



# General Conditions



**ASSIST  
CARD**



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

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## **B. OBLIGATIONS**

### **1 OBLIGATIONS OF ASSIST CARD**

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.

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.

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.

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 will be the one established within your voucher.

### **2 OBLIGATIONS OF THE CARD HOLDER**

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

#### **2.1 PRIOR AUTHORIZATION**

Contact an ASSIST CARD office and receive their authorization before taking any step or incurring in any expenses.

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.

In case the Card Holder fails to contact ASSIST CARD to request assistance, ASSIST CARD's liability for assistance costs will be limited to the cost incurred by ASSIST CARD if the assistance had been duly requested, as reasonably judged by its Medical Department, based as far as possible on ASSIST CARD's experience in similar cases.

#### **2.2 OBLIGATION OF INFORMING WITHIN 24 HOURS**

ASSIST CARD is not an emergency medical service, so in case of any urgent medical emergency, 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. The Card Holder will be required to furnish original documentation and receipts supporting the situation. 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



### 2.3 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 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.

The Card Holder will lose all rights to compensation, compensation and / or reimbursement if he omits compliance with the provisions of the preceding paragraph, or if he acts in bad faith by presenting fraudulent documentation or using false evidence.

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, 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.

### 2.4 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.

### 2.5 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 B.2 shall automatically exempt ASSIST CARD from paying for the assistance expenses incurred.

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

### 1. PRELIMINARY CONSIDERATIONS

ASSIST CARD is an international travelers' assistance organization whose object is to render, among others, medical 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)

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.

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.

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.

**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.**

The consumer has the right to revoke this commercial transaction (for the purchase of things and/or provision of services) during a term of TEN (10) calendar days following the later of the date on which the thing is delivered or the date on which the contract is executed, without any liability whatsoever. This power may not be dispensed with or waived.

The consumer shall give sufficient notice of such revocation to the provider and make the thing available to them. Return costs shall be borne by the provider. To exercise the right to revoke, the consumer shall make the thing available to the seller unused and in the same condition as received, and the provider shall reimburse to the consumer the amounts received.

The commencement of the validity term of the ASSIST CARD product is considered use thereof. The request for cancellation and/or amendment of the ASSIST CARD product's validity term may only be made prior to the valid from date.

## 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.

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

**Exceptional Circumstances:** All those extraordinary situations, occurring rarely, which are indicated in Clause C.7 of the present General Conditions.

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

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

**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.

**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.

**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.

**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.



**Franchise or Deductible:** 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.

**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.

**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.

**Kit ASSIST CARD:** 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.

**Pre-existing Condition:** All physic-pathological process, illnesses, injury or their complications, suffered from before the beginning of the validity of the Card and/or the trip, whichever comes later, including those suffered before that date and as well as those that reveal afterward, and those that for their development have required an incubation, formation or evolution period within the Card Holders' body, those suffered from during the validity of a previous ASSIST CARD Card (even if it is an annual card and/or if it was auto-renewed in accordance with the provisions of Clause 5.7.1 of the present conditions) and those arising as a result of the administration of any type of treatment or as preventive measure or not, started prior to the date of beginning of validity of the Card or of the trip.

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

**Habitual residence:** Are all those places where the Holder stays in the usual way, at least 120 days a year.

**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.

**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.

**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.





### 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 - Tibet - 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.

### 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.

**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.

#### 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 providing online assistance through the mobile application (telemedicine), 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 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:

##### 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, 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.

#### **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

#### **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.

#### **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.

#### **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:

- (1) Ambulatory assistances
- (2) Assistances during the Card Holder's hospitalization
- (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.

#### **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 dental, up to the limit established within your voucher.

#### **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 B.2.2).

#### **4.1.8 Surgery, intensive care and coronary unit**

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 B.2.2).

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.

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 B.2.2).

#### **4.1.9 Prostheses and orthoses**

If ASSIST CARD's Medical Department so authorizes and the treating physician has so prescribed, ASSIST CARD will bear the expenses for any prostheses, orthoses, syntheses or mechanical aids which prove necessary for health care assistance under these General Conditions and those applicable to the product purchased by the Card Holder up to the amount specified in the Specific Conditions.

ASSIST CARD's medical staff reserves the right to determine the prostheses, orthoses, syntheses or mechanical aids to be supplied to the Card Holder.

Any expenses incurred for prostheses, orthoses, syntheses or mechanical aids specified in clause C.5.12.13 are expressly excluded.

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

**Only for products expressly included in the Particular Conditions.**

In the voucher you will find the amount for every Maximum Global Amount applicable for:

- (1) Medical Assistance due to an "accident".
- (2) Medical Assistance due to "non pre-existing illness".
- (3) Medical Assistance due to "pre-existing illness". The applicable conditions for this concept are indicated in Clause C.4.2.
- (4) Medical Assistance within the country in which the Card was issued (This amount will apply to assistances arising from both illnesses and/or accidents and only in the events that the ASSIST CARD product purchased includes this benefit).
- (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.

#### **4.1.11 Franchise 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.

#### **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 Clause B.2. These reimbursements will be paid at the ASSIST CARD offices.

#### **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.

## **4.2 PRE-EXISTING AND CHRONIC ILLNESSES**

**Only for products expressly including this service in the Particular Conditions.**

**4.2.1** Regarding products that expressly include medical assistance in cases of chronic or pre-existing illnesses, ASSIST CARD shall bear the expenses derived from medical assistance up to the maximum limit established for such purpose in the Particular Conditions, and only in the case of acute episodes or unpredictable events, the urgency of which requires immediate care during the trip and cannot be postponed to the date of arrival in your country of origin. ASSIST CARD shall bear the expenses incurred in the resolution of the acute episode, but shall not be liable for treatments aimed at the final resolution of the problem or at the diagnostic investigation of conditions existing before the trip.

**4.2.2** If not specifically included, ASSIST CARD shall only bear the costs of the first medical assistance up to the cap specified in the Particular Conditions.

**4.2.3** This service does not cover, in addition to the Excluded Events and Expenses mentioned in Section 5.12, expenses related to the beginning or continuation of treatments, diagnostic and investigation procedures, diagnostic and/or therapeutic practices that are not related to the unpredictable acute episode. The following situations are also excluded: dialytic procedures, transplants, oncology and psychiatric treatments.

ASSIST CARD reserves the right to refuse to provide coverage if it ascertains that the purpose of the trip was the treatment overseas of a chronic or pre-existing disease.

#### **4.2.4 Additional Service: ADD ON PRE-EXISTING DISEASES**

**Only for products expressly included in the Particular Conditions.**

ASSIST CARD would take over up to the ceiling specified in Particular Conditions, detailed in the Certified or Voucher, only the expenses of the medical attention arising from a chronic disease or preexisting that has been developed an unexpected crisis' episode, solely as long as they are needed for the stabilization of the acute event that allows to continue the journey or return to the country of origin. ASSIST CARD will not take over inside of this coverage the expenses required to continue the treatment initiated prior to the acute event occurred during the journey, nor the further treatment, included the medicines that exceed the required to stabilize the mentioned acute and unexpected event.

The exclusions provided in paragraphs C.5.12.11 (Blood Pressure) and C. **Error! No se encuentra el origen de la referencia.** (HIV) shall not apply to this ADD-ON of these General Conditions.

## **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.

#### **4.4 MEDICAL REPATRIATIONS**

**Only for products expressly included in the Particular Conditions.**

It includes the transfer of the Beneficiary by means of a regular airline or medical plane, if necessary for medical reasons evaluated at the sole discretion of ASSIST CARD, at the cost of ASSIST CARD within the limits of the Product, with medical or nursing support in If necessary and subject to the availability of places to the country of habitual Residence of the Beneficiary. ASSIST CARD will also organize at its cost the transfer of a companion back to the country of habitual Residence of the Beneficiary, provided that the companion is also a Beneficiary of a Product that includes this Service and is traveling together with the injured Beneficiary at the time of the event that motivates this Service.

This Service will only take place when medical reasons, evaluated at the sole discretion of ASSIST CARD, justify its origin. If the Beneficiary or his relatives or companions wish to make a transfer against the indication of ASSIST CARD or without his previous authorization, the transfer and its cost will be excluded from this Service.

##### **4.4.1 Additional service: ADD ON MEDICAL REPATRIATION**

**Only for products expressly included in the Particular Conditions.**

In case the Holder has purchased the Add On Medical Repatriation, he will have an additional maximum amount of USD 100,000 to be used solely for this service.

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

**Only for products expressly included in the Particular Conditions.**

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 habitual residence. The choice of the means to be used will be at ASSIST CARD exclusive discretion.

#### **4.6 TRANSFER OF A RELATIVE**

**Only for products expressly included in the Particular Conditions.**

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, only one time during the validity period of the card 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.

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

**Only for products expressly included in the Particular Conditions.**



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:

- (1) Daily limit; and
- (2) Total limit

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

**Only for products expressly included in the Particular Conditions.**

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

ASSIST CARD will pay for the penalty or fare difference for a tourist or economy class return ticket or a new one from the place where the Owner is to his permanent address, 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.

##### **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.

#### **4.9 HOTEL EXPENSES DUE TO FORCED RESTING AFTER HOSPITALIZATION**

**Only for products expressly included in the Particular Conditions.**

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:

- (1) A daily limit, and
- (2) A total maximum

#### **4.10 REIMBURSEMENT OF EXPENSES DUE TO DELAYED OR CANCELLED FLIGHT**

**Only for products expressly included in the Particular Conditions.**

If the Card Holder's international flight is delayed for more than 6 (six) consecutive hours from the originally scheduled departure time, and provided that at that time he has no other transportation alternative, ASSIST CARD will reimburse the expenses for accommodation, taxi and food made by the Holder during that period and up to the limit indicated on your voucher. ASSIST CARD will reimburse up to 50 (fifty) dollars without the need to present receipts. From that amount, it will only reimburse, with the maximum limit indicated in the voucher for this concept, the expenses reported against the presentation of the respective receipt that credibly confirm its occurrence, provided they are logical and reasonable, plus the proof of the airline certifying the delay or cancellation suffered and its reasons. In order



to receive this reimbursement, the Card Holder must have contacted ASSIST CARD within a maximum period of 24 hours from the date of the complaint with the airline.

NOTE: This benefit will not be provided if the Holder travels with a ticket subject to space availability or to a destination located within the same country where the ASSIST CARD card was purchased. This service does not apply if the cancellation is due to the bankruptcy and / or cessation of services of the airline, or to any of the circumstances described in Clause C.7. "Exceptional Circumstances and / or Force Majeure" of the present General Conditions of the ASSIST CARD Services.

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

**Only for products expressly included in the Particular Conditions.**

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.

#### **4.13 ASSISTANCE IN THE EVENT OF LOST OR STOLEN DOCUMENTS**

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.

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

**Only for products expressly included in the Particular Conditions.**

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.

#### **4.15 FUNERARY REPATRIATION OR TRANSFERS**

**Only for products expressly included in the Particular Conditions.**

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

- 1) The coffin required for transportation.
- 2) Administrative procedures.
- 3) In case of funerary repatriation: 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 habitual 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 (in case of funerary repatriation) will not be paid by ASSIST CARD under any circumstances. Both services 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, alcohol or stupefacient
- b) Suicide
- c) In case the death has been the consequence of a pre-existent illness suffered by the Card Holder.

