONSECUTIVE DAYS PER JOURNEY**

##### **C.5.4.1 International Trips**

The departure and return dates to the country of usual and permanent residence of the Card Holder and/or the place where the ASSIST CARD Card was issued will be taken into consideration in order to establish the period of consecutive days per each trip.

*THIS CONDITION APPLIES TO SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER WHETHER THE ASSIST CARD PRODUCT YOU HAVE PURCHASED INCLUDES THE LIMITATION OF CONSECUTIVE DAYS PER TRIP.*

##### **C.5.4.2 Trips within the Card Holders' country of residence**

The dates of departure and return to the domicile or place of usual residence of the Card Holder will be taken into consideration in order to establish the period of consecutive days per each trip. This must be understood as destinations beyond 100 km. (one hundred kilometers) away from the Card Holder's domicile.

*THIS CONDITION APPLIES TO SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER WHETHER THE ASSIST CARD PRODUCT YOU HAVE PURCHASED INCLUDES ASSISTANCE WITHIN THE COUNTRY OF ISSUANCE OF THE CARD. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

#### **C.5.5 DETERMINING THE KIND OF PRODUCT/SERVICE**

Only the price paid by the Card Holder will determine the kind of product purchased and therefore its characteristics and limitations. Should there be discrepancies between the data appearing in the voucher and/or card referring to the validity and/or rate applicable to the ASSIST CARD product hired with respect to the one effectively paid by the Card Holder, the data corresponding to this latter will be considered as valid.

#### **C.5.6 APPLICABLE LIMITS**

The monetary or financial limits established in the ASSIST CARD voucher will be applicable for the entire validity period of the ASSIST CARD Card purchased. Said entire validity period shall be considered as only and absolute, regardless within the term established the Card Holder made more than one trip.

#### **C.5.7 EXPIRATION DATE**

The expiration of the validity of the ASSIST CARD Card will automatically imply the cease of all the services detailed within these General Conditions, including those assistances already started and in course at the moment of the end of validity, with the exception of the hospitalization service described in Clause C.4.1.7. ASSIST CARD services will cease to be valid as from the moment the Card Holder unexpectedly interrupts the trip abroad, for whatever reason, and returns to his/her country of usual residence or country where the card was issued. In such a case, the Card Holder is not entitled to any reimbursement whatsoever for the ASSIST CARD's unused time.

*PRIOR TO YOUR DEPARTURE PLEASE VERIFY WITHIN YOUR VOUCHER THE VALIDITY DATES OF THE ASSIST CARD PRODUCT YOU PURCHASED.*

#### **C.5.8 RECORDING AND MONITORING OF TELEPHONE CONVERSATIONS**

ASSIST CARD reserves the right to record and audit telephone conversations deemed necessary for the good development of the rendering of its services. The Card Holder expressly agrees on this established procedure and on the eventual usage of these records as a proof in case of possible controversies with regards to the assistance services provided.

### **C.5.9 SUDDEN AND ACUTE ILLNESSES**

The medical assistance services and the financial responsibilities established within these General Conditions of the ASSIST CARD Services will only be in force for accidents and/or sudden and acute illnesses contracted after the date of initiation of the validity of the Card or after the date of initiation of the trip of the Card Holder, whichever is later. ASSIST CARD reserves the right to investigate the veracity of the Card Holder's declaration in this sense.

### **C.5.10 MEDICAL HISTORY REVEALING**

Whenever ASSIST CARD so requires, the Card Holder must grant the authorizations to reveal his/her medical records by completing the RECORD RELEASE FORM that is included within this booklet and to fax it to the involved ASSIST CARD Alarm Center.

### **C.5.11 IRREVOCABLE AUTHORIZATION TO REQUEST MEDICAL INFORMATION**

The Card Holder irrevocably and absolutely authorizes ASSIST CARD to request in his/her behalf any medical information to professional either from abroad or from his country of residence, with the purpose of evaluating and eventually decide about the applicability of the restrictions in case of chronic or pre-existing conditions or illnesses that may have arisen the assistance request.

***ASSIST CARD PUTS AT YOUR DISPOSAL PRODUCTS THAT INCLUDE THE ASSISTANCE OF PRE-EXISTING CONDITIONS. ASK YOUR TRAVEL AGENT OR THE ASSIST CARD OFFICES.***

### **C.5.12 EXCLUDED EVENTS AND EXPENSES**

The following events and/or treatments are expressly excluded from the ASSIST CARD assistance services:

**C.5.12.1 Chronic and/or pre-existing illnesses:** The studies and/or treatments related to chronic or pre-existing or congenital or recurrent conditions -whether known or unknown by the Card Holder- suffered from before the beginning of the validity of the Card and/or the trip, whichever comes later, as well as any sequels, complications and consequences arising thereof (even when they appear during the trip for the first time). To all effects concerning the present Travelers' assistance contract, it must be understood as pre-existing illnesses or conditions those suffered from before the initiation of the validity of the ASSIST CARD Card and/or the trip, whichever happened afterwards, as well as those that reveal afterwards but that for their development have required an incubation, formation or evolution period within the Card Holders' body, started prior to the date of beginning of validity of the Card or of the trip, or suffered from during the validity of a previous ASSIST CARD Card.

Among the chronic or pre existent illnesses defined in the current clause, we can mention, only as examples, and without implying a limitation in respect of other chronic / pre existent illnesses equally excluded: kidney lithiasis, vesicle lithiasis, diabetes, phlebitis, deep venous thrombosis and ulcers of any kind of etiology.

When the illness is excluded from the present clause, ASSIST CARD will only be in charge of the expenses to the top expressed in your voucher and Particular Conditions under "First medical assistance for pre-existing illnesses". ASSIST CARD will not pay for any tests or hospitalizations seeking to evaluate the medical condition of a pre-existing illness and/or to rule out its relation with the current condition giving rise to the need of assistance.

It is explicitly expressed that the limitation stated in the preceding paragraph refers solely and exclusively to



ASSIST CARD economic responsibility and not for the medical assistance in the emergency that may be necessary.

**ASSIST CARD PUTS AT YOUR DISPOSAL PRODUCTS THAT INCLUDE THE ASSISTANCE OF PRE-EXISTING CONDITIONS. PLEASE VERIFY WITHIN YOUR VOUCHER THE CHARACTERISTICS OF THE ASSIST CARD PRODUCT YOU PURCHASED.**

**C.5.12.2 Endemic and/or epidemic illnesses:** Assistance services arising from endemic and/or epidemic illnesses in countries under sanitary emergency status in case the traveler has not followed suggestions and/or indications issued by sanitary authorities about travel restrictions and/or prophylactic treatment and/or vaccination.

**C.5.12.3 Disputes, strike or uproar. Illegal or fraudulent acts:** All complaints, injuries and/or illnesses resulting directly or indirectly from disputes (except those caused for reasons of self defense), strike, vandalism acts or popular uproar in which the CARD Holder has taken part as an active participant. The attempt to or the commission of an illegal or criminal act in accordance with the laws of the country where the event has occurred. Consequences of any act caused intentionally or negligently by the CARD Holder, including providing information that is false or different from reality. To the effect of this Clause, "negligence" means action committed extremely carelessly by the CARD Holder, the results of which could have been foreseen by any reasonably careful person.

**C.5.12.4 Suicide:** All complaints, injuries and/or illnesses resulting from attempted suicide or from the intention to commit suicide, or intentionally caused by the Card Holder to him/herself, being or not in full possession of all mental faculties, as well as its consequences.

**C.5.12.5 Drugs, narcotics and/or related elements:** Treatment of illnesses or pathological conditions caused by the intentional ingestion or administration of toxics (drugs) narcotics, or because of the use of medications without a doctor's prescription. Also conditions, illnesses or injuries resulting from the ingestion of alcoholic beverages of any kind.

**C.5.12.6 Attention by persons or professionals not belonging to ASSIST CARD:** Illnesses, injuries, complaints, consequences and/or complications resulting from treatments or assistances received by the Card Holder from persons or professionals not belonging to the ASSIST CARD organization.

**C.5.12.7 SPORTS (professional or amateur)**

The following events are explicitly excluded:

- a) The assistance that may arise as a result of training, practice or active involvement in any kind of sport competition, regardless the sport practiced.
- b) The assistance that may arise as a result of the practice (either in the training or competition as a professional, amateur or for recreation) of dangerous or high-risk sports, including but not limited to: motorcycling, car racing, boxing, rugby, polo, wave runner or jet ski, snowmobile riding, quad riding, all terrain vehicles, skating, parasailing or paragliding, parachuting, gliders, sport aviation, diving, skydiving, mountaineering, surfing, windsurfing, potholing, trekking, rafting, bungee jumping, ice-hockey, roller skate hockey, ice or ground artistic roller skating, horse riding races or jumps, martial arts.
- c) The assistance that may arise as a result of the practice of ski, snowboard and/or other winter sports not mentioned in the previous paragraph when not performed in the authorized ski slopes.
- d) The assistance derived from any kind of exercise or athletic game of acrobatics or game aimed at exhibitions or exceptional events, or while in a trip or excursion to an unexplored region, or any kind of skill competition that involves speed with mechanical vehicles.

**ASSIST CARD HAS PRODUCTS THAT RENDER SPECIAL BENEFITS FOR THE PRACTICE OF SPORTS (UPGRADE "SPORTS & ADVENTURE"). CONTACT YOUR TRAVEL AGENT OR ASSIST CARD OFFICES.**

**C.5.12.8 Air travel:** Air travel in planes not intended and authorized for public transportation.

**C.5.12.9 Deliveries and pregnancies:** Deliveries and pregnancies unless it is a clear and unpredictable complication, in which case Clause C.4.22 of these General Conditions shall be applicable. Pregnancies after week 26 are excluded no matter the nature of the cause requiring the treatment.

*ASSIST CARD HAS PRODUCTS THAT RENDER SPECIAL BENEFITS FOR PREGNANT CARD HOLDERS (UPGRADE "MOTHER GOOSE"). CONTACT YOUR TRAVEL AGENT OR ASSIST CARD OFFICES.*

**C.5.12.10 Mental disease and/or related conditions:** Mental or psychological conditions, psychosis, neurosis and/or any mediate or immediate consequences thereof.

**C.5.12.11 Blood pressure:** Blood pressure controls. Hypertension or any consequence thereof.

**C.5.12.12 HIV:** Auto-Immune Deficiency Syndrome, AIDS and HIV in any/all of its forms, as well as its complications, sequels and consequences. Venereal or sexually-transmitted diseases.

**C.5.12.13 Medical calls not authorized by ASSIST CARD:** Medical visits for follow-up, checkups and prolonged treatments, unless previously and expressly authorized by the ASSIST CARD Medical Department.

**C.5.12.14 Prosthesis and related elements:** Expenses for prosthesis, or thesis, synthesis or mechanical-help devices of any type, either of internal or external use, including but not limited to: orthopedic articles, dental prosthesis, hearing aids, glasses, contact lenses, splints, crutches, nebulizers, respirators, etc.

**C.5.12.15 Treatments:** All dental, ophthalmologic or otorinolaryngologic treatments, except for the emergency attention as described in these General Conditions of the ASSIST CARD Services.

**C.5.12.16 Check-ups or routine and/or preventive exams:** Checkups or routine medical examinations including those not directly related to a diagnosed illness, as well as those that are not the direct consequence of an illness or accident subject to the ASSIST CARD service. School or university medical exams. Vaccine application.

**C.5.12.17 Age:** A Card Holders' age when it exceeds the established limit indicated in the voucher according to the ASSIST CARD product purchased.

**C.5.12.18 Professional Risks:** If the cardholder's trip involves performing tasks which involve a professional risk. In every case, the services described in the ASSIST CARD Services General Conditions will be complementary to those that have to be provided by assistance and insurance entities according to the industrial and professional risk security regulations that apply in the country where the illness or accident happens (see Clause C.1.2).

**C.5.12.19 Un-authorized Expenses:** Hotel, restaurants, taxis and communications expenses that have not expressly been authorized by an ASSIST CARD Alarm Center.

**C.5.12.20 Accompanying persons and extra expenses:** In the case of a Card Holder's hospitalization all extra expenses as well as those expenses incurred by those accompanying him are expressly excluded.

**C.5.12.21 Dangerous acts, imprudence, negligence:** illnesses or injuries derived from acts significantly dangerous or risky, of serious imprudence of the CARD Holder, either direct or indirect, as well as those derived from imprudence, negligence, lack of skill and/or reckless actions while driving any kind of vehicle, infringing transit rules and/or the international security or the security of the country involved, either driven by the CARD Holder or other person, even in contracted excursions.

**IMPORTANT:** Should it be determined that the reason for a trip is the treatment abroad of any base illness, and that the current treatment has any direct or indirect link with the previous illness, ASSIST CARD will be released from any obligation to provide its services, as set forth in Clause C.6. "Obligations of ASSIST CARD" and Clause C.5.12 "Excluded Events and Expenses" of the present General Conditions of the ASSIST CARD services. For this purpose, ASSIST CARD reserves the right to investigate the relation between the current event and the previous illness.

### **C.5.13 SPECIAL LIMITATIONS AND EXCLUSIONS DUE TO AGE**

*THE LIMITATIONS ESTABLISHED IN THE FOLLOWING PARAGRAPHS APPLY TO SOME ASSIST CARD PRODUCTS. VERIFY WITHIN YOUR VOUCHER WHETHER THE ASSIST CARD PRODUCT YOU PURCHASED INCLUDES LIMITATIONS AND EXCLUSIONS DUE TO AGE (THE AGE TO BE CONSIDERED WILL BE THE ONE YOU WILL BE AT THE TIME THE ASSISTANCE IS REQUESTED). IN SUCH A CASE, THE ASSIST CARD SERVICES WILL BE SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:*

**C.5.13.1 Maximum Global Amount:** In case the Card Holder is included within the limitation due to age established in the voucher and suffers injuries caused by an accident, as described in Clauses C.2.

"Definitions" and C.5.13 "Special Limitations and Exclusions due to age", the Maximum Global Amount for medical expenses due to illness will be applied. This limitation will apply without fail and regardless from the fact that the ASSIST CARD product purchased had one Maximum Global Amount for medical expenses due to an accident and another for illness.

**C.5.13.2 Medications:** In case the Card Holder is included within the limitation due to age established in the voucher, the top amount for medications' expenses will be in all cases and in every respect the one established as "ambulatory".

**C.5.13.3 Sanitary Repatriations:** Sanitary repatriations of any origin are excluded in case the Card Holder is included within the limitation due to age established in the voucher corresponding to the ASSIST CARD product purchased.

### **C.5.14 EXCLUSIONS APPLICABLE TO THE ASSIST CARD CARDS VALID WITHIN THE COUNTRY OF ISSUANCE**

Even in case the voucher corresponding to the ASSIST CARD product you purchased includes services within the country of issuance of the card, the following exclusions will fully apply:

**C.5.14.1 Chronic or pre-existing illnesses:** See C.5.12.1

**C.5.14.2 Hotel Expenses:** Hotel expenses due to convalescence or any other reason.

**C.5.14.3 Expenses due to cancelled or delayed flight:** Reimbursement of expenses due to cancelled or delayed flight.

**C.5.14.4 Transfer of business colleagues due to an emergency:** Transfer or replacement of business colleagues due to an emergency.

### **C.5.15 EXTENSION OF THE ASSIST CARD SERVICES DUE TO TRIP PROLONGATION**

**C.5.15.1** The request of issuance of a new ASSIST CARD Card must be made prior to the expiration date of the previous card.

**C.5.15.2** The Card Holder may request the issuance of a new Card to the ASSIST CARD office nearest to where he/she is or to the agency or office who issued the previous Card, being necessary to inform when making the application all assistance and/or service received during the effectiveness of the previous card, as well as informing any circumstance which in the future may originate a request of assistance by him/her.

**C.5.15.3** Payment methods for the new Card will be those established by the ASSIST CARD office the Card Holder reverted to. ASSIST CARD will send the Card Holder a new card by email, or, if this is not possible, by regular post to an address within the same country of issuance.

**C.5.15.4** The validity period of the new ASSIST CARD Card must be immediately consecutive to the one of the original Card.

**C.5.15.5** The new ASSIST CARD Card issued under the conditions described in this Clause may not be used for any reason, or under any circumstances whatsoever, to initiate or continue treatment and/or assistance for any medical problems that had occurred during the validity of the original and/or prior ASSIST CARD Card or before the validity of the new ASSIST CARD Card, regardless if the proceedings or treatments in progress have been indicated by ASSIST CARD or by third parties.

**C.5.15.6** The Card Holder may purchase one or more ASSIST CARD Cards as long as the accumulated amount of days does not exceed 90 (ninety) or the maximum amount of consecutive days per trip established in the voucher corresponding to the ASSIST CARD product originally purchased.

#### **C.5.16 NOTICE OF ISSUANCE**

The validity of the ASSIST CARD Card will be subject to the fact that the issuing agent had appropriately informed ASSIST CARD of such issuance prior to the date its validity starts. Neither any change in the validity date nor the cancellation of any of ASSIST CARD product will be accepted under any circumstances and for no reason whatsoever once its validity has started.

#### **C.6. OBLIGATIONS OF ASSIST CARD**

**C.6.1** The obligations of ASSIST CARD established within the present Travelers' assistance contract will only apply in the event of an accident and/or of a sudden and acute illness suffered after the date on which the ASSIST CARD Card starts its validity or the date that the trip commences, whichever occurs last.