#### **4.16 LUGGAGE LOCATION**

**Only for products expressly included in the Particular Conditions.**

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. In order to facilitate luggage identification in case of loss.

**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

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

**Only for products expressly included in the Particular Conditions.**

In case the Card Holder is charged with responsibility in an accident in a country where ASSIST CARD renders its assistance 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. (Except in Clause C.4.17.3).

**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.

In case the assistance under this section is required by the Card Holder in their country of habitual residence, and the ASSIST CARD card has been issued in such country, ASSIST CARD will pay in advance, as a loan to be repaid by the Card Holder, up to the amount specified in the relevant voucher for legal fees and expenses.

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

**Only for products expressly included in the Particular Conditions.**

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.

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

**Only for products expressly included in the Particular Conditions.**

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.

#### **4.20 CRUISE BOARDING GUARANTY**

**Only for products expressly included in the Particular Conditions.**

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.

#### **4.21 SPORT PRACTICE**

**Only for products expressly included in the Particular Conditions.**

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.

##### **4.21.2 Additional service: Add on Sports**

With the acquisition of the Add on Sports, ASSIST CARD will only be liable for the event caused by sport practice when is performed as a recreational, amateur and/or professional activity, in settings appropriately designated and authorized to that effect, up to the amount stated in the voucher for that purpose.



Moreover, it is explicitly states that this additional benefit does not include the practice of aquatic activities outside authorized areas, the practice of ski, snowboard and/or other winter sports when not performed in the authorized ski slopes, car racing, motocross, climbing buildings, based jumping, boxing and martial arts, trips or excursions to an unexplored region, or any kind of skill competition that involves speed with mechanical vehicles and the practice of diving below 12 meters Deep.

#### **4.22 PREGNANCY**

**Only for products expressly including this service in the Particular Conditions.**

ASSIST CARD will only be liable for the medical assistance expenses (including emergency medical exams and ultrasounds) due to clear and unpredictable complications that may arise as a consequence of the pregnancy, including early delivery and miscarriage, until and including week 26 of gestation (upon requesting the assistance), only up to the cap stated for such purpose in the Voucher, always provided that the Card Holder's ASSIST CARD card is effective, at least, during that period. In order to pay for the expenses, the request thereof by the medical team involved and the authorization of the Medical Department and the Operational Centre of ASSIST CARD are needed.

**Particular Exclusions:** the treatments of the following events are expressly excluded from the services stipulated in this Section C.4.22:

- (1) Outpatient check-ups related to normal pregnancy, as well as visits to the doctor and related studies, normal and timely deliveries and caesareans;
- (2) Procured abortions.

##### **4.22.1 PREGNANCY ADD-ON**

When the Card Holder hires the PREGNANCY ADD-ON service, the latter shall be subject to the following Conditions:

- The service detailed in the first paragraph of this Section C.4.22, including its Particular Exclusions, shall extend up to week 32 of gestation (at the time of requesting the assistance), always provided that the Card Holder's ASSIST CARD card is effective at least during that period.
- In complex or complicated cases, ASSIST CARD will make available the possibility of a telephone consultation with the obstetrician in your country of origin. It is expressly stated that such consultation will be just informative and will not be binding regarding the medical treatment to be provided, which will be determined by the attending doctor.
- If the Card Holder is travelling alone and premature childbirth occurs, ASSIST CARD will afford the travel costs in economy class of a relative or an accompanying person. The selection of the means of transport shall be at ASSITS CARD's sole discretion.
- If a baby is born prematurely while their mother is traveling (always up to week 32 of gestation at the time of requesting the assistance), until the baby is one year old and in case of a new trip, ASSIST CARD shall issue a free card to the baby. In order to receive this benefit, the following conditions must be met:
  - (1) the mother must acquire a new ASSIST CARD card for her trip; and
  - (2) the new-born must travel along with their mother.
- The card to be issued to the new-born will have the same validity term and characteristics as their mother's card.
- ASSIST CARD may require the mother to provide all documents necessary to verify compliance with the aforementioned conditions.

#### **4.23 AIR TICKET CANCELLATION SERVICE**

**Only for products expressly included in the Particular Conditions.**

In case Card Holder need to cancel his/her Air Ticket necessarily and unavoidably as a consequence of:



a) Card Holder's death or serious illness, being a matter of urgency (not preexisting at the moment of issuing the air ticket, even if it is unknown by the Card Holder), and that results in hospitalization or inhibit ambulation, generating a confinement state and, thus, preventing him/her from initiating travel.

b) Death or hospitalization for over 3 (three) days due to accident, or sudden and acute disease experienced by Card Holder's spouse, father/mother, sibling or child/children. This list is exhaustive and not illustrative.

c) Whenever Card Holder is summoned to appear in courts. Such notice must be received after the issuance of the air ticket.

ASSIST CARD undertakes to reimburse Card Holder for the irretrievable loss of the value of prepaid air ticket.

This service applies from the moment the plane ticket is issued until the date stated therein, and is only valid for international trips.

In case of trip cancellation/interruption, you must notify ASSIST CARD's office and provide ASSIST CARD with the following elements:

1) Full round-trip air tickets; 2) Photocopy of passport or identity card; 3) Invoices and receipts evidencing the payment of the air ticket and the amount involved not recovered and claimed for reimbursement; 4) In case of accident or disease, full medical records; 5) In case of death, a duly legalized copy of the death certificate ; 6) Proof of relationship in case of a relative's death or hospitalization.

IMPORTANT: ASSIST CARD will pay the Card Holder in the same currency in which the trip was paid, in full accordance with the information contained in the receipts issued by the Operator. If there are legal impediments to make payments in foreign currency, it will be made in local currency using the official exchange selling rate of the previous day to effective payment.

#### **4.24 SAFE PASSPORT SERVICE**

**Only for products expressly included in the Particular Conditions.**

In case of lost or stolen passport, and when it has not been found before leaving the country where it was stolen or lost, ASSIST CARD will cover the issuance cost of the safe-conduct (temporary passport), necessary to continue with the trip or return to the usual country of residence, up to the maximum amount set forth at the Particular Conditions of your ASSIST CARD MEMBERSHIP card. Likewise, support will be granted to obtain a new passport.

The service coverage is valid for passports lost outside the card holder's country of residence and/or passport issuance, as long as the card holder has activated the service within 24 hours of the loss and before leaving the country where the loss occurred.

#### **4.25 PHONE PSYCHOLOGICAL ORIENTATION**

**Only for products expressly included in the Particular Conditions.**

ASSIST CARD will provide the cardholder a service of emergency psychological assistance to a traumatic event due to an accident, disease and / or risk situation while traveling that prevents the normal continuation of the trip.

This assistance provided during the period of validity of the card is limited to a maximum of 4 events of 20 minutes each, and must be previously authorized by the ASSIST CARD Medical Department.

#### **4.31 Additional service: PET ADD ON**

**Only for products expressly included in the Particular Conditions**

When contracted by the CARD Holder, "MOTHER GOOSE" additional service will be subject to the following Conditions:

##### **4.31.1 Reimbursement for veterinary care**

In case the pet requires veterinary attention in emergency situations, and in accordance with the applicable provisions stipulated in Clause C.4.1.12 of the present General Conditions of the ASSIST CARD Services, ASSIST CARD will reimburse the Holder for the cost of the veterinary services rendered.



**IMPORTANT:** The cost of veterinary services to be reintegrated by ASSIST CARD is limited to treatment of acute conditions and is aimed at assisting in the journey of sudden and unpredictable events where a clear, verifiable and acute illness has been diagnosed that prevents the Normal continuation of a trip and for the same reason are not designed or contracted for elective procedures or to advance treatments or long-term procedures but to ensure the initial recovery and physical conditions that allow the normal continuation of the trip.

#### **4.31.2 Reimbursement for veterinary drugs in hospital**

ASSIST CARD will be responsible for the cost of prescription drugs for the condition that would result in the care of the owner's pet during the validity of the Card and up to the limits indicated in your voucher only in the case of an internment. The Disbursements made for these items will be reimbursed when appropriate, against the presentation to ASSIST CARD of thereliable proof, and in accordance with the applicable provisions stipulated in Clause C.4.1.12 of the present General Conditions of the ASSIST CARD Services.

#### **4.31.3 Compensation for theft or death**

In case of pet theft or death, ASSIST CARD will grant the owner compensation up to the limits indicated in his voucher.

#### **4.31.4 Compensation for damages caused by the pet**

ASSIST CARD will be responsible for the damages caused by the owner's pet in the person or property of third parties, which occurred during the validity of the ASSIST CARD card and up to the limits indicated in your voucher.

#### **4.31.5 Documentation required**

For all cases, in order for the compensation to proceed, it will be necessary to present the documents of the pet, certificates of vaccination, certificate of departure from the country of origin and entry to the country of destination, as well as police report and certificate of death when they correspond.

#### **4.31.6 Territorial Validity**

The product will not be valid for any purpose within the country of habitual residence of the Holder, nor within the country of issuance of the Card ASSIST CARD.

#### **4.31.7 Limitations and Exclusions**

- 1) The service does not include theft (without force in things or violence in people), loss and / or loss of pets, as well as the damages caused by fault or fraud of the Holder.
- 2) The service is only valid for the following pets: dogs and cats.
- 3) The service is only valid for those pets that have validly entered the country of destination and have the certificate that corresponds issued by the competent authority.

**IMPORTANT:** ASSIST CARD will take charge as long as the event occurred during the validity of the ASSIST CARD card, from the moment in which the Holder passes through the General Directorate of Migration, after the pet has been declared before the control authority corresponding, and up to the moment in which the Owner crosses the Migration General Directorate on his return in his country of residence habitual.

#### **4.32 Additional service: BAGGAGE PROTECTION ADD ON**

Only for those products expressly including it in the Special Conditions

In case the Cardholder has chosen and purchased the additional service (add-on) called "BAGGAGE PROTECTION", any baggage will be insured against delay and loss if checked into the aircraft hold, in the event that, during international transportation by a regular airline, it has been directed by mistake to a different destination from the final destination of the passenger's flight.

The "BAGGAGE PROTECTION" add-on includes a Satisfaction Guarantee, consisting in a compensation for any lost baggage not located within the first 96 hours from the landing of the passenger's flight on which the baggage failed to arrive as expected.



#### **4.32.1 COMPENSATION FOR DELAY IN BAGGAGE DELIVERY**

ASSIST CARD will compensate the Cardholder for the delay in baggage delivery by the airline.

If baggage is not delivered within the initial 8 (eight) hours following report to the airline, the Cardholder will receive compensation according to the amount specified in the voucher. Such compensation will be applicable again for each additional 8 (eight)-hour period, up to the maximum amount specified in the relevant voucher for that case.

##### **4.32.1.1 Compensation - General Provisions**

The Cardholder purchasing the "BAGGAGE PROTECTION" add-on will be entitled to receive up to the maximum amount specified in the relevant voucher, regardless of the number of delay events that might occur during the effective term of the Cardholder's ASSIST CARD card, even if it is a term of one year.

The Cardholder should apply for compensation for baggage delay at any ASSIST CARD office. In the event the Cardholder is in a place where ASSIST CARD has no office, the Cardholder should call and follow the instructions to formally apply for the appropriate compensation, which will be subject to the submission and verification of the relevant supporting documentation.

If the baggage loss occurs during the return flight to the country that has issued the card and/or is the Cardholder's usual place of residence, there will be no compensation whatsoever for the tracking delay.