**C.6.2** See C.5.12.1

**C.6.3** For all cases of assistance services provided within the country of issuance of the card, ASSIST CARD's financial responsibility will always and without exception be complementary and subsidiary to the financial responsibility corresponding to the social security and/or welfare program and/or health insurance and/or pre-paid medical attention program(s) that the Card Holder may be a member or beneficiary of.

**C.6.4** ASSIST CARD reserves the right to verify the veracity of the Card Holder's declaration in this sense. ASSIST CARD will be entitled to demand from the Card Holder immediate reimbursement of all the expenses unduly made in case a service was paid that -had the financial responsibility of the Card Holder's social security program, welfare program, insurance coverage and/or pre-paid medical attention program, been previously verified- would not have been rendered or would have been rendered only partially.

**C.6.5** Independently of the fact that the ASSIST CARD assistance service is rendered as the result of an accident or an illness, the Maximum Global Amount for Medical Expenses within the country of issuance of the Card will be the one established within your voucher.

## **C.7. OBLIGATIONS OF THE CARD HOLDER**

In all cases and for all the services, the Card Holder is obliged to:

### **C.7.1 PRIOR AUTHORIZATION**

Contact an ASSIST CARD office and receive their authorization before taking any step or incurring in any expenses, according to the procedure established in Clause **A - "INSTRUCTIONS FOR THE PROPER USE OF THE ASSIST CARD SERVICES"**.

**C.7.1.1** ASSIST CARD will not take economic responsibility in case the Card Holder leaves the medical centre where he/she is admitted, on his own decision, without prior medical authorization or against the attending doctors' opinion. Nor will ASSIST CARD take responsibility of any kind for complications and/or worsening of the Card Holder medical condition eventually resulting from unmistakable unfulfillment of the medical indications received.

### **C.7.2 OBLIGATION OF INFORMING WITHIN 24 HOURS**

**C.7.2.1** Should it be impossible in an emergency to contact an ASSIST CARD Alarm Center to request the above-mentioned prior authorization, the Card Holder may resort to the nearest emergency medical service. In all such cases the Card Holder must report the emergency suffered and the assistance received to ASSIST CARD from the place it occurred, as soon as possible and always within the first 24 hours following the incident or within 24 hours following the medical discharge, according to Clause A.2.3. The Card Holder will be required to furnish original documentation and receipts supporting the situation.

**C.7.2.2** Upon previous evaluation of the case and once any restrictions or exclusions have been ruled out, ASSIST CARD will decide to assume all the expenses resulting from the assistance and with the following limitations:

- 1) They will not exceed the tops established for the assistance rendered according to the ASSIST CARD product purchased
- 2) They will not exceed the values that ASSIST CARD had paid to its network service lender for the same assistance
- 3) It must stick to the values for the usual use in the country or region where the event originated. For the specific case of events occurring in the USA the reference values to be used will be those known in that country as "Usual and Customary amount"

No charge or reimbursement will be taken originated by expenses resulting from emergency situations, unless strict fulfilment of the present instructions for the utilization of ASSIST CARD services

### **C.7.3 DOCUMENTATION SUPPLY**

The Card Holder must supply ASSIST CARD with all documentation and information necessary to justify the case and whether the case falls within the scope of these General Conditions or not, in addition to all the original receipts for expenses reimbursable by ASSIST CARD as well as all medical records, even those previous to the trip or of any kind, that may be necessary for ASSIST CARD to provide its services. This includes the authorization to have free access to the medical history in his/her country of origin as well as the contact with his/her personal doctor, prepaid medical care, health insurance, etc.

If required, the CARD Holder shall provide the passport with the seals of Migration of the authorities corresponding to the dates of entry to and exit from the country of origin, or the certificate of arrivals at and departures from a country of origin, in case the migration authorities shall not require to provide the passport.

In the event the CARD Holder, in cases of force majeure, could not comply with the prior application for authorization to contract services by his/her own, notwithstanding the compliance with all and the obligations

indicated in this Clause C.7, he/she may provide ASSIST CARD with all the information required in order to verify the service rendered, the genuine urgency that originated the service and the impossibility of the prior communication. The aforementioned stated condition is essential to obtain a payment and/or a reimbursement authorization of the expenses incurred. **Shall this requirement not be complied with; ASSIST CARD shall have the right to deny the payment and/or reimbursement pursuant to the assessment which results from the audit of the case.**

In case of an accident, the corresponding formal complaint before the police shall be attached for the approval of the expenses, notwithstanding if the prior authorization is obtained by ASSIST CARD.

#### **C.7.4 MEDICAL/DENTAL DOCUMENTS**

The Cardholder must submit the complete medical records in order to make any claim to ASSIST CARD arising from medical/dental assistance. The lack of compliance of this requirement shall allow ASSIST CARD to deny the claim.

#### **C.7.5 FLIGHT TICKETS**

In those cases when ASSIST CARD assumes any fare difference from the original tickets, or when ASSIST CARD provides the repatriation service for the Card Holder in case of serious accident or demise, he/she must deliver to ASSIST CARD all transportation tickets (air travel or not) that he/she may possess. In all such cases ASSIST CARD will only assume the eventual fare difference that may exist, if corresponding.

**IMPORTANT:** Failure to comply with any of the obligations stipulated in Clause C.7 shall automatically exempt ASSIST CARD from paying for the assistance expenses incurred.

#### **C.8. SUBROGATION AND CESSION OF RIGHTS**

**C.8.1** Up to the amounts disbursed in compliance with the obligations arising from the present General Conditions of the ASSIST CARD services, ASSIST CARD will be immediately and automatically subrogated in all the rights and actions that may correspond to the Card Holder or to his/her heirs against third parties, either individuals or legal entities and/or official or public institutions, in virtue of the event that gave rise to the assistance service provided.

**C.8.2** The Card Holder agrees to immediately pay ASSIST CARD all those amounts he/she received from the party who caused or who is responsible for the accident and/or his/her insurance company or companies as an advance(s) on account of the settlement of the final indemnity the Card Holder is entitled to. This payment shall be made up to the amounts paid by ASSIST CARD for the event.

**C.8.3** Subrogation expressly includes, but is not limited to, the rights and actions that may be exercised against the following persons:

- Third parties responsible for an accident (traffic or of any other kind) and/or their insurance companies.
- Transportation companies, with regard to the restitution -total or partial- of the price of unused tickets, when ASSIST CARD has paid for the transfer of the Card Holder or his/her mortal remains.
- Other companies that cover the same risk

**IMPORTANT:** The Card Holder irrevocably transfers in favor of ASSIST CARD the rights and actions comprised within the present Clause and pledges to accomplish all legal proceedings that may be necessary to this effect and to provide any kind of collaboration that may be required to him/her because of the event occurred. In that event, he commits and obliges himself to formalize the subrogation or cession in favour of ASSIST CARD within 48 hours running from the moment the Card Holder has been notified. In case he/she refuses to subscribe and/or collaborate to transfer such rights to ASSIST CARD, the latter shall automatically be exempt of the payment of the inherent assistance expenses.

## **C.9. EXCEPTIONAL AND OF FORCE MAJEURE CIRCUMSTANCES**

As specified within the present Travelers' assistance contract ASSIST CARD is expressly released, exempt and excused from any of its obligations and liabilities in the event a Card Holder suffers any damage or requires assistance as the consequence and/or arising from fortuitous or force majeure case, such as weather problems, catastrophes, earthquakes, floods, storm, international war or civil, declared or undeclared, rebellion, internal uproar, actions of guerrillas or counter-guerrillas, hostilities, reprisals, conflicts, seizures, internal riots, strikes, mass movements, lock-out, public riots or acts of sabotage or terrorism, etc. as well as problems and/or delays resulting from the termination, interruption or suspension of communication services. **When elements of this kind are involved, and once such event is terminated, ASSIST CARD pledges to fulfill its commitments and obligations within the shortest possible time.**

## **C.10. EXPENSES NOT CONSIDERED WITHIN THE AGREEMENT. INTERVENTION OF OTHER COMPANIES**

**C.10.1** ASSIST CARD reserves the right to demand from the Card Holder reimbursement of any expenses paid in excess of the terms and/or rendering conditions established herein and/or out of the validity period of the Card.

**C.10.2** Under no circumstances will ASSIST CARD provide the Card Holder new assistance services, nor will it reimburse any kind of expenses, as long as the Card Holder requests or has requested services for the same problem and/or illness from any other company, before, during, or after having requested such assistance services from ASSIST CARD.

## **C.11. LIABILITY**

The service rendered by ASSIST CARD according to the terms of the present Travelers' assistance contract is exclusively circumscribed to providing the Card Holder with access to professionals in order that they render, on their own account and under their exclusive responsibility, medical, pharmaceutical, legal or assistance services in general. Therefore, ASSIST CARD will not be liable whatsoever and in any way, either directly or indirectly, for any complaint that the Card Holder may have regarding the rendering of services made by any of the above-mentioned professionals.

## **C.12. JURISDICTION**

For all legal issues regarding the contractual relationship between the Card Holder and ASSIST CARD, it is hereby expressly agreed the jurisdiction of the courts of the capital city of the country where the original ASSIST CARD was purchased, excluding any other power or jurisdiction.

## **C.13. PRESCRIPTION**

Any legal actions arising from the relationship between the Card Holder and ASSIST CARD will prescribe after 180 (one hundred and eighty) consecutive days, counted as of the date on which the event giving rise to the claim took place.

## **D. COVERAGES**

**IMPORTANT: All the coverages included within the ASSIST CARD products are provided at no additional cost to Card Holders and are issued according to local legal regulations. ASSIST CARD purchases these insurance policies for its clients and therefore reserves the right to make changes to coverages as well as to cancel them without any prior notifications according to the regulations of the**

local insurance laws. The complete text of the policies is available to the general public at the offices of the indicated insurers as well as at the ASSIST CARD office where the ASSIST CARD is purchased.

**PRESCRIPTION:** In virtue of the above mentioned, the stipulations about prescription established in the local insurance legislation shall be fully applied. This includes the obligation to provide the full documents required in each case within the following 365 days since the claim of the event was initiated to ASSIST CARD.

**VERY IMPORTANT:** When any ASSIST CARD product has been purchased under the “FAMILY PACK” modality and they include any of the insurance stated in the present Chapter, every single monetary top stipulated for each risk in the voucher and the Particular Conditions related to the chosen and purchased ASSIST CARD product, will be jointly applied to **ALL THE MEMBERS OF THE FAMILY GROUP**. In virtue of that, in case of a claim the Insurance Company will pay the corresponding indemnification **PRO RATA AMONG THE MEMBERS OF THAT FAMILY GROUP**.

#### **D.1. INSURANCE DUE TO LOST OR DELAYED LUGGAGE**

*THIS INSURANCE IS NOT APPLICABLE TO SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE LIMITS OF THE FINANCIAL RESPONSIBILITY ASSUMED BY THE INSURANCE COMPANY APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

##### **D.1.1 INSURED PERSONS**

The holder of ASSIST CARD Card is automatically insured and at no additional cost when the voucher corresponding to the ASSIST CARD product purchased establishes this coverage.

##### **D.1.2. INSURED RISKS**

###### **D.1.2.1 DELAY IN THE LOCATION OF LUGGAGE**

Delay in the location of luggage during international transportation by regular airline and provided that it was shipped in the luggage compartment of the aircraft.

*THIS INSURANCE IS EXCLUDED FROM SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS OF THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

###### **D.1.2.2 LOSS OF LUGGAGE**

Loss of luggage (whole piece) during international transportation by regular airline and provided that it was shipped in the luggage compartment of the aircraft.

*THIS INSURANCE IS EXCLUDED FROM SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS OF THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

##### **D.1.3 COMPENSATION / INDEMNITY**

###### **D.1.3.1 Compensation due to the delay in the location of the luggage**

**D.1.3.1.1** The insurance company will reimburse the Card Holder, up to the amount established in his/her voucher, for expenses arising from the purchase of basic essential items made within the period of the luggage delay and only if it is not located within the lapse of time indicated in your voucher, counted from the moment ASSIST CARD received the initial notification that the luggage was missing.



The lapse of time exclusively refers to the time elapsed until the luggage has been located. The subsequent period until the physical delivery of the luggage is performed by the airline exceeds ASSIST CARD's responsibility and therefore will not be taken into account in the lapse of time calculation.

**D.1.3.1.2** Should the lost luggage not be located within 10 (ten) days starting from the date the Card Holder informed ASSIST CARD about the loss, the Card Holder will receive from the insurance company an additional amount until completion of the maximum amount established within his/her voucher for this purpose (expenses arising from the purchase of essential items incurred within the delay time). For the calculation of this time frame, the same clarification aforementioned in the last paragraph of the previous clause applies.

**D.1.3.1.3** If there are two or more CARD Holders which share the same package lost, compensation will be apportioned among them.

***THIS INSURANCE IS NOT APPLICABLE TO SOME ASSIST CARD PRODUCTS. PLEASE VERIFY YOUR VOUCHER FOR SPECIFIC COVERAGE DETAILS AND THE LIMITS OF THE FINANCIAL RESPONSIBILITY ASSUMED BY THE INSURANCE COMPANY APPLICABLE TO THE PRODUCT YOU HAVE PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS BENEFIT.***

#### **D.1.3.2 Indemnity due to loss of luggage**

The insurance company will indemnify the Card Holder per dispatched kilogram, per whole piece of luggage lost and up to the maximum amount established within his/her voucher.

#### **D.1.3.3 General dispositions for the compensation/indemnity**

**D.1.3.3.1** Verify within your voucher the value per dispatched kilogram applicable to the ASSIST CARD product you purchased.

**D.1.3.3.2** The Card Holder is entitled to collect up to the Maximum Global Amount established in the voucher as a whole per compensation and/or indemnity regardless the number of events (delays or losses) that may take place over the validity period of your ASSIST CARD, even if it is a yearly card.

**D.1.3.3.3** The actual value of the lost piece of luggage will not be taken into consideration.

**D.1.3.3.4** The indemnity to the Card Holder will be additional or supplementary to the one paid by the airline, according to what is established within the voucher corresponding to the ASSIST CARD product purchased. In case of a supplementary indemnity, if the claim issued by the CARD Holder against the airline is indemnified by said airline for the maximum established in the voucher, the CARD holder shall not be entitled to receive the supplementary indemnity aforementioned.

***PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS OF THE PRODUCT YOU HAVE PURCHASED.***

**D.1.3.3.5** In the cases the airline company pays with a service order (M.C.O.) in compensation for flight tickets, accommodation or other, the indemnity corresponding to the present General Conditions shall be paid to the CARD Holder once said services have been used. The convention of The Hague, Warsaw and/or Montreal shall be the criterion taken into account to apply the indemnity in these cases, pursuant to the information stated in the tickets of the airline companies which are members of the I.A.T.A.

**D.1.3.3.6** Reimbursement for expenses incurred as the result of delayed or lost luggage must be processed at any ASSIST CARD Alarm Center. If the Card Holder is in a location where ASSIST CARD does not have an office, he/she must unfailingly contact the nearest ASSIST CARD Alarm Center and follow the instructions to obtain the compensation(s) that will always be subject to submission and verification of documentation at any ASSIST CARD offices.

**D.1.3.3.7** In order to obtain reimbursement for expenses arising from delayed or lost luggage, the Card Holder must remain abroad for the minimum periods of time stipulated above (36 hours or 10 days) and with an ASSIST CARD Card valid for the entire duration of the trip.

**D.1.3.3.8** The compensation in case of delay in the location of the luggage will not be paid in case the verification or the luggage loss itself takes place during the return trip to the country where the ASSIST CARD was issued and/or to the Card Holder's country of residence.

**D.1.3.3.9** Amount declared: Under no circumstances shall the compensation for loss of luggage, together with the indemnity given by the airline exceed the amount timely declared or stated in the claim submitted to the

airline by the CARD Holder, and if this occurs the supplementary or complementary compensation which corresponds to the type of ASSIST CARD product acquired shall be consequently limited.

#### **D.1.4 REQUIRED DOCUMENTATION**

**D.1.4.1** P.I.R. (Property Irregularity Report) form,

**D.1.4.2** Passport, ASSIST CARD voucher with coverage certification, airline tickets,

**D.1.4.3** Original receipts for the expenses incurred (for the compensation for expenses incurred as the result of delayed luggage),

**D.1.4.4** Original of the indemnity receipt from the airline (for the indemnity for total loss) and/or a copy of the bank receipt for the charge of said indemnity.

#### **D.1.5 OTHER CONDITIONS**

**D.1.5.1** No compensation or indemnity will be paid for damages to the luggage and/or for partially or totally missing contents.

**D.1.5.2** The indemnity for total loss of the piece of luggage will be paid to the Card Holder in the country where the Card was issued.

**D.1.5.3** The compensations and/or indemnities described herein are per person and not per piece of luggage lost. When two or more individuals share the same lost piece of luggage, the above-mentioned compensations and/or indemnities will be prorated.

**D.1.5.4** All the compensations and/or indemnities described herein will be paid in the local currency of the country where payment is made. The applicable exchange rate will be the same in effect on the date that the Card Holder's ASSIST CARD was issued.

#### **D.1.6 REQUIREMENTS TO OBTAIN THE COMPENSATIONS AND/OR INDEMNITIES**

**D.1.6.1** The Card Holder must have attached the ASSIST CARD luggage identification tags on the outside of the lost piece of luggage.

**D.1.6.2** The piece of luggage must have been lost during its transportation on an international flight (between two countries) on a regular airline.