No compensation will be paid for damage and/or partially or totally missing contents to the baggage.

#### **4.32.2 COMPENSATION FOR BAGGAGE LOSS**

If the Cardholder's lost baggage is not recovered as set forth in these general conditions within the service period, ASSIST CARD shall compensate the Cardholder as per the Satisfaction Guarantee, subject to the limits of liability listed below:

##### **4.32.2.1 Service Satisfaction Guarantee with Limited Liability According to the Service Hired**

The compensation set in the Satisfaction Guarantee for the service with limited liability is for up to two (2) missing bags per passenger. **IMPORTANT NOTICE:** Any payments pursuant to this Satisfaction Guarantee under these general conditions shall be made in the currency of the country issuing the ASSIST CARD card. The relevant amount will be the one specified for the hired product in the voucher special conditions.

To be eligible for baggage loss compensation in the terms of the "BAGGAGE PROTECTION" add-on, the passenger shall accept and meet all of the following requirements:

##### **4.32.2.2 Passenger's Responsibilities and Commitments**

- a) The passenger must hold an effective ASSIST CARD card including the "BAGGAGE PROTECTION" add-on.
- b) The passenger must purchase the "BAGGAGE PROTECTION" add-on before the effective date of the ASSIST CARD card in order to be eligible for baggage recovery services or for compensation under the Satisfaction Guarantee in case of baggage loss. The "BAGGAGE PROTECTION" add-on will cover the passenger until the end of the ASSIST CARD card effective term; once this period has expired, any baggage loss claim will be rejected.
- c) Any information provided to ASSIST CARD for the purchase of the "BAGGAGE PROTECTION" add-on, as well as the information on the Property Irregularity Report (PIR) or the Mishandled Baggage Report (MBG) shall be true and accurate.
- d) The provision of any inaccurate or false information during the ASSIST CARD card purchase process shall render the "BAGGAGE PROTECTION" add-on null and void.
- e) The passenger shall provide an email address upon reporting the baggage loss, through which ASSIST CARD will notify the passenger of the baggage tracking.
- f) If there is inaccurate information on the Property Irregularity Report, the passenger shall rectify the information provided within a term of 12 hours. Failing to rectify the wrong information within said term shall render the "BAGGAGE PROTECTION" add-on null and void.



- g) Only baggage that has been duly labeled and checked into the aircraft hold will be covered by the “BAGGAGE PROTECTION” add-on and will be eligible for compensation under the Satisfaction Guarantee after the term provided for in these general conditions.
- h) No change shall be introduced in the delivery address once the Property Irregularity Report has been submitted to ASSIST CARD.
- i) The passenger agrees that ASSIST CARD may cancel the “BAGGAGE PROTECTION” add-on at any time before the passenger submits a Property Irregularity Report.
- j) It is the passenger’s sole responsibility to request of the airline the reference number for the relevant form and to submit it to ASSIST CARD. The passenger may not apply for the baggage tracking service or for compensation under the Satisfaction Guarantee for any lost baggage that does not contain a reference number.
- k) The Cardholder shall notify the ASSIST CARD office of the baggage loss, including in the claim the unique reference number issued by the airline for each lost piece. The passenger shall contact ASSIST CARD not later than 24 hours after the arrival of the flight; after this term, any claim submitted to ASSIST CARD will be rejected.
- l) To be eligible for compensation under the Satisfaction Guarantee, the Cardholder shall submit to ASSIST CARD the copies of the PIR and other documentation required.
- m) The Cardholder shall notify the ASSIST CARD office of the baggage loss claim, through the following channels:
- By calling (0 800 288 2222), 24 hours a day, 7 days a week.
  - By visiting [www.assistcard.com](http://www.assistcard.com)
- n) The Cardholder expressly authorizes ASSIST CARD to act on the Cardholder’s behalf in tracking and recovering the baggage, including any direct communications with the airline, and agrees to provide any information that may be required.
- o) Any payments made under the Satisfaction Guarantee shall be previously agreed with the passenger.
- p) Upon being notified that the relevant baggage loss claim has been closed or rejected, the passenger will have 12 hours after receiving the email to contact ASSIST CARD; otherwise the claim will not be accepted. If ASSIST CARD accepts the claim, after the 96-hour term, ASSIST CARD will have 72 additional hours for tracking the lost baggage. Once the baggage has been received at the airport registered by the airline as the place for delivery of the lost baggage, the baggage will be deemed «returned».

#### **4.32.3 REQUIREMENTS FOR OBTAINING COMPENSATION**

- 1) The baggage should have been lost during international transportation by a regular airline.
- 2) The baggage in question should have been duly checked into the relevant aircraft hold in the Cardholder’s name. Baggage bearing no label numbers will not be deemed lost baggage under the general conditions applicable to the “BAGGAGE PROTECTION” add-on.
- 3) The baggage should have been lost outside the territory of the country issuing the ASSIST CARD card and/or outside the country of the Cardholder’s usual residence, except for loss occurring in international flights arriving there.
- 4) The baggage loss should have been immediately reported to the airline before the Cardholder left the baggage reclaim area, with the Cardholder having obtained a written proof of such loss through the PIR (Property Irregularity Report) form, which should have been issued in the Cardholder’s name.
- 5) The Satisfaction Guarantee included in the “BAGGAGE PROTECTION” add-on will not compensate the Cardholder if the baggage is returned within the first 96 hours.
- 6) The “BAGGAGE PROTECTION” add-on does not cover against theft, damage to the baggage or its contents, even after the baggage has been returned to the Cardholder. Any claim for lost baggage in a means of transportation other than air will be rejected.
- 7) ASSIST CARD will not cover the Cardholder and will not have any obligation whatsoever in the event of a fraud report or investigation in progress. Accordingly, ASSIST CARD may bring a claim for fraud with the appropriate authorities.



- 8) The "BAGGAGE PROTECTION" add-on, including all ASSIST CARD's obligations, will be terminated when the baggage is delivered to the Cardholder at the destination of the flight where it was originally lost.
- 9) The passenger will not be eligible for multiple compensation under the service Satisfaction Guarantee for the same lost baggage.
- 10) In the event that the ASSIST CARD product purchased by the Cardholder does not include the "BAGGAGE PROTECTION" add-on, ASSIST CARD will have no obligation whatsoever to the Cardholder or to any other third party.
- 11) ASSIST CARD will not be liable for any delay due to circumstances beyond its control. This includes, without limitation, any matters regarding delivery mistakes by third parties trying to forward the baggage or any failure by the Cardholder to make all reasonable efforts. This includes any baggage which might have arrived at the airport registered by the airline on the baggage loss claim and which fails to be sent for delivery within a reasonable time after having been received at the airport.
- 12) The "BAGGAGE PROTECTION" add-on is neither reimbursable nor transferable. In case the original flight is canceled or a new booking is created, the passenger shall notify ASSIST CARD of the change before any of the flights in the itinerary has taken off.

Any decisions concerning lost baggage reports are the exclusive responsibility of ASSIST CARD. No third party shall influence or go against any decisions made in connection with any lost baggage report, including the compensation under ASSIST CARD's Satisfaction Guarantee.

#### **4.32.3.1 Documentation Required**

- 1) PIR (Property Irregularity Report) form.
- 2) Passport, including entry and exit stamps; in case there are no stamps, Boarding Pass or detailed itinerary.
- 3) Proof of baggage check-in, bearing time and date, issued by the airline or the third party designated by the airline for check-in.

#### **4.32.3.2 Requirements for Obtaining Compensation**

- a) If necessary, the Cardholder shall fill out and submit to ASSIST CARD the request for compensation enclosing the complete documentation, as specified in Clause 3.1, "Documentation Required".  
The maximum term for this submission shall be 1 (one) year, that is, 365 days after the report was filed; once this term has expired, the Cardholder may not claim any compensation.

#### **4.36 REIMBURSEMENT OF EXPENSES FOR ROAD ASSISTANCE**

**Only applicable to products that expressly include this service in their Particular Conditions.**

ASSIST CARD will reimburse the Card Holder for the costs of towing services and/or mechanical repairs of the Card Holder's vehicle in case of breakdown and/or Car Accident that occurred during the trip, which does not allow the autonomous circulation of vehicle aforementioned. The vehicle must be property of the Card Holder, which must be verified through the current ownership and driving license and must be the vehicle used by the Card Holder to make the trip. These expenses will be reimbursed by ASSIST CARD to the Holder with the presentation of reliable vouchers and up to the limit indicated in your Voucher and in accordance with the ASSIST CARD product purchased. The Holder must comply with the provisions of Clause B.2 and the documentation must include, among others: original invoices of the professionals and/or centers involved in the care with a clear indication of diagnosis, detail of benefits, etc. The services included are exclusively limited to provisional conditioning operations in mechanical emergencies situations, thus expenses will only be reimbursed when the vehicle cannot move on its own and for the sole purpose of enabling the usual operation of the vehicle.

#### **4.37 REIMBURSEMENT OF EXPENSES FOR LOCKSMITH SERVICES AT HOME OR VEHICLE**

**Only applicable to products that expressly include this service in their Particular Conditions.**

ASSIST CARD will reimburse the Card Holder for the costs of repairing, opening or changing locks damaged by breakdown, Accident, robbery and/or theft on exterior doors that are damaged and that prevent entry, exit and / or threaten the security of (i) the Card Holder's



place of residence (it does not include common areas or interiors of the residence); (ii) the place where the Card Holder resides during his trip (it does not include common areas or interiors of the home); and/or (iii) the Card Holder's vehicle. These expenses will be reimbursed by ASSIST CARD to the Card Holder against the presentation of supporting documentation and up to the limit indicated in your Voucher, and in accordance with the ASSIST CARD product purchased. The expenses corresponding to duplicate keys of items (i), (ii) and (iii) are excluded from this service. The Holder must comply with the provisions of Clause B.2 and the documentation must include, among others: original invoices of the professionals and/or centers involved in the assistance with a clear indication of diagnosis, detail of benefits, etc. In cases of damaged locks by breakdown, Accident, robbery and/or theft concerning item (iii), the Card Holder must, in addition, submit as proof the ownership certificate of the vehicle and his driving license, and it must be the vehicle used by the Card Holder to do the trip. In case of robbery and/or theft in any of the items (i), (ii) and (iii), the Card Holder must also submit the claim to the security police force of the place of the incident.

#### **4.38 REIMBURSEMENT OF FUNERAL EXPENSES**

**Only applicable to products that expressly include this service in their Particular Conditions.**

ASSIST CARD will reimburse the expenses incurred for the funeral services of the Card Holder who had died during the trip. These expenses will be reimbursed by ASSIST CARD to whoever presents the corresponding death certificate and proves to incur in the funeral costs up to the limit indicated in the Voucher and in accordance with the ASSIST CARD product purchased. The Holder must comply with the provisions of Clause B.2

**NOTE:** ASSIST CARD will only and exclusively cover the costs incurred in funeral services of the Card Holder who had died during the trip that refer to costs of the definitive coffin, funeral procedures, burial and transfer of the deceased Card Holder.

#### **4.39 REIMBURSEMENT OF COST FOR TRANSFER TO CITY OF ORIGIN OR DESTINATION DUE TO ROBBERY, THEFT, BREAKDOWN OR ACCIDENT**

**Only applicable to products that expressly include this service in their Particular Conditions.**

In cases of robbery, theft, breakdown and/or Accident of the Card Holder's vehicle that is used to transport during the trip within the national territory, which prevents the ending of the journey, ASSIST CARD will organize the transfer of the Card Holder to the city of origin or destination, whichever is closest. The transfer will be organized, according to the possibilities of the case and subject to the means of transport available, under the conditions and means authorized by the ASSIST CARD Operational Center involved, up to the limit indicated in the Voucher and in accordance with the ASSIST CARD product purchased and exclusively within the territorial limits of the country where the event occurred.

The Holder must comply with the provisions of Clause B.2 and deliver to ASSIST CARD a police report [in cases of theft or accident] and / or a certificate from the mechanic indicating the impossibility of vehicle movement [in cases of breakdown or accident]; along with proof of purchase of the affected person's ticket

#### **4.40 REIMBURSEMENT OF TRANSFER COSTS FOR A REPLACING DRIVER**

**Only applicable to products that expressly include this service in their Particular Conditions.**

In the event of the Card Holder's inability to drive vehicles within the national territory, caused by sudden illness, Accident or death during the trip, and when none of the companions could substitute him with the proper authorization, the Card Holder and/or any of his companions will designate an alternative driver, who will be in charge of driving the vehicle to the residence address declared by the Card Holder. In this case, ASSIST CARD will be solely and exclusively responsible for the transportation costs of substitute driver to the place where the vehicle is located within the territorial limits of the country where the event occurred. The means used to transport the substitute driver will be at the sole discretion of ASSIST CARD, according to the possibilities and subject to the availability of the means of transport.

The Holder must comply with the provisions of Clause B.2 and deliver to ASSIST CARD medical information, death certificate and / or police report [in accident cases] that supports the impossibility of driving; the statement of the accompanying persons, who are not duly authorized to drive, together with proof of purchase of the replacement driver's ticket.





**NOTE:** The aforementioned service will be provided exclusively to the Card Holder who travels in a vehicle owned by him or when the Card Holder has legal and reliable authorization from the owner of the vehicle for its use. The Card Holder who makes his Travel using transporting cargo or passengers (public or private) and/or rental cars with or without a driver, is excluded from this service.

#### **4.41 REIMBURSEMENT FOR FOOD DUE TO AIRPORT CLOSURE ONLY FOR FORCE MAJEURE EVENTS**

**Only applicable to products that expressly include this service in their Particular Conditions.**

In the event of airport closure, for any of the force majeure events listed as examples in Clause 7 of these General Conditions, ASSIST CARD will reimburse the expenses for personal food incurred by the Card Holder after the airport closure and up to the limit indicated in his Voucher and in accordance with the ASSIST CARD product purchased. ASSIST CARD will reimburse up to USD 50 (fifty) without the need to present receipts. Once this amount has been exceeded, ASSIST CARD will reimburse only and exclusively, with the maximum limit indicated in the Voucher for this concept, the costs reported in accordance with the presentation of the supporting documentation, as long as this costs are logical and reasonable, plus the proof of the airline certifying the delay or cancellation suffered and its reasons. The receipt of the reimbursement will be subject to the Card Holder who has contacted the ASSIST CARD Operational Central within a maximum period of 24 (twenty-four) hours from the complaint made to the airline.

**NOTE:** The service mentioned in the present Clause will not be provided in the cases where the airport that is temporarily closed is located in the place of residence of the Card Holder or in the place of origin of the Card Holder's trip.

#### **4.42 ADDITIONAL SERVICE: ADD ON COVID EXTRA**

**Only applicable to products that expressly include this service in their Particular Conditions.**

In case the Holder has acquired the Add On Covid Extra, it will have the following benefits, up to the maximum amounts that for each of them are indicated in the Particular Conditions and in accordance with the following terms:

##### **4.42.1 GUARANTY IN CASE OF TRIP CANCELLATION OR INTERRUPTION DUE TO POSITIVE DIAGNOSIS OF COVID-19**

ASSIST CARD will be responsible, up to the maximum amount indicated for this concept in the Add On Voucher, of the irrecoverable loss of deposits or expenses paid in advance by the Card Holder prior to the start of his trip, for the services listed below and that are part of the trip, provided that the cancellation or interruption occurs in a necessary and inevitable way as a consequence of the positive diagnosis of the Holder's Covid-19, which makes it impossible to initiate and / or continue their trip.

- (1) Land or air transportation services;
- (2) Accommodation expenses;
- (3) Cruises and
- (4) Excursions or Shows.

For the purposes of this guarantee, only those services that had an execution date within the validity period of the ASSIST CARD Card will be considered.

To access this guarantee, the following conditions must be met:

- (1) That the Card Holder has acquired and paid for the ASSIST CARD Card with this Add On with a minimum notice of 5 days (five days) prior to the date of the COVID-19 test.
- (2) That the Holder communicates to ASSIST CARD in a reliable manner and within 24 (twenty-four) hours, the positive diagnosis of COVID-19. ASSIST CARD may verify with their medical team the reported fact.

Validity of the guarantee: This guarantee is valid from the moment the Holder contracts the trip and until the end of it.

In addition to those stipulated in the previous points, the Holder must comply with the provisions of Clause B.2 and deliver to ASSIST CARD a letter indicating the reasons that give rise to the cancellation or interruption, to which he must attach the following elements:



- (1) Complete round-trip tickets, and proof of total cancellation thereof;
- (2) Photocopy of the passport; with the corresponding legal requirements of validity for the contracted trip;
- (3) Original and legal invoices and receipts of payments made to the travel agency and other providers from whom the services were contracted;
- (4) Certificate from the provider companies (airline, cruise company, hotel and / or wholesale operator) indicating the penalty applied and the amount of the refund received (if any) or that no refund was received from said provider;
- (5) Medical certificate and Laboratory Analysis specifying Covid-19 Positive;
- (6) Proof of family bond, if applicable;
- (7) At the request of ASSIST CARD, a copy of the entry visa to the destination country.

Failure to comply with any of the stipulated requirements will not give rise to the guarantee.

#### **4.42.2 REIMBURSEMENT OF ADDITIONAL ACCOMMODATION AND FOOD EXPENSES DUE TO FORCED REST OR ISOLATION**

In case the treating physician prescribes the Cardholder's forced rest or isolation due to a positive Covid-19 diagnosis during the trip and this prevents the Cardholder from returning to their usual place of residence or from continuing with the trip as originally scheduled, ASSIST CARD will reimburse the Cardholder for any additional accommodation and food expenses the Cardholder might incur.

The reimbursement will only apply to additional accommodation and food expenses not originally considered in the travel itinerary, incurred by the Cardholder exclusively during the forced rest or isolation period, for a maximum term of 15 days and up to the maximum daily amount set forth for such circumstances in the Add-On Voucher. Accommodation expenses will only comprise expenses incurred for lodging, without any extra.

This benefit will be granted subject to the fulfillment of all the following conditions:

- (1) The Cardholder should comply with the provisions in Clause B.2 and deliver to ASSIST CARD: Original Itinerary, Passport Copy, Medical Certificate, Covid-19-positive Laboratory Tests and original proof of any additional food and accommodation expenses incurred.
- (2) The Cardholder should have received medical assistance upon the authorization of the appropriate ASSIST CARD office.

#### **4.42.3 RATE DIFFERENCE OR PENALTY FOR DELAYED OR EARLY RETURN OF THE CARD HOLDER**

ASSIST CARD will be responsible for the payment of the corresponding penalty or difference in fare or the cost of a new return ticket for the Holder, in economy or economic class of the same means of transport contracted by the Holder, from the place where it is found up to his habitual residence, when the original ticket is roundtrip, reduced rate, with a fixed date or limited return date, and when date cannot be respected due to the positive diagnosis of the Holder's Covid-19 during his trip, which prevents the Holder from returning to their domicile or habitual residence or the continuation of the trip, on the scheduled date.

ASSIST CARD will take care of this benefit up to the maximum amount indicated for this concept in the Add On Voucher and as long as all the following conditions are met:

- (1) The Holder must comply with the provisions of Clause B.2 and deliver to ASSIST CARD Original itinerary, Photocopy of passport, Medical Certificate and Laboratory Analysis specified by Covid-19 Positive.
- (2) The Holder has been medically assisted with the authorization of the corresponding ASSIST CARD Central; and
- (3) The original return date is within the validity period of the ASSIST CARD Card.

#### **4.42.4 TRANSFER OF A FAMILY MEMBER**

In the event that the Holder traveling alone is hospitalized or the treating doctor prescribes the Holder's forced rest or isolation, both due to a positive Covid-19 diagnosis, and provided that said hospitalization or forced isolation is authorized by the ASSIST CARD Medical Department and is planned for a period of more than 10 (ten) days, ASSIST CARD will bear the cost of the transfer of a family member only once during the period of validity of the card, by purchasing an air ticket in economy or economy class, subject to availability, so that it can accompany the Owner during said period.



The origin of this benefit will be subject to the fulfillment of all the following conditions:

- (1) The Holder must comply with the provisions of Clause B.2 and deliver to ASSIST CARD the original Itinerary, Medical Certificate and Laboratory Analysis specified by Covid-19 Positive.
- (2) The Holder has been medically assisted with authorization from the corresponding ASSIST CARD Central.

#### **4.42.5 STAY OF A FAMILY MEMBER**

When ASSIST CARD has carried out the transfer of a family member of the Holder to accompany him while he is hospitalized or in rest or forced isolation, both due to a positive diagnosis of Covid-19 in the terms of section C.4.42.4, ASSIST CARD is will take over the expenses of the stay of the transferred family member whenever the Holder is alone, that is, without any company or personal or family relationship, during said period. You will find the expenses assumed by ASSIST CARD in your Add On Voucher with the following limits:

- (1) A daily limit, and
- (2) a total maximum.

The origin of this benefit will be subject to the fulfillment of all the following conditions:

- (1) The Holder must comply with what is indicated in Clause B.2 and deliver to ASSIST CARD Original itinerary, Photocopy of Passport, Medical Certificate, Laboratory Analysis specified by Covid-19 Positive and original proof of accommodation expenses incurred .
- (2) The Holder has been medically assisted with authorization from the corresponding ASSIST CARD Central.

#### **4.42.6 GLOBAL MAXIMUM AMOUNT IN CASE OF MULTIPLE EVENT**

In an event that involves more than one Holder and whatever the number of Holders involved in it, the maximum liability of ASSIST CARD will not exceed as a whole and for all Holders who are involved the amount indicated in their Voucher as maximum per multiple event, amount that will be distributed among all the Holders on a pro rata basis, keeping the maximum limit per corresponding Holder.

**NOTE:** The Holder may also access the preceding benefits when any of their travel companions has a positive diagnosis of Covid-19 that prevents the start or continuation of the trip. Companion is understood as the person (s) traveling with the Holder and sharing the same travel itinerary and also staying at the same hotel, traveling in the same cruise cabin or doing the same tour.

#### **4.42.7 REFUNDS**

In those cases in which a refund is appropriate, ASSIST CARD will reimburse the Holder the corresponding amount in local currency; in the case of having made the payments in any other currency, the payment will be made using the official seller type exchange of the day before the payment. Air tickets obtained by redeeming miles will not be refundable as well as the penalty as a result of the total or partial rescheduling of the trip. ASSIST CARD reserves the right to verify with the corresponding providers all the information received.