**D.1.6.3** The piece of luggage must have been duly checked in the Card Holder's name into the aircraft's luggage compartment.

**D.1.6.4** The piece of luggage must have been lost between the moment it was handed over to authorized personnel of the airline in order to be loaded on board the aircraft and the moment it should have been returned to the Card Holder when the trip ended.

**D.1.6.5** Luggage must have been lost outside the territory of the country where the ASSIST CARD Card was issued and/or outside the Card Holders' usual country of residence, except for losses that take place on international flights that arrive into that country.

**D.1.6.6** The Card Holder must have immediately reported the missing luggage to the airline before leaving the luggage claim area and obtained written proof of that fact through the P.I.R. (Property Irregularity Report) form which should be issued in the Card Holder's name. When two or more travelers from a group (family, work or any other kind), being all members ASSIST CARD cardholders, and in each one of the group members' name did not receive their luggage, they will need to fill in an individual PIR form each.

**D.1.6.7** The Card Holder must have informed ASSIST CARD of the missing piece of luggage within the 24 hours following the event.

**D.1.6.8** The airline must have assumed its liability for the loss of the luggage and paid the Card Holder the corresponding indemnity established by the airline. The Card Holder must prove the airline's acceptance of its liability by submitting reliable receipts.

**D.1.6.9** The Card Holder must fill out the request for indemnity at any ASSIST CARD office submitting the complete documentation as per Clause D.1.4 "Required Documentation".

The time limit for this presentation will be 1 (one) year, or 365 days as from the time of the complaint according to Clause D.1.6.6. Once this period has expired no claim for any compensation or indemnification by the Card Holder will be valid.

## D.2. ACCIDENTAL DEATH BENEFIT

*THIS INSURANCE IS INCLUDED IN SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN THE PARTICULAR CONDITIONS STATED IN YOUR VOUCHER THE CHARACTERISTICS OF THE PRODUCT YOU HAVE PURCHASED.*

### D.2.1. INSURED PERSONS

The holder of ASSIST CARD Card is automatically insured and at no additional cost when the voucher corresponding to the ASSIST CARD product purchased includes this coverage.

### D.2.2 INSURED RISKS

**D.2.2.1 Death in public transportation:** Death only as the result of an accident while the Card Holder is traveling as a passenger in any means of public transportation (land, air or sea), or while traveling in taxi or limousine, provided the Card Holder is not a crew member, the pilot, or the driver.

**D.2.2.2 Accidental death 24 hours:** Death, only as the result of an accident other than the one defined in paragraph 2.2.1 above, providing the Card Holder is 74 years old or younger at the moment of the accident.

**IMPORTANT:** In case an ASSIST CARD card includes two indemnity alternatives, according to the circumstances that have caused the Accidental Death, one and only one of them shall be indemnified. It is therefore understood that the 24 hrs. Accidental Death Coverage excludes Accidental Death in Public Transportation and vice-versa.

### D.2.3 TERRITORIAL VALIDITY OF THE COVERAGE

*PLEASE VERIFY IN YOUR VOUCHER WHETHER THE COVERAGE INCLUDED IN YOUR ASSIST CARD CARD HAS NATIONAL OR INTERNATIONAL VALIDITY.*

**D.2.3.1 INTERNATIONAL:** This coverage will not be valid whatsoever neither within the country of residence of the Card Holder, nor within the country in which the ASSIST CARD was issued, nor within the country where the Card Holder was when the ASSIST CARD was issued.

**D.2.3.2 NATIONAL:** This coverage will be valid within territorial limits of the country where the ASSIST CARD Card was issued.

### D.2.4 INSURED AMOUNTS ACCORDING TO THE BENEFICIARY'S AGE

*PLEASE VERIFY IN YOUR VOUCHER THE INSURED SUM AND THE MAXIMUM AMOUNT IN CASE OF DISASTER.*

#### **Death in Public Transportation (D.2.2.1):**

Card Holders aged 18 or younger: They will be covered for the amount specified in clause D.2.2.1 of the particular conditions stated in their voucher or up to the amount of US\$ 60,000 (sixty thousand US dollars), whichever is lower.

Card Holders aged 19 to 74: They will be covered for the amount specified in clause D.2.2.1 of the particular conditions stated in their voucher.

Card Holders aged 75 or older: They will be covered for the amount specified in clause D.2.2.1 of the particular conditions stated in their voucher.

#### **Accidental death 24 hours (D.2.2.2):**

Card Holders aged 18 or younger: They will be covered for the amount specified in clause D.2.2. of the particular conditions stated in their voucher or up to the amount of US\$ 20,000 (twenty thousand US dollars), whichever is lower.

Card Holders aged 19 to 74: They will be covered for the amount specified in clause D.2.2.2 of the particular conditions stated in their voucher.

**IMPORTANT: When the purchased Card includes Accidental Death Benefit, the particular conditions stated in your voucher will set forth the insured amounts corresponding to Card Holders aged 19 to 74, PLEASE VERIFY THE INSURED AMOUNT THAT CORRESPONDS TO YOUR AGE.**

The insured amount is per Card Holder. Nevertheless, in the event of an accident involving more than one Card Holder, the maximum liability for all Card Holders affected shall not exceed the amount established within your voucher as Global Maximum for the same disaster or event. In case the sum of the indemnities to be paid exceeds the above-mentioned amounts, every individual indemnity will be paid prorating the maximum liability defined within the voucher.

#### **D.2.5 “PERSONAL ACCIDENT COVERAGE” ADDITIONAL SERVICE (UPGRADE)**

D.2.5.1 Once the CARD Holder has chosen and purchased the “**ACCIDENTAL DEATH IN PUBLIC TRANSPORTATION**” additional service (Upgrade), this shall replace the Accidental Death Public Transportation coverage included in the assistance service rendered by ASSIST CARD. Shall your ASSIST CARD service not include this coverage, this upgrade allows adding this benefit to its Particular Conditions.

The purchase of the upgrade shall be stated in the voucher under Clause “**D.2.2.1 ACCIDENTAL DEATH IN PUBLIC TRANSPORTATION**” and shall be governed by the Conditions set forth in the Clause D.2.

**PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE UPGRADE YOU PURCHASED.**

D.2.5.2 Once the CARD Holder has chosen and purchased the “**ACCIDENTAL DEATH 24 HS**” additional service (Upgrade), this shall replace the Accidental Death 24 hs coverage included in the assistance service rendered by ASSIST CARD. Shall your ASSIST CARD service not include this coverage, this upgrade allows adding this benefit to its Particular Conditions.

The purchase of the upgrade shall be stated in the voucher under Clause “**D.2.2.2 ACCIDENTAL DEATH 24 HS**” and shall be governed by the Conditions set forth in the Clause D.2.

**PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE UPGRADE YOU PURCHASED.**

**The Upgrades mentioned in the Clause D.2.5 are commercialized by an Insurance Broker and are applicable exclusively to products of international validity.**

#### **D.2.6 EXCLUSIONS**

All exclusions usually and/or legally applicable to this type of coverage and approved by the Insurance Regulatory Agency in the country where the ASSIST CARD is issued.

**IMPORTANT:** When the ASSIST CARD product purchased has age restrictions for the purchase of the card, such age will apply, in the same way and automatically, as a limit to the validity of this accidental death benefit.

#### **D.2.7 BENEFICIARIES**

The Card Holder's legal heirs will be considered as the beneficiaries of this coverage unless the Card Holder expressly designates other beneficiaries in writing. This notification must be made before beginning the trip, by certifying document and at the ASSIST CARD office in the country where the Card was issued.

#### **D.3. PERSONAL ACCIDENT COVERAGE (TOTAL AND PERMANENT DISABILITY)**

**THIS INSURANCE IS INCLUDED IN SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS OF THE PRODUCT YOU HAVE PURCHASED.**

### **D.3.1 INSURED PARTIES**

The holder of ASSIST CARD Card is automatically insured and at no additional cost when the voucher corresponding to the ASSIST CARD product purchased establishes this coverage.

### **D.3.2 INSURED RISKS**

Total and permanent disability only as the consequence of an accident and while the Card Holder is traveling.

**IMPORTANT:** The term "Permanent Disability" is to be understood as a permanent invalidity determined independently from the career or occupation of the Card Holder, caused by an accident.

### **D.3.3 INSURED SUM**

***PLEASE VERIFY IN YOUR VOUCHER THE INSURED SUM AND THE MAXIMUM AMOUNT IN CASE OF DISASTER.***

The maximum insured amount is the one established in your voucher. The amount of the indemnity shall be determined according to the nature and seriousness of the suffered injury and as per the following percentages:

- Absolute state and incurable of mental alienation that hinders the insured person from performing any type of work for the rest of his /her life: 100%
- Incurable fracture of the spinal cord causing total and permanent disability: 100%

**IMPORTANT:** In the event of an accident involving more than one Card Holder, the maximum liability of the Insurance Company for all policies affected shall not exceed the amount established within your voucher as maximum for the same disaster. In case the sum of the indemnities to be paid exceeds the above-mentioned amounts, every individual indemnity will be paid prorating the maximum liability defined within the voucher.