#### **4.43 SPECIAL SERVICES - COVID**

**Only for those who have purchased the AEROLINEAS ARGENTINAS - COVID product and it is expressly included in the Particular Conditions.**

In case the Card Holder has acquired the following benefits, if they are expressly included in the Particular Conditions and up to the maximum amounts indicated there for each of them.

The benefits will be provided in accordance with the General Conditions, the Particular Conditions and provided all the following requirements are met:

- (1) That the Card Holder has received a positive diagnosis of COVID-19 according to the PCR test during his trip; And
- (2) That the Card Holder has been medically assisted with the authorization of the corresponding ASSIST CARD Alarm Center.

#### **4.43.1 MEDICAL ASSISTANCE IN CASE OF ILLNESS DUE TO A POSITIVE DIAGNOSIS OF COVID-19**

The conditions established in Clause 4.1 of these General Conditions apply.



#### **4.43.2 MEDICATIONS IN CASE OF HOSPITALIZATION DUE TO A POSITIVE DIAGNOSIS OF COVID-19**

The conditions established in Clause 4.1.5 of these General Conditions apply.

#### **4.43.3 MEDICAL AND FUNERARY REPATRIATION DUE TO A POSITIVE DIAGNOSIS OF COVID-19**

The conditions established in Clause 4.4 of these General Conditions apply.

#### **4.43.4 REIMBURSEMENT OF ADDITIONAL ACCOMMODATION AND FOOD EXPENSES DUE TO FORCED REST OR ISOLATION DUE TO POSITIVE COVID-19 DIAGNOSIS**

The conditions established in Clause 4.42.2 of these General Conditions apply.

#### **4.43.5 TRANSFER OF A FAMILY MEMBER IN CASE OF A POSITIVE DIAGNOSIS OF COVID-19 OF THE CARD HOLDER**

The conditions established in Clause 4.42.4 of these General Conditions apply.

#### **4.43.6 STAY OF A FAMILY MEMBER IN CASE OF A POSITIVE DIAGNOSIS OF COVID-19 OF THE CARD HOLDER**

The conditions established in Clause 4.42.5 of these General Conditions apply.

### **5. GENERAL STIPULATIONS**

#### **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 this concept 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.

#### **5.2 TERRITORIAL VALIDITY**

**The territorial validity is indicated in the Special Conditions**

##### **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). Unless the Particular Conditions authorize them specifically, under no circumstances will the ASSIST CARD services be rendered neither within the country of habitual residence of the Card Holder, being understood by this one that country in which the Holder has remained more than 120 days, running or not, in the last anniversary year taking as reference the date in which he requests assistance. In the event that the Holder has habitual residence in more than one country, the provision of the ASSIST CARD assistance services will not be carried out in any of them.

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 habitual 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.

In the case of products with international and national territorial validity, the national services included will be specified exhaustively in the particular conditions and / or voucher, the rest of the services will only have international validity.

##### **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.

### **5.3 TEMPORARY VALIDITY**

The assistance services to be rendered by ASSIST CARD will be valid only and exclusively during the validity term stated on the Voucher. The validity term will commence at 00:00 on the date stated as valid from date, provided it is also the start date of the trip, and will last for the number of days stated and effectively paid for at the rate established by ASSIST CARD for the product purchased on the date of issuance thereof.

The temporary validity term of the ASSIST CARD services mentioned in the paragraph above will be in all cases additionally limited to:

(3) the maximum number of consecutive days per trip set forth in the ASSIST CARD Voucher, and

(4) the maximum number of days of stay for tourism purposes permitted by the migration authorities of the country of destination of the Card Holder, irrespective of how many countries the Card Holder is visiting during the validity term of the card.

In the event of automatic renewal pursuant to Section 5.7.1 of these General Conditions and/or commencement of the validity term of a new Card after expiration of an immediately preceding card, in both cases while the Card Holder is in the middle of a trip, (i) the Maximum Global Amount applicable to any and all assistance that may arise during such trip will be that established in the Voucher of the Card that is effective upon occurrence of the event that motivated the assistance, without the renewal or purchase of a new card entailing a restoration of the Maximum Global Amount available and, (ii) the renewal or purchase of a new Card will not entail the accumulation or extension of the maximum number of consecutive days per trip.

#### **5.3.1 ACQUISITION OF ASSIST CARD PRODUCT OUTSIDE THE COUNTRY OF RESIDENCE**

##### **A- EXTENSION OF THE ASSIST CARD SERVICE BY PROLONGATION OF THE TRIP**

The request for the issuance of a new ASSIST CARD card must be made before the end of the validity of the original card, and the period of validity of the new card must be immediately following that of the original card and the grace period will not apply.

The new ASSIST CARD Card issued in the conditions mentioned in this Clause cannot be used under any circumstances or under any circumstances to initiate or continue the treatment and / or assistance of medical problems that may have arisen during the validity of the original ASSIST CARD card and / or prior or before the validity of the new ASSIST CARD Card, regardless of whether the procedures or treatments in progress have been indicated by ASSIST CARD or by third parties.

The Holder may acquire one or more ASSIST CARD cards, as long as the accumulated validity of the same does not exceed the maximum of consecutive days per trip indicated in the voucher or 365 consecutive days of travel from the beginning of the trip.

In the event that the service extension request is after the end of the validity of the ASSIST CARD card, the period of validity of the new card must coincide with the date of acquisition and will have a grace period of 72 hours, during this period all medical assistance requested as a result of an accident or illness will not have any validity.

##### **B- PURCHASE OF ASSIST CARD SERVICE ON A JOURNEY**

In the event that the ASSIST CARD product is acquired during the trip and more than 24 hours after the Card Holder has left his / her country of habitual residence, the product's start period must coincide with the date of purchase and will have a grace period of 72 hours, during this period all assistance requested will not have any validity.



Regardless of the number of days contracted, once the 365 consecutive days of travel have been completed, no ASSIST CARD product will be valid.

When an ASSIST CARD product is acquired after the trip has begun and assistance is requested, ASSIST CARD will not assume any economic responsibility derived from it if the medical reports obtained establish that the symptoms in the case of medical assistance in particular or, in In general, that the event that gives rise to the assistance, were prior to the product issuance date, even when they have originated or manifested while traveling.

#### **C- ADD-ON PURCHASE DURING A TRIP [AND/OR WITH AN EFFECTIVE CARD]**

In case the Cardholder purchases any of ASSIST CARD Add-Ons available, either during the trip or once the ASSIST CARD card has become effective, the Add-On will be effective immediately upon the Cardholder's purchase.

In the event that the Add-On has been purchased as described above, ASSIST CARD will have no financial liability whatsoever in connection with any assistance service whose originating event preceded the purchase of the Add-On, even if the event originating the assistance in question may have arisen or become apparent during the trip.

Regardless of the number of days covered by the contract, after 365 consecutive days of travel no ASSIST CARD product and/or Add-On purchased will be valid.

#### **5.4 CONSECUTIVE DAYS PER JOURNEY**

**The consecutive days per journey is indicated in the Special Conditions.**

##### **5.4.1 Trips outside the Card Holders' country of habitual residence**

The departure and return dates to the country of usual and habitual 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.

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

#### **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.

#### **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.

#### **5.7 EXPIRATION DATE**

The expiration of the validity of the ASSIST CARD product will automatically imply the cessation of all the services detailed in these General Conditions.



Except for the ASSIST CARD products indicated in their Particular Conditions as Long Stay modality, the ASSIST CARD services will cease to be valid from the moment the Card Holder unexpectedly ends his trip, whatever the reason, and returns to his place of habitual residence or the country of issuance of the card. In no case will the Card Holder have the right to claim any reimbursement for the unused period of time of his ASSIST CARD card.

#### **5.7.1. AUTOMATIC RENEWAL.**

Regarding those ASSIST CARD products that so contemplate in their Particular Conditions, they will be automatically renewed for periods equal to the initial one. In this sense, ASSIST CARD will send an email to the Card Holder with the renewal notice of the purchased product 60 (sixty) days prior to the date on which the ASSIST CARD product should be renewed (the "Renewal Notice"), by Therefore, the Card Holder will have said term to express his/her intention to cancel the ASSIST CARD product, and the cancellation will take effect at the end of the current validity period. The Card Holder may cancel, free of charge and without additional charges, the ASSIST CARD Product through any of the means of contact available in the Card Holder's country of residence.

##### **5.7.1.1**

Payment for the new renewed period will be made through the means of payment selected by the Card Holder at the time of contracting the original ASSIST CARD product, unless the Card Holder notifies ASSIST CARD of his intention to modify said means of payment. If a payment for the contracted ASSIST CARD product is not successfully processed due to expiration, insufficient funds, or any other reason in relation to the selected payment method, ASSIST CARD reserves the right to suspend and/or cancel the ASSIST product. CARD of the Holder.

##### **5.7.1.2**

ASSIST CARD reserves the right to modify the General and/or Particular Conditions of the ASSIST CARD product, including the price. Any change in the General and/or Particular Conditions and/or price of the ASSIST CARD product will be duly informed in the Renewal Notice, so the Card Holder will have the term mentioned in paragraph 5.7.1 to express his/her intention to cancel the ASSIST CARD product, as established in section 5.7.1.

#### **5.7.2 ASSISTANCE IN PROGRESS**

In the case of those authorized medical assistance that are still in progress at the time of the end of the validity, and that prevent the Card Holder from returning to his country of origin, the validity of the ASSIST CARD product will be considered extended with prior authorization from the medical department of ASSIST CARD who will continue to provide service until the beneficiary is able to return to his place of residence or until the maximum global amount has been consumed. Only for the services and expenses that are related to the assistance in progress and not for those that are generated after the original expiration date.

#### **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.

#### **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.

#### **5.10 MEDICAL HISTORY REVEALING**

Whenever ASSIST CARD so requires, the Card Holder must grant the authorizations to reveal his/her medical records.

#### **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.

## **5.12 EXCLUDED EVENTS AND EXPENSES**

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

### **5.12.1 Chronic and/or pre-existing illnesses**

The studies and/or treatments related to chronic or pre-existing illnesses (according to the definition of Pre-existence provided by Clause C.2).

In the case of excluded illnesses according to this clause, ASSIST CARD will only assume expenses until the amount indicated in the voucher and Special Conditions respect "First medical assistance for pre-existing illnesses", when this clause is not specified, the amount will be USD 300, and whenever it occurs over an international journey.

ASSIST CARD will not charge medical examinations or hospitalizations seeking to evaluate the medical condition of pre-existing illnesses and / or to exclude their relationship with the condition that motivates the assistance.

It is expressly stated that the limitation referred to the preceding paragraph refers exclusively to the financial responsibility of ASSIST CARD and not to the emergency medical assistance.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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 only 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, all terrain vehicles, parasailing or paragliding, parachuting, gliders, sport aviation, diving, skydiving, mountaineering, surfing, windsurfing, potholing, 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.
- e) The assistances that may occur as a result of the practice of trekking, hiking and / or cycling after 3,000 mt. (meters above sea level) and off-road cycle and / or authorized paths.
- f) The assistances that may occur as a result of the practice of diving below 12 meters Deep.

#### **5.12.8 Air travel**

Air travel in planes not intended and/or authorized for public transportation.

#### **5.12.9 Births and pregnancies**

Births and pregnancies, unless there is a clear and unpredictable complication, in which case the provisions of Section C.4.22 of these General Conditions shall apply, and pregnancies after week 26 of gestation (at the time of requesting the assistance) shall be excluded, regardless of the nature of the cause that motivated the treatment

#### **5.12.10 Mental disease and/or related conditions**

Mental or psychological conditions, psychosis, neurosis and/or any mediate or immediate consequences thereof.

#### **5.12.11 Blood pressure:**

Blood pressure controls. Hypertension or any consequence thereof. Does not apply to products that include pre-existing ADD ON.

#### **5.12.12 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.

#### **5.12.13 Prostheses and related elements:**

Expenses of dental prostheses, hearing aids, eyeglasses, contact lenses and functional prostheses competition; as well as the expenses incurred by the breakage, wear or maintenance of prosthetics, orthotics, synthesis or mechanical aids that are necessary for the passage of time or for some reason not accidental.

#### **5.12.14 Treatements**

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

#### **5.12.15 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.

#### **5.12.16 Professional Risks**

Accidents or illnesses derived from the exercise of a high risk activity that the Holder was performing, including but not limited to: work on works, scaffolding, heights, wells, use of machinery, cutting instruments, handling or handling of goods or heavy objects or dangerous, toxic, corrosive, explosive or flammable products, work in armed forces or security, agricultural activities & transporters. In all cases, the services described in these General Conditions of the ASSIST CARD Services will be complementary to those that must be provided by insurance and assistance entities according to the industrial safety and occupational hazard regulations applicable in the country where the illness or accident object of the service.

#### **5.12.17 Un-authorized Expenses**

Hotel, restaurants, taxis and communications expenses that have not expressly been authorized by an ASSIST CARD Alarm Center.

#### **5.12.18 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.

#### **5.12.19 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 B.1. "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.

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

#### **The limitation due to age when apply is indicated in the Special Conditions**

Some ASSIST CARD products have limitations due to age for sale. The validity of the product is subject that at the purchase time the Holder is within the age limits for each product.

### **5.14 EXTENSION OF THE ASSIST CARD SERVICES DUE TO TRIP PROLONGATION**

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

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.

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.

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



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.

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.

#### 5.15 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.

### 6 SUBROGATION AND CESSION OF RIGHTS

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.

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.

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.

### 7 EXCEPTIONAL AND FORTUIT OR MAJOR FORCE 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, unusual air traffic. as well as problems and/or delays resulting from the termination, interruption or suspension of communication services.

Likewise, in case of existence of epidemic and / or pandemic diseases, the following benefits will be automatically excluded, and therefore ASSIST CARD will not have any responsibility for their provision:

- 4. GUARANTEE OF CANCELLATION AND INTERRUPTION OF TRAVEL BY MAJOR FORCE
- 4.6 TRANSFER OF A FAMILY MEMBER
- 4.9 HOTEL EXPENSES FOR FORCED REST DUE TO ILLNESS, ACCIDENT OR HOSPITALIZATION



4.10 REIMBURSEMENT OF EXPENSES FOR DELAYED OR CANCELLED FLIGHT

5. CANCELLATION GUARANTEE "ANY REASON" AND TRAVEL INTERRUPTION BY MAJOR FORCE

D.5 TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION BY FORCE MAJOR

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

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.

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.

## **9 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.

When there are third-party natural or legal persons with liability for the consequences of events giving rise to obligations for ASSIST CARD under these General Conditions, ASSIST CARD will only be secondarily liable with respect to such persons.

## **10 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.

## **11 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.

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

Only for products expressly included in the Particular Conditions.

#### **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.



## **1.2 INSURED RISKS**

Accidental damage or breakage caused to the baggage due to the negligent and/or negligent actions of the airline/shipping company during its transfer, provided that the following requirements are met: (i) that the corresponding baggage is used by the Card Holder during his/her trip and in force of the ASSIST CARD Card, (ii) that none of the exclusions defined in Clause 1.6. are verified, (iii) that the damage and/or breakage of the luggage is generated during its international transportation by airline plane regular, (iv) that the damage or breakage generates the deterioration that results in the impossibility of using the baggage in future opportunities, excluding from the coverage the aesthetic damage suffered by it, and (v) that the baggage has been dispatched in the hold of said aircraft.

### **1.2.1 DELAY IN THE DELIVERY OF LUGGAGE**

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

### **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.

## **1.3 INDEMNITY**

### **1.3.1 Indemnity due to the delay in the delivery of the luggage**

ASSIST CARD will reimburse the Card Holder, for the delay in the delivery of the luggage by the airline.

**(1)** If baggage is not delivered within the initial 8 (eight) hours following report to the airline, the Card Holder will receive an indemnity according to the amount specified in the voucher. Such indemnity will be applicable again for each additional 8 (eight)-hour period, up to the maximum amount specified in the relevant voucher for that case.

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

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

ASSIST CARD will indemnify the Card Holder per dispatched kilogram, detailed in the bag tag, per whole piece of luggage lost and up to the maximum amount established within his/her voucher. In case the baggage weight cannot be determined, this will be calculated based on the sum indemnified by the airline over the compensation amount per kilogram used by the airline.

### **1.3.3 General dispositions for the indemnity**

Verify within your voucher the value per dispatched kilogram applicable to the ASSIST CARD product you purchased. The Card Holder is entitled to collect up to the Maximum Global Amount established in the voucher 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.

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

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 supplementary compensation, the amount thereof will be the difference between the airline's payment and the sum determined under item D.1.3.2 above, up to the maximum amount specified in the relevant voucher for this case. No compensation will be applicable if the airline's indemnification equals or exceeds the maximum amount specified in the relevant voucher for this case.

The delayed or lost luggage must be processed at any ASSIST CARD Alarm Center by the Card Holder. If the Card Holder is in a location where ASSIST CARD does not have an office, he/she must contact ASSIST CARD and follow the instructions to apply for the indemnity that will always be subject to submission and verification of documentation at any ASSIST CARD offices.

The compensation in case of delay in the delivery 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.



Amount declared: Under no circumstances shall the indemnity 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.

#### 1.4 REQUIRED DOCUMENTATION

- (1) P.I.R. (Property Irregularity Report) form,
- (2) Passport, including entry and exit stamps
- (3) Proof of delivery of luggage with date and time issued by the airline or the third party it designates for delivery.
- (4) Document issued by the airline that indicates loss or cessation of search (for compensation for total loss), which determines the compensation that the airline will make to the passenger.

#### 1.5 OTHER CONDITIONS

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

When two or more individuals share the same lost piece of luggage, the above-mentioned indemnities will be prorated.

All the 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.

#### 1.6 REQUIREMENTS TO OBTAIN THE COMPENSATIONS AND/OR INDEMNITIES

- 1- The piece of luggage must have been lost during its transportation on an international flight (outside the country of residence) on a regular airline.
- 2- The piece of luggage must have been duly checked in the Card Holder's name into the aircrafts' luggage compartment.
- 3- 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.
- 4- 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.
- 5- 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.
- 6- The Card Holder must have informed ASSIST CARD of the missing piece of luggage within the 24 hours following the event.
- 7- 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.
- 8- 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 Once this period has expired no claim for any compensation or indemnification by the Card Holder will be valid.

## 2. PERSONAL ACCIDENT COVERAGE (ACCIDENTAL DEATH)

**Only for products that expressly include this service in the Particular Conditions**

### 2.1 INSURED PERSONS

The holder of an ASSIST CARD Card is automatically insured at no additional cost when the Voucher of the relevant ASSIST CARD product purchased establishes this coverage

### 2.2 INSURED RISKS



### **2.2.1 Death in public transportation**

Death only due to an accident while the Card Holder is traveling as a passenger in any means of public transport (land, air or sea), or while traveling on a taxi or limousine, provided that this is regulated by a government agency and that the Card Holder is not a crew member, pilot or driver of the means of transport.

### **2.2.2 24-Hour Accidental Death Coverage**

Death only as a result of an accident, including death in public transport as defined in paragraph D.2.2.1 above, provided that the Card Holder is not over 74 at the time of the accident.

NB: Whenever an ASSIST CARD Card includes two compensation alternatives, according to the circumstances that have caused the Accidental Death, only one of them will be compensable.

It is then understood and agreed that the 24-Hour Accidental Death Coverage excludes Accidental Death in Public Transport.

## **2.3 COVERAGE TERRITORIAL VALIDITY**

### **2.3.1 International**

This coverage will not be valid in the Card Holder's country of habitual residence, in the country of issuance of ASSIST CARD Card, or in the country where the Card Holder was when the ASSIST CARD Card was purchased.

### **2.3.2 National**

This coverage will be valid within the territorial limits of the country where the ASSIST CARD Card was issued.

## **2.4 INSURED AMOUNTS ACCORDING TO THE BENEFICIARY'S AGE**

### **2.4.1 Death in Public Transport:**

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

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

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

### **2.4.2 24-Hour Accidental Death Coverage:**

Card Holders aged 18 or younger: They will be covered for the amount specified in paragraph D.2.2.2. of their voucher or up to USD 20,000 (twenty thousand US dollars), whichever is lower.

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

## **2.5 MAXIMUM TOTAL LIABILITY IN CASE OF ACCIDENT OF MORE THAN ONE CARD HOLDER:**

The insured amount is per Card Holder. Nevertheless, in the event of accident of more than one Card Holder, the maximum liability for all Card Holders affected shall not exceed the amount indicated in your Voucher as maximum global amount for the same loss. In case the aggregate compensation to be paid exceeds the above-mentioned amounts, each individual compensation will be paid pro rata the maximum liability defined in the Voucher.

## **2.6 "PERSONAL ACCIDENT COVERAGE" ADD ON**



When the Card Holder has chosen and purchased the **"ACCIDENTAL DEATH IN PUBLIC TRANSPORT"** add-on, it shall replace the Accidental Death in Public Transport coverage included in the assistance service provided to the Card Holder by ASSIST CARD. If your ASSIST CARD service does not include this coverage, this add-on will allow adding this benefit to the Particular Conditions thereof.

When the Card Holder has chosen and purchased the **"24-HOUR ACCIDENTAL DEATH COVERAGE"** add-on, it shall replace the 24-Hour Accidental Death coverage included in the assistance service provided to the Card Holder by ASSIST CARD. If your ASSIST CARD service does not include this coverage, this add-on will allow adding this benefit to the Particular Conditions thereof.

The add-ons mentioned in this paragraph D.2.5 are commercialized by an Insurance Broker and are applicable exclusively to products of international validity.

## 2.7 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 Card is issued.

NB: When the purchase of an ASSIST CARD product is subject to age-related limitations, such age shall automatically apply as a limitation on the validity of this personal accident coverage.

## 2.8 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 shall be given before beginning the trip, by sufficient means at the ASSIST CARD office in the country where the Card was issued.

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

**Only for products expressly included in the Particular Conditions.**

### 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.

### 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.

### 3.3 INSURED SUM

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.

### **3.4 ADDITIONAL SERVICE (ADD ON) "PERSONAL ACCIDENT COVERAGE (TOTAL AND PERMANENT DISABILITY)"**

Once the CARD Holder has chosen and purchased the **"TOTAL AND PERMANENT DISABILITY"** additional service (Add on), 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 Add on allows adding this benefit to its Particular Conditions.

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

### **3.5 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.

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.

**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.

### **3.6 ADDITIONAL SPECIFICATIONS**

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.

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

### **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 B.2 "Obligations of the Card Holder" of the General Conditions of the ASSIST CARD services.