### **D.3.4 "PERSONAL ACCIDENT COVERAGE (TOTAL AND PERMANENT DISABILITY)" ADDITIONAL SERVICE (UPGRADE)**

Once the CARD Holder has chosen and purchased the "TOTAL AND PERMANENT DISABILITY" additional service (Upgrade), this shall replace the Total and Permanent Disability coverage included in the assistance service rendered by ASSIST CARD. Shall your ASSIST CARD service not include this coverage, this upgrade allows adding this benefit to its Particular Conditions.

The purchase of the upgrade shall be stated in the voucher under Clause "D.3.3 TOTAL AND PERMANENT DISABILITY" and shall be governed by the Conditions set forth in the Clause D.3.

***PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE UPGRADE YOU PURCHASED.***

**The Upgrade mentioned in the Clause D.3 is commercialized by an Insurance Broker and is applicable exclusively to products of international validity.**

### **D.3.5 EXCLUSIONS**

**D.3.5.1** All exclusions usually and/or legally applicable to this type of coverage and approved by the Insurance Regulatory Agency in the country where the ASSIST CARD is issued.

**D.3.5.2** This coverage will not be valid whatsoever neither within the country of residence of the Card Holder, nor within the country in which the ASSIST CARD was issued, nor within the country where the Card Holder was when the ASSIST CARD was issued.

**D.3.5.3 IMPORTANT:** When the ASSIST CARD product purchased has age restrictions, such age will apply, in the same way, as a limit to the validity of this personal accident coverage.

### **D.3.6 ADDITIONAL SPECIFICATIONS**

**D.3.6.1** Total loss is to be understood as one which occurs due to the amputation or the permanent functional and total disability of the injured body part.

**D.3.6.2** When partial disability has reached 80% it will be considered as total disability and therefore the whole insured amount will be paid.

### **D.3.7 REQUIREMENTS TO OBTAIN THE INDEMNITY**

In order to collect the indemnity the ASSIST CARD holder must fulfill all the requirements established in the Clause C.7. "Obligations of the Card Holder" of the General Conditions of the ASSIST CARD services.

### **D.4. GUARANTY IN CASE OF TRIP CANCELLATION OR INTERRUPTION**

**THIS GUARANTY IS NOT APPLICABLE TO SOME OF THE ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE PRODUCT YOU PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.**

#### **THIS GUARANTY IS VALID ONLY FOR INTERNATIONAL FLIGHTS**

#### **D.4.1 INSURED PERSONS - CONDITIONS TO OBTAIN THE BENEFIT**

The holder of ASSIST CARD Card is automatically insured and at no additional cost when the voucher corresponding to the ASSIST CARD product purchased establishes this coverage.

#### **D.4.2 INSURED RISK - CONDITIONS TO OBTAIN THE BENEFIT**

The unrecoverable loss of deposits and/or expenses pre-paid for the trip according to the stipulations of the contract signed by the Insured person with the Travel Agency and/or Tour Operator (including the applicable cancellation policies) as long as this interruption or cancellation occurs necessarily and unavoidably as the result of:

- a)** Death or severe illness of the Insured person, that may be characterized as an emergency (non pre-existing at the moment when the certificate is issued and even if it is unknown to the person causing the damage) and that gives reason for the hospitalization or hinders the perambulation, generating to the Insured person a state of prostration and therefore making it impossible the initiation or the continuation of the Insured person's trip.
- b)** Death or Hospitalization for more that 3 (three) days due to an accident or acute illness suddenly manifested of the Insured person's spouse, parent(s), children or sibling(s). The above enunciation is limitative and not enunciatively.
- c)** In the event that the Insured person is formally subpoenaed to appear before a court of law and only when this notification is received after the service has been contracted.
- d)** In the event that the Insured person has been quarantined by a competent health care authority after having engaged the trip.

**NOTE:** The coverage described above under items b), c) and d) is extendable to spouse and children of the Insured person in case they travel together with him/her, as long as they are also Insured persons and due to decease, accident, illness, legal notification and/or quarantine, the aforementioned have to cancel their trip as well.

In order to have access to that benefit the following conditions shall be met:

- 1)** The CARD Holder has paid for the ASSIST CARD card with said benefit included the same date of issue of the invoice corresponding to the first payment of the contract with the Travel Agency and/or Tourist Operator in virtue of which he/she made the deposits or expenses which reimbursement is being claimed.
- 2)** In addition to the compliance with requirement stated in a) the Card Holder has acquired and paid the ASSIST CARD card with this benefit included with a minimum of 15 (fifty) days in advance prior to the date of initiation of the trip or to the effective date of his/her ASSIST CARD card, whichever comes first, and that said card is effective for the same total duration of the trip contracted or more.
- 3)** The CARD Holder formally informs ASSIST CARD, immediately and within 24 hours, the event which originated the cancellation of the trip, and always and with no exception with a minimum 48 (forty eights) hours in advance prior to the initiation of the trip or to the effective date of his/her ASSIST CARD card, whichever comes first. ASSIST CARD shall verify with its medical team the fact claimed.

**IMPORTANT:** If by the time the trip is contracted and pursuant to the General Conditions set forth in the contract entered into by the CARD Holder and the Travel Agency and/or Tourist Operator (including the applicable cancellation policies) there exist any charge or penalty for cancellation, the amount of said charge or penalty shall be deducted from the amount of the indemnity which may correspond according to the coverage

stipulated in this clause.

#### **D.4.3 COVERAGE VALIDITY**

This coverage will be valid from the moment the trip is purchased and until its completion.

#### **D.4.4 GUARANTEED AMOUNTS**

Up to the maximum amount established within the ASSIST CARD voucher. This amount shall be composed by the partial top amounts indicated within the voucher per:

**D.4.4.1** Air services,

**D.4.4.2** Ground services or

**D.4.4.3** Maritime services respectively.

#### **D.4.5 MAXIMUM AMOUNT OF CANCELLATION OR INTERRUPTION IN CASE OF MULTIPLE EVENT**

The amount insured corresponds to each Holder. Nonetheless, if an event which involves more than one Holder and regardless the number of Holders involved in such event, the maximum responsibility for each affected holder shall not be more than the maximum amount stated in their vouchers for the same accident. In case the amount of indemnities to pay exceeds the sums aforementioned, each individual indemnity shall be paid prorata of the maximum amount stated in the voucher.

#### **D.4.6 EXCLUSIONS**

No indemnity will correspond under this guaranty in case the interruption or cancellation is the consequence of:

**a)** Chronic or pre-existing illnesses suffered from prior to the date of the issuance of the certificate -whether known or unknown to the agent causing the disaster (be it the Insured person or his/her spouse, parent(s), children or sibling(s)) as well its acute episodes, consequences or sequels.

**b)** Accidents caused directly or indirectly by the practice of dangerous sports such as, but not limited to: mountain climbing, ski out of authorized trails, water ski, snow mobiles or snow cats, car racing, parachute jumping, parasailing, hang gliding and any other exercise or athletic or acrobatic test or that has as its object tests of exceptional character or while he/she is taking part of trips or excursions to unexplored areas.

**c)** Participation in illegal or criminal activity.

**d)** Self inflicted injuries.

**e)** Alcoholism.

**f)** Drug use, drug addiction or use of medications not prescribed by a physician.

**g)** Pregnancy (unless it was verified after the trip was reserved).

**h)** Any type of mental illness.

**i)** No indemnity will be paid to Card Holders who are 75 years old or more at the time when the trip is engaged.

**j)** In the cases required by Migration, the lack of visa to arrive in a country which must have been issued prior to the date of the event that originates the cancellation.

#### **D.4.7 SUBROGATION**

The Insured person yields to the Insurer all rights and actions to which he/she may be entitled against individuals or legal entities due to damages and/or prejudices caused to them up to the amount the Insurer paid for reimbursement due to said event.

#### **D.4.8 REQUIREMENTS TO OBTAIN THE INDEMNITY**

In addition to the formal notification given to ASSIST CARD as set forth in the aforementioned Clause D.4.2. item 3), the Holder, under penalty of nullity of the guaranty, shall provide ASSIST CARD with the following elements:

**1)** Round trip tickets and a certificate of total cancellation of such; **2)** Passport photocopy; **3)** ASSIST CARD voucher with the Certificate of Trip Interruption/Cancellation included; **4)** Original invoices and receipts of legal course of payments made to the Travel Agency where the services were engaged; these invoices and receipts must match the declarations made by the Travel Agency to the Insurer; **5)** In case of an accident or an illness, the complete medical documents. In case of an accident, a corresponding police claim shall be attached; **6)** In case of demise, a legal copy of the corresponding death certificate shall be submitted; **7)** Proof of the family relationship; **8)** Penalty letter issued by the Travel Agency and/or Tourist Operator together with the cancellation policy included by said Travel Agency and/or Tourist Operator in the contract entered into by the Holder; **9)** ASSIST CARD requires a copy of the arrival visa of the country of destination.