## **4. GUARANTY IN CASE OF TRIP CANCELLATION OR INTERRUPTION BY MAJOR FORCE**

**Only for products expressly included in the Particular Conditions.**

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

### **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.

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

The unrecoverable loss of deposits and/or expenses pre-paid for the services that are part of 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:

- (1) Death, accident or severe illness of the Insured person, that may be characterized as an emergency (non pre-existing at the moment when the medical certificate is issued and whether known or unknown by the Card Holder) 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.

- (2) Death or Hospitalization for more than 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.
- (3) 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.

**NOTE:** The coverage described above under items (2) and (3) 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 and legal notification, the aforementioned have to cancel their trip as well.

The services associated with the trip that have been contracted prior to the issuance of the ASSIST CARD voucher will not be considered for reimbursement.

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

- (1) The CARD Holder has paid for the ASSIST 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 1) the Card Holder has acquired and paid the ASSIST 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, 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. ASSIST CARD shall verify with its medical team the fact claimed.

#### **4.3 COVERAGE VALIDITY**

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

#### **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:

- (1) Air services,
- (2) Ground services or
- (3) Maritime services respectively.

#### **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.

#### **4.6 EXCLUSIONS**

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

- (1) Chronic or pre-existing illnesses suffered from prior to the date of the issuance of the certificate, by the cause of the event (be it the Insured person or his/her spouse, parent(s), children or sibling(s)) as well its acute episodes, consequences or sequels.
- (2) 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.

- (3) Participation in illegal or criminal activity.
- (4) Self-inflicted injuries.
- (5) Alcoholism.
- (6) Drug use, drug addiction or use of medications not prescribed by a physician.
- (7) Pregnancy (unless it was verified after the trip was reserved).
- (8) Any type of mental illness.
- (9) No compensation will apply for persons of 75 years or older at the date of contracting the journey.
- (10) When the voucher was purchased and/or issued in the country of destination
- (11) Any service contracted prior to the issuance of the ASSIST CARD voucher.

#### **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.

#### **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, with the legal requirements of validity of the contracted trip.
- (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) Certificate of the lending companies (Airline, Cruise Line, hotel and / or Wholesaler Operator) indicating the penalty applied and the amount of the refund (if apply) or whether there was not any refund of that provider.
- (6) In case of an accident or an illness, the complete medical documents. Whether it is an accident, a police report must be accompanied.
- (7) In case of demise, a legal copy of the corresponding death certificate shall be submitted.
- (8) Proof of the family relationship.
- (9) 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.
- (10) ASSIST CARD requires a copy of the arrival visa of the country of destination.
- (11) The lack of fulfilment of any of the requirements stipulated shall not be indemnified under that coverage.

#### **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.

ASSIST CARD reserves the right to check with the provider all the information received.

#### **5. TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION BY FORCE MAJOR**

**Only for products expressly included in the Particular Conditions.**



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

## **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, as long as it complies with the reason detailed in Clause D.5.2

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

### **5.2.1 Any Reason cancellation trip**

The irreparable loss of deposits or expenses paid previous for the services that are part of 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:

- (1) 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.
- (2) In addition to meeting the requirements in (1) 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.
- (3) And that the validity of said card is for the duration of the trip or more.
- (4) The Card Holder reports ASSIST CARD formally, immediately and within 24 hours the occurrence of the event which originates the cancelation of the trip. ASSIST CARD shall be able to verify the event claimed with his medical team

### **5.2.2 Trip interruption by force major**

Irredeemable loss of deposits or expenses paid in advance for the trip that have not been used because of interruption, under the general conditions of the agreement entered into by the Card Holder and the Travel Agency and/or Tour Operator, when such interruption causes the Card Holder's early return to their country of residence and provided that it is necessary and unavoidable as a result of:

- (1) The Card Holder's death, accident or serious illness, of an urgent nature (not pre-existing at the time of the certificate issuance and whether known or unknown by the Card Holder) 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.
- (2) 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.
- (3) When the Card Holder receives attentive notification to appear in court, having received such notification after contracting the service.

NOTE: The coverage under the assumptions described in points (2) and (3) 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 and court notification, the above mentioned must also cancel their trip.

The services associated with the trip that have been contracted prior to the issuance of the ASSIST CARD voucher will not be considered for reimbursement.

## **5.3 VALIDITY OF THE GUARANTY**

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

## **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.



- (1) The Card Holder's death, accident or serious illness, of an urgent nature (not pre-existing at the time of the certificate issuance and whether known or unknown by the Card Holder) 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.
- (2) 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.
- (3) When the Card Holder receives attentive notification to appear in court, having received such notification after contracting the service.

NOTE: The coverage under the assumptions described in points (2) and (3) 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 and court notification, 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 1), 2), 3) and 4) 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. In case that the irrecoverable losses exceed the limit of coverage, the deductible will be applied on this last.**

#### 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.

#### 5.6 ADDITIONAL SERVICE (ADD ON) "TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION BY FORCE MAJOR"

Once the CARD Holder has chosen and purchased the "TRIP CANCELLATION GUARANTY FOR ANY REASON OR TRIP INTERRUPTION BY FORCE MAJOR" additional service (Add on), 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 Add on allows adding this benefit to its Particular Conditions.

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

#### 5.7 EXCLUSIONS

##### 5.7.1 Any Reason Cancellation trip:

- (1) Events not claimed within 24 hours of the event occurrence motivating the cancellation.
- (2) Participation in criminal enterprise
- (3) Wounds inflicted by the Card Holder himself.
- (4) Alcoholism.
- (5) Use of drugs, drug addiction or utilization of medicines without medical prescription.
- (6) No indemnification will be granted to elders who are 75 years of age or more at the time of contracting the trip.
- (7) When the cancellation is due to a cancelled charter flight
- (8) When the voucher has been purchased and / or issued in the country of destination.
- (9) All services contracted prior to the issuance of the ASSIST CARD voucher.

##### 5.7.2 Trip interruption

No indemnification will be granted under this coverage when the interruption is due to:

- (1) Chronic or pre-existing illnesses prior to the date of the certificate issuance, whether known or unknown by the Card Holder, (Card Holder, or his spouse, parent(s), sibling(s), or children – as well as its worsening, consequences and sequels
- (2) 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.

- (3) Participation in criminal enterprise.
- (4) Wounds inflicted by the Card Holder himself.
- (5) Alcoholism.
- (6) Use of drugs, drug addiction or utilization of medicines without medical prescription.
- (7) Pregnancy (except if it is confirmed after the trip was contracted).
- (8) Any type of mental illness.
- (9) No indemnification will be granted to elders who are 75 years of age or more at the time of contracting the trip.
- (10) All services contracted prior to the issuance of the ASSIST CARD voucher.

## **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.

## **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 a letter stating the reasons that give rise to the cancellation, and must attach the following:

- (1) Round trip tickets and a certificate of total cancellation of such;
- (2) Round trip tickets and proof of total cancellation of its.
- (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) Certificate of the lending companies (Airline, Cruise Line, hotel and / or Wholesaler Operator) indicating the penalty applied and the amount of the refund (if apply) or whether there was not any refund of that provider.
- (6) In case of an accident or an illness, the complete medical documents. In case of an accident, a corresponding police claim shall be attached;
- (7) In case of demise, a legal copy of the corresponding death certificate shall be submitted;
- (8) Proof of the family relationship;
- (9) 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;
- (10) ASSIST CARD requires a copy of the arrival visa of the country of destination.

## **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. ASSIST CARD reserves the right to check with the appropriate providers all information received.

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.

## **6. PROTECTED PURCHASE INSURANCE**

**Only for products expressly included in the Particular Conditions.**

### **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.



## 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.

## 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

## 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.

## 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.**

## 6.6 INDEMNIFICATION

The Insurance company retains the right to pay for the replacement of the Good Insured or give a monetary indemnification for its loss until the amount of the coverage.

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

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.

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.

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.

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.

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.

## 6.7 NECESSARY DOCUMENTATION

**6.7.1 In case of theft:** Original Police Claim. Credit Card statement, original purchasing invoice, Passport with entry and exit stamps, ASSIST CARD voucher including the coverage and boarding pass. 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.

**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 where he/she purchased the good 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.

## 6.8 ADDITIONAL SERVICE (ADD ONS) “PROTECTED PURCHASE INSURANCE”

Once the CARD Holder has chosen and purchased the “PROTECTED PURCHASE INSURANCE” additional service (Add on), 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 Add on allows adding this benefit to its Particular Conditions.

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

## 6.9 EXCLUSIONS

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

- (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. Normal use or natural deterioration.
- (2) Radioactive contamination.
- (3) Damages caused by defects of the Insured Good.
- (4) Floods and earthquakes.
- (5) They will not be considered Goods Insured in any case:
- (6) Money in cash or any other form, traveller’s cheques, bills and tickets.
- (7) Animals and natural plants.
- (8) 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
- (9) Those despatched to be transported by air, even those transported by International flights.
- (10) Neither will be subject for indemnification under the present conditions guaranty the claims formulated as a consequence of:
- (11) Direct damages caused to the Goods Insured by serious cause or fraud by the Card Holder.
- (12) Direct material damages illegally caused to the Goods purchased.
- (13) Theft, (without force in things and violence in people), loss and/or missing of the goods.

Other exclusions.

- (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.
- (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.
- (3) No defaults of the product caused by faulty manufacturing or generating manufacturer’s or vendor’s responsibility are included in this coverage.

## 7 HANDBAG INSURANCE

**Only for products that expressly include this service in the Particular Conditions**

### 7.1 INSURED PERSONS

The Card Holder is insured when the Voucher of the relevant ASSIST CARD product purchased establishes this coverage.

### 7.2 INSURED RISK

Robbery of the Insured Property (as defined below) while the Card Holder is on a trip, provided (i) the robbery is committed during the validity term of the ASSIST CARD Card, (ii) the Insured Property is carried by the Card Holder and it is under their custody at the time of the robbery, and (iii) is not listed in the exclusions established by Section 7.8 hereof.





### 7.3 INSURED PROPERTY

Insured Property shall mean the Card Holder's wallet, purse, bag, backpack and/or any other container for keeping personal belongings (together with their contents), excluding uninsured property under Section 7.9.

### 7.4 COVERAGE TERRITORIAL VALIDITY

This coverage will not be valid in the Card Holder's country of habitual residence or in the country of issuance of ASSIST CARD Card.

### 7.5 INSURED AMOUNT

The compensation to be paid by the Insurance Company shall be calculated based on the contents and value of the Insured Property specified in the report made to the competent law enforcement agencies and up to the maximum amount stated in your ASSIST CARD Voucher.

### 7.6 COMPENSATION

The Insurance Company reserves the right to pay for the replacement of the Insured Property or a monetary compensation for its loss up to the maximum amount stated in your coverage.

This coverage shall only and exclusively apply when there is no other insurance that covers or may cover the Insured Property, purchased by the Card Holder themselves as policyholder or by any other policyholder for the benefit of the Card Holder, or such insurance is insufficient.

The Card Holder shall report to ASSIST CARD, as soon as possible but, in any case, within a maximum term of 24 (twenty-four) hours, under warning of forfeiture, the existence or possible existence of a loss, informing of the precise circumstances surrounding the robbery. Any compensation and/or indemnification amounts described herein shall be paid in the local currency of the country of issuance of the ASSIST CARD Card. The applicable exchange rate shall be the exchange rate prevailing on the date of transfer.