The lack of fulfilment of any of the requirements stipulated shall not be indemnified under that coverage.

#### **D.4.9 REIMBURSEMENT**

The Insurer will repay the Insured person in the same currency in which he/she paid for the trip fully complaining what is indicated by the Travel Agency's receipts. Should any legal impediment exist to making payments in foreign currency, it will be made in local currency using the exchange rate of the previous days. No Airline tickets obtained by means of air mile exchange, nor the penalty due to a total or partial reschedule of the trip shall be reimbursed.

#### **D.5. TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION**

*THIS INSURANCE IS NOT APPLICABLE TO SOME ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE PRODUCT YOU PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

**THIS GUARANTY IS ONLY VALID FOR INTERNATIONAL TRIPS.**

##### **D.5.1 PERSONS COVERED**

The Card Holder of an ASSIST CARD card is automatically insured and without additional cost, when the voucher for the ASSIST CARD product purchased indicates such coverage.

##### **D.5.2 COMPROMISED RISK - CONDITIONS TO OBTAIN THE BENEFIT**

**D.5.2.1 Any Reason cancellation trip.** The irreparable loss of deposits or expenses paid previous to the trip according to the general conditions of the contract subscribed by the Card Holder with the Travel Agency and/or Tourist Operator (including the applicable cancellation policies) regardless of the cause for the cancellation and as long as:

**a)** The Card Holder has acquired and paid for the ASSIST CARD card with this benefit included in the same date that the invoice corresponding with the first payment to the Travel Agency and/or Tourist Operator was issued, taking into account that Holder made the deposits or payments corresponding to the reimbursement required.

**b)** In addition to meeting the requirements in **a)** The Card Holder has purchased and paid for the ASSIST CARD product that includes this benefit with a minimum anticipation of 15 days (fifteen days) prior to the data of the commencing of the trip or the initiation of the validity date of his ASSIST CARD product, whichever comes first, and that said card is effective as long as the duration of the bought trip, or more. And that the validity of said card is for the duration of the trip or more.

**c)** The Card Holder reports ASSIST CARD formally, immediately and within 24 hours the occurrence of the event which originates the cancelation of the trip, always and with no exception with a minimum anticipation of 48 hours (forty eight hours) prior to the date of initiation of the trip or of the validity date of the ASSIST CARD product, whichever comes first. ASSIST CARD shall be able to verify the event claimed with his medical team.

**IMPORTANT:** If by the time the trip is agreed and pursuant the General Conditions set forth in the contract entered into by the Holder with the Travel Agency and/or Tourist Operator (including the applicable cancellation policies) there exist any charge or penalty for cancellation, the amount of said charge will be deducted from the total of the compensation which may correspond with the stipulated coverage in the herein clause.

**D.5.2.2 Trip interruption:** The irreparable loss of deposits or expenses paid previous to the trip according to the general conditions of the contract subscribed by the Card Holder with the Travel Agency and/or Tourist Operator when such interruption is due to:

**a)** The Card Holder's death or serious illness, of an urgent nature (not pre-existing at the time of the certificate issuance, and even if it is not known by the person responsible for the claim) and which may derive in



hospitalization or prevent the transfer, generating the Card Holder's prostration and therefore preventing him/her from initiating and/or continuing the trip.

**b)** Death or hospitalization for more than 3 (three) days caused by accident or illness suddenly declared and of a sharp cause of the Card Holder's spouse, parent(s), sibling(s) or children. The enumeration is limitative not enunciatively.

**c)** When the Card Holder receives attentive notification to appear in court, having received such notification after contracting the service.

**d)** When the Card Holder has been declared in quarantine by competent sanitary authority after contracting the service.

**NOTE:** The coverage under the assumptions foreseen in the preceding points b), c), and d) will also be extended to the Card Holder's spouse and children in case they travel with the Card Holder and they are also Card Holders, and in the event of death, accident, illness, court notification and quarantine declaration, the above mentioned must also cancel their trip.

#### **D.5.3 VALIDITY OF THE GUARANTY**

This Guaranty is valid as from the moment the Card Holder contracts the trip and until its end.

#### **D.5.4 COMMITMENT OF THE GUARANTY**

Up to the maximum amount stated in your ASSIST CARD voucher.

When the cancellation of the trip is caused by one of the reasons described hereafter, the indemnification to be paid will be indicated in the preceding paragraph.

**a)** The Card Holder's death or serious illness, of an urgent nature (not pre-existing at the time of the certificate issuance, and even if it is not known by the person responsible for the claim) and which may derive in hospitalization or prevent the transfer, generating the Card Holder's prostration and therefore preventing him/her from initiating and/or continuing the trip.

**b)** Death or hospitalization for more than 3 (three) days caused by accident or illness of a sudden and sharp nature of the Card Holder's spouse, parent(s), sibling(s) or children. The enumeration is limitative not enunciatively.

**c)** When the Card Holder receives attentive notification to appear in court, having received such notification after contracting the service.

**d)** When the Card Holder has been declared in quarantine by competent sanitary authority after contracting the service.

**NOTE:** The coverage under the assumptions described in points b), c), and d) will also be extended to the Card Holder's spouse and children in case they travel with the Card Holder and they are also Card Holders, and in the event of death, accident, illness, court notification and quarantine declaration, the above mentioned must also cancel their trip.

**IMPORTANT: When the cancellation of the trip is caused by a reason different than those listed in the preceding items a), b), c) and d) the amount to be paid will be reduced by a franchise of 25% (twenty five percent) to be paid by the Card Holder. The franchise will be applied on the irrecoverable loss of deposits or expenses paid prior to the trip by the Card Holder with the Travel Agency and/or the Tourist Operator.**

#### **D.5.5 MAXIMUM AMOUNT OF ANY REASON CANCELLATION OR INTERRUPTION IN CASE OF MULTIPLE EVENT**

The amount insured corresponds to each Holder. Nonetheless, if an event which involves more than one Holder and regardless the number of Holders involved in such event, the maximum responsibility for each affected holder shall not be more than the maximum amount stated in their vouchers for the same accident. In case the amount of indemnities to pay exceeds the sums aforementioned, each individual indemnity shall be paid pro rata of the maximum amount stated in the voucher.

#### **D.5.6 "TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION" ADDITIONAL SERVICE (UPGRADE)**

Once the CARD Holder has chosen and purchased the "TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION" additional service (Upgrade), this shall replace the Trip Cancellation Guaranty for any Reason or Trip Interruption included in the assistance service rendered by ASSIST CARD.

Shall your ASSIST CARD service not include this guaranty, this upgrade allows adding this benefit to its Particular Conditions.

The purchase of the upgrade shall be stated in the voucher under Clause “**D.5.4 TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION**” and shall be governed by the Conditions set forth in the Clause D.5.

*PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE UPGRADE YOU PURCHASED.*

**The Upgrade mentioned in the Clause D.5 is commercialized by an Insurance Broker and is applicable exclusively to products of international validity.**

#### **D.5.7 EXCLUSIONS**

##### **D.5.7.1 Any Reason Cancellation trip:**

- a) Events not claimed within 24 hours of the event occurrence motivating the cancellation.
- b) Participation in criminal enterprise
- c) Wounds inflicted by the Card Holder himself.
- d) Alcoholism.
- e) Use of drugs, drug addiction or utilization of medicines without medical prescription.
- f) No indemnification will be granted to elders who are 75 years of age or more at the time of contracting the trip.
- g) The lack of visa to arrive in a country which must have been issued prior to the date of the event that originates the cancellation
- h) If the cancellation is due to a charter Flight cancelled.

**D.5.7.2 Trip interruption:** No indemnification will be granted under this coverage when the interruption is due to:

- a) Chronic or pre-existing illnesses prior to the date of the certificate issuance – known or not by the person responsible for the event (Card Holder, or his spouse, parent(s), sibling(s), or children – as well as its worsening, consequences and sequels
- b) Accidents directly or indirectly caused by the practice of dangerous sports such as, but not limited to, mountaineering, skiing out of official ski runs, waterskiing, snowmotos and/or snow cars, car- racing, motorcycling, boxing, parachuting, parasailing, hang gliding, and any other exercise or athletic or acrobatic test or any other of exceptional character or while taking part in trips or tours to unexplored zones.
- c) Participation in criminal enterprise.
- d) Wounds inflicted by the Card Holder himself.
- e) Alcoholism.
- f) Use of drugs, drug addiction or utilization of medicines without medical prescription.
- g) Pregnancy (except if it is confirmed after the trip was contracted).
- h) Any type of mental illness.
- i) No indemnification will be granted to elders who are 75 years of age or more at the time of contracting the trip.

#### **D.5.8 SUBROGATION**

The Card Holder transfers to the Insurer all the rights and actions that may correspond against physical or juridical persons for damages caused up to the amount that the Insurer pays as reimbursement for the event.

#### **D.5.9 REQUIREMENTS TO OBTAIN THE INDEMNITY**

In addition to the formal notification given to ASSIST CARD as set forth in the aforementioned Clause D.5.2.1 item c), the Holder, under penalty of nullity of the guaranty, shall provide ASSIST CARD with the following elements:

- 1)** Round trip tickets and a certificate of total cancellation of such; **2)** Passport photocopy; **3)** ASSIST CARD voucher with the Certificate of Trip Interruption/Cancellation included; **4)** Original invoices and receipts of legal course of payments made to the Travel Agency where the services were engaged; these invoices and receipts must match the declarations made by the Travel Agency to the Insurer; **5)** In case of an accident or an illness, the complete medical documents. In case of an accident, a corresponding police claim shall be attached; **6)** In case of demise, a legal copy of the corresponding death certificate shall be submitted; **7)** Proof of the family

relationship; **8)** Penalty letter issued by the Travel Agency and/or Tourist Operator together with the cancellation policy included by said Travel Agency and/or Tourist Operator in the contract entered into by the Holder; **9)** ASSIST CARD requires a copy of the arrival visa of the country of destination.

#### **D.5.10 REIMBURSEMENTS**

The Insurer will reimburse the Card Holder in the same currency in which the trip was paid, in total agreement with the information provided in the receipts delivered by the Agency. In case any legal impediment exists to reimburse the payments in a foreign currency, they will be made in the local currency at the selling exchange rate of the day previous to the payment.

No Airline tickets obtained by means of air mile exchange, nor the penalty due to a total or partial reschedule of the trip shall be reimbursed.

#### **D.6. PROTECTED PURCHASE INSURANCE**

*THIS GUARANTY IS NOT APPLICABLE TO SOME OF THE ASSIST CARD PRODUCTS. PLEASE VERIFY IN YOUR VOUCHER THE CHARACTERISTICS AND THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE PRODUCT YOU PURCHASED. IF THIS ITEM IS NOT LISTED IN YOUR VOUCHER IT IS BECAUSE THE TYPE OF CARD YOU PURCHASED DOES NOT INCLUDE THIS SERVICE.*

##### **D.6.1. PERSONS INSURED**

The Card Holder of an ASSIST CARD card is automatically insured and without additional cost, when the voucher for the ASSIST CARD product purchased indicates such coverage.

##### **D.6.2 RISK INSURED**

Theft and accidental material damages caused to the Insured Goods, by an external cause different from the ones excluded in Clause D.6.9, that have been purchased during the validity of the ASSIST CARD card and provided that the Card Holder is travelling and has paid by Credit card, and the theft or damage occur during the validity of the ASSIST CARD card.

##### **D.6.3 GOODS INSURED**

A Good Insured is the one that the Card Holder has purchased according to the specifications of Clause D.6.2 with the exceptions stated in Clause D.6.9.

##### **D.6.4 TERRITORIAL VALIDITY OF THE COVERAGE**

The coverage will neither be valid to any effect within the Card Holder's country of residence, nor within the country of issuance of the ASSIST CARD card, nor within the country where the Card Holder is at the moment of the purchase.

##### **D.6.5 AMOUNT INSURED**

The indemnification to be paid by the Insurance company will be calculated over the cost of replacement or repairing of the Insured Good and up to a maximum top stated in your ASSIST CARD voucher

**IMPORTANT: The indemnification will be deducted in 10% (ten percent) as franchise for the event to be paid by the Card Holder.**

##### **D.6.6 INDEMNIFICATION**

**D.6.6.1** The Insurance company retains the right to pay for the replacement of the Good Insured or give a monetary indemnification for its loss.

**D.6.6.2** The Franchise to be paid by the Card Holder will be applied by event.

**D.6.6.3** The Guaranty of Insurer for accidental or material damages suffered by any Insured Good will include the total cost of the repairing and a maximum cost in relation with the purchasing price of the Insured good.

**D.6.6.4** Any claim for goods forming part of a pair, set or group, will be liquidated according to the total purchasing price of the pair, set or group in case the damaged goods were individually irreplaceable and making the rest of the group useless.

**D.6.6.5** The present coverage will be valid only and exclusively by default or insufficiency of any other insurance that the Insured Goods may have, taken by the Card Holder himself as Insurance holder or by any other person in his benefit.

**D.6.6.6** The Card Holder will communicate, at the shortest possible time, and in any case within 24 hours (twenty four hours) under the risk of loss of Guaranty, the existence or possible existence of a Claim, communicating the exact circumstances in which the damage or theft has occurred.

**D.6.6.7** All the compensations and/or indemnifications described will be paid in the local currency of the country in which the payments are made. The exchange rate to be applied will be the one in force at the date of issuance of the Card Holder's ASSIST CARD card.

#### **D.6.7 NECESSARY DOCUMENTATION**

**D.6.7.1 In case of theft:** Original Police Claim. Credit Card statement, Passport, ASSIST CARD voucher including the coverage. The insured person is obliged to present the invoice of the shop where he/she purchased the good when more than one good is included in the same coupon.

**D.6.7.2 In case of Damage:** Budget for the repairing, original purchasing invoice, Credit card statement, Passport, ASSIST CARD voucher including the coverage. The insured person is obliged to present the invoice of the shop when the purchase was made when more than one good is included in the same coupon.

**Note:** In case of material damage suffered by the Goods Insured, the Insurer has the power to request from the Card Holder to deliver the claimed objects, to the destination indicated by him, for their verification and assessment of damage. The delivery cost will be at the Card Holder expense, provided they are in proportion to the value of the Goods insured.

#### **D.6.8 "PROTECTED PURCHASE INSURANCE" ADDITIONAL SERVICE (UPGRADE)**

Once the CARD Holder has chosen and purchased the "PROTECTED PURCHASE INSURANCE" additional service (Upgrade), this shall replace the Protected Purchase Insurance included in the assistance service rendered by ASSIST CARD. Shall your ASSIST CARD service not include this insurance, this upgrade allows adding this benefit to its Particular Conditions.

The purchase of the upgrade shall be stated in the voucher under Clause "D.6.5 PROTECTED PURCHASE INSURANCE" and shall be governed by the Conditions set forth in the Clause D.6.

*PLEASE VERIFY IN YOUR VOUCHER THE FINANCIAL LIABILITY LIMIT ASSUMED BY THE INSURANCE COMPANY CORRESPONDING TO THE UPGRADE YOU PURCHASED.*

**The Upgrade mentioned in the Clause D.6 is commercialized by an Insurance Broker and is applicable exclusively to products of international validity.**

#### **D.6.9 EXCLUSIONS**

**D.6.9.1** The Insurance company will not pay any indemnification when the damage or theft is caused by:

**D.6.9.1.1** War declared or not, invasion or insurrection, any type of hostility. Confiscation or imprisonment by public authorities or governments, legitimate or not, smuggling and illegal actions.

**D.6.9.1.2** Normal use or natural deterioration.

**D.6.9.1.3** Radioactive contamination.

**D.6.9.1.4** Damages caused by defects of the Insured Good.

**D.6.9.1.5** Floods and earthquakes.

**D.6.9.2** They will not be considered Goods Insured in any case:

**D.6.9.2.1** Money in cash or any other form, traveller's cheques, bills and tickets.

**D.6.9.2.2** Animals and natural plants.

**D.6.9.2.3** Jewels, bijouterie, gems, and watches in luggage, unless they are carried by the Card Holder and are, at all times under his or his accompanying person's custody and have previously been recognized by him

**D.6.9.2.4** Those despatched to be transported by air, even those transported by International flights.

**D.6.9.3** Neither will be subject for indemnification under the present conditions guaranty the claims formulated as a consequence of:

**D.6.9.3.1** Direct damages caused to the Goods Insured by serious cause or fraud by the Card Holder.

**D.6.9.3.2** Direct material damages illegally caused to the Goods purchased.

**D.6.9.3.3** Theft, loss and/or missing of the goods.

**D.6.9.4** Other exclusions.

**D.6.9.4.1** The Insured person is obliged to present the detailed invoice of the shop where the purchase was made when more than one good is included in the purchasing coupon.

**D.6.9.4.2** No purchases made by extortion and/or any other vice to the will and/or consent of the Card Holder are contemplated in this coverage.

**D.6.9.4.3** No defaults of the product caused by faulty manufacturing or generating manufacturer's or vendor's responsibility are included in this coverage.

**IMPORTANT: The Insurance Policies indicated have been underwritten by local Insurance Companies, whose information and policy numbers are mentioned in the Particular Conditions.**