### 7.7 REQUIRED DOCUMENTATION:

- (1) Full itinerary.
- (2) Passports bearing entry and departure stamps.
- (3) Original report filed with the competent law enforcement agency, specifying the contents of the Insured Property.
- (4) Description of the Insured Property, specifying contents and estimated values.

### 7.8 EXCLUSIONS

Robbery committed as a consequence of the following shall not be indemnifiable by the Insurance Company:

- (1) War, whether declared or not, invasion, rebellion or insurrection, any type of hostility, confiscation or capture by public authorities or governments, whether legitimate or not, smuggling and illegal acts.
- (2) Floods, earthquakes, weather-related problems, tremors, storms and/or any other natural catastrophe.
- (3) Theft (without use of force or violence) and/or loss of the Insured Property.
- (4) When the Personal Belonging are not under the Card Holder's custody or are inside a vehicle and/or lodging facilities and the insured occupant is not inside.
- (5) Any type of fraudulent activity by the Card Holder.
- (6) Acts abetted or committed by or with the complicity of any relative or close friend of the Card Holder.

### 7.9 UNINSURED PROPERTY

In no event shall the following be considered Insured Property:

- (1) Money, in cash or in any other form, traveler's checks, bills and tickets.
- (2) Jewelry, gemstones, watches and the like.
- (3) The Card Holder's carry-on and/or hand baggage, as per the criteria adopted by the airlines.

## 8 INSURANCE FOR PORTABLE MOBILE DEVICES THEFT



**Only for products expressly included in the Particular Conditions.**

#### **INSURED RISK**

Theft occurred during the validity period of the ASSIST CARD voucher, from the time the cardholder crosses the Department of Immigration and crosses the Department of Immigration once again, upon the return of the cardholder to the country of residence.

#### **GOODS INSURED**

Notebook/ Netbook/ Laptop/ Tablet/ Ibook/ Smarthphones (except those listed in detail under ítem D.9.8 UNINSURED GOODS).

#### **GENERAL PROVISIONS**

Will be applicable to this theft insurance of Notebook/ Netbook/ Laptop/ Tablet/ Ibook/ Smarthphones the clauses: D.9.1 PERSON INSURED; D.9.4 AMOUNT INSURED; D.9.5 COMPENSATION; D.9.6 DOCUMENTATION REQUIRED; D.9.7 INSURED RISK and D.9.8 GOODS NOT INSURED (except for Notebook/ Netbook/ Laptop/ Tablet/ Ibooks/ Smartphones)

### **9 INSURANCE FOR NOTEBOOK/LAPTOP THEFT**

**Only for products expressly included in the Particular Conditions.**

#### **9.4 PERSON INSURED**

The named policyholder on an ASSIST CARD is automatically insured at no additional cost, when the relevant Conditions to the ASSIST CARD product acquired, indicate coverage.

#### **9.5 INSURED RISK**

Theft occurred during the validity period of the ASSIST CARD voucher, from the time the cardholder crosses the Department of Immigration and crosses the Department of Immigration once again, upon the return of the cardholder to the country of residence.

#### **9.6 GOODS INSURED**

Laptop or Notebook (except those listed in detail under ítem D.9.11 UNINSURED GOODS)

#### **9.7 AMOUNT INSURED**

The compensation from the insurance Company is calculated on the cost of replacing the insured good up to the máximo reimbursement amount indicated on the ASSIST CARD conditions.

IMPORTANT: The appropriate compensation due will be deducted a surcharge for the event of 20% (twenty percent) to the cardholder.

#### **9.8 COMPENSATION**

The insurance company reserves the right to monetarily compensate the loss of the good insured.

This coverage will act solely and exclusively on defect or failure of any other insurance company that may exist over the insured good, contracted by the named insured for himself or for another beneficiary of the policyholder.

The policyholder needs to advise ASSIST CARD immediately - within 24 hours (twenty-four hours), under penalty of forfeiture of the guarantee or the existence of a possible claim, communicating the exact circumstances in which the robbery occurred.

All compensations and/or indemnities described will be paid in the local currency of the country issuing payment. The Exchange rate applied will be the same effective date as the issuance date of the ASSIST CARD voucher for the policyholder.

#### **9.9 DOCUMENTATION REQUIRED**

- 1) Declaration of insured good to Customs Department.
- 2) Original Police Report generated at the time the incident occurred.
- 3) Passport
- 4) Boarding pass or complete itinerary.
- 5) ASSIST CARD Voucher with proof of coverage.

#### **9.10 INSURED RISK**



You will not be compensated by the insurance Company if theft occurred as a result of:

- (1) Illegal acts, fraud or abuse with respect to the insured property.
- (2) The commercial use of the portable electronic equipment (for display or for sale).
- (3) When the offense was committed or instigated by or with accomplices or with any member of the insured's, family or significant others.
- (4) Negligence or loss.
- (5) Stolen Notebook from the hotel where the insured is lodging.
- (6) Earthquake, meteorite, tsunami, volcanic eruption, tornado, storm, hurricane or cyclone, hail or flood.
- (7) Nuclear transmutations.
- (8) Acts of civil or international war, rebellion, sedition or mutiny, popular riot or protest, civil commotion, vandalism, guerrilla or terrorism, strike or lock-down.
- (9) Abduction, confiscation, seizure or forfeiture of other decisions, legitimate or not of authority from whom it is bestowed.
- (10) Malice or gross negligence of the insured.
- (11) OFAC: The coverage provided by this policy shall be null and void if it violates any economic or trade sanction from the United States, including, not limited to, sanctions to the Office of Foreign Assets Control ("OFAC") for the Department of U.S. Treasury to administer and monitor compliance.
- (12) The insurance coverage provided by the coverage letter, certificate of insurance or other proof that violates economic or trade sanctions from the U.S., as defined above, shall be null and void. Similarly, all claims arising from a policy, coverage letter certificate of insurance and/or other evidence of insurance issued to any party, entity, or beneficiary, that violates the economic or trade sanctions of the U.S. will be rejected in accordance with the requirements of such sanction.
- (13) This exclusion applies pari passu to coverage directly affected by sanctions issued by any other country.

#### **9.11 GOODS NOT INSURED**

These will not be considered as insured goods, under any circumstance:

- (1) Electronic equipment used for reasons pertaining to health, including and not limited to hearing aids and pacemakers.
- (2) Goods purchased for business purposes, including inputs or tools for trade or professional use.
- (3) Smartphones, iPads, PDA's (personal digital assistant), or tablets of any type.
- (4) Portable electrical equipment purchased while abroad.
- (5) Accessories for the insured Notebook/LapTop, such as hands-free kits, chargers, batteries, covers, additional cards and all other secondary accessories.
- (6) Those checked-in with luggage for transport –not traveling alongside the cardholder, even when these are checked-in on international flights.

## **10 DAMAGED BAGGAGE**

**Only for products that expressly include this service in the Particular Conditions**

### **10.1 INSURED PERSONS**

The Card Holder is insured when the Voucher of the relevant ASSIST CARD product purchased establishes this coverage

### **10.2 INSURED RISK**

Accidental damage to baggage caused by the airline/shipping company's negligent acts during transportation, provided the following requirements are met: (i) baggage is used by the Card Holder during their trip and during the validity term of the ASSIST CARD Card; (ii) none of the exclusions defined in Section 10.8 applies; (iii) baggage is damaged during international transportation on a regular airline plane; (iv) that the damage or breakage generates the deterioration that results in the impossibility of using the luggage in future opportunities, excluding from the coverage the aesthetic damages suffered by the same, and (v) baggage must have been checked for transportation in the plane hold.

### **10.3 INSURED PROPERTY**

Insured Property refers to the Card Holder's baggage, i.e., any case, bag and/or suitcase used by the Card Holder during the trip to carry their personal belongings for use or consumption.



#### **10.4 INSURED AMOUNT**

The compensation to be paid by the Insurance Company shall be calculated based on the cost of replacement or repair of the baggage and up to the maximum amount stated in your ASSIST CARD voucher

NB: in case of replacement, the value of the new baggage may not exceed the current value of the damaged baggage.

#### **10.5 COVERAGE TERRITORIAL VALIDITY**

Coverage shall only be valid for international trips, i.e., it shall have no effects in the Card Holder's country of habitual residence, or in the country of issuance of the ASSIST CARD Card.

#### **10.6 COMPENSATION**

The Insurance company reserves the right to pay for the repair or replacement of baggage up to the maximum amount stated in your ASSIST CARD Voucher.

This coverage shall only and exclusively apply when there is no other insurance that covers or may cover the insured baggage, purchased by the Card Holder themselves as policyholder or by any other policyholder for the benefit of the Card Holder, or such insurance is insufficient.

The Card Holder shall report to ASSIST CARD, as soon as possible but, in any case, within a maximum term of 24 (twenty-four) hours, under warning of forfeiture, the existence or possible existence of a loss, informing of the precise circumstances surrounding the damage.

Any compensation and/or indemnification amounts described herein shall be paid in the local currency of the country of issuance of the ASSIST CARD Card. The applicable exchange rate shall be the exchange rate prevailing on the date of transfer

#### **10.7 REQUIRED DOCUMENTATION:**

- (1) Passports bearing entry and departure stamps.
- (2) Full itinerary.
- (3) Claim made to the airline / P.I.R. (Property Irregularity Report) form
- (4) Checked baggage tags.
- (5) Repair estimate.
- (6) Pictures of the damaged baggage.
- (7) In case any replacement baggage was purchased, its invoice.

#### **10.8 EXCLUSIONS**

Compensation for damaged baggage by the Insurance Company is not available for the following events:

- (1) War, whether declared or not, invasion, rebellion or insurrection, any type of hostility, confiscation or capture by public authorities or governments, whether legitimate or not, smuggling and illegal acts.
- (2) Normal wear and tear.
- (3) Radioactive contamination.
- (4) Damage caused by baggage defects derived from poor workmanship or covered under manufacturer's and/or seller's warranty.
- (5) Floods, earthquakes, weather-related problems, tremors, storms and/or any other natural catastrophe.
- (6) Claims made for: (i) baggage damage caused by the Card Holder's fault, negligence or fraudulent acts; (ii) damage to baggage acquired unlawfully; and (iii) theft, robbery and/or loss of baggage.
- (7) Liquids, creams and/or any other material packed inside the baggage causing damage to it.

#### **10.9 UNINSURED PROPERTY**

In no event shall the following be considered Insured Property:



- (1) Baggage contents, including, without limitation, money, in cash or in any other form, traveler's checks, bills and tickets.
- (2) Animals and/or live plants.
- (3) Bags, briefcases, strollers/baby walkers, folding strollers or infant car seats and/or any container other than a traveler's traditional piece of baggage (case and/or suitcase).

## **12. DEATH DUE TO NATURAL CAUSES OR NON-PREEXISTING ILLNES INSURANCE**

**Only for products that expressly include this service in the Particular Conditions**

### **12.1 INSURED PERSONS**

The Card Holder is insured when the Voucher of the relevant ASSIST CARD product purchased establishes this coverage.

### **12.2 INSURED RISK**

The insured risk refers to the death of the Card Holder during their trip, provided such death takes place during the validity term of the ASSIST CARD Card and obeys causes not attributable to the Card Holder that are not listed as an exception under Section 12.7. In this connection, the insured risk includes death of the Card Holder caused by SARS-CoV-2 in any of its variants.

### **12.3 COVERAGE TERRITORIAL VALIDITY**

#### **12.3.1 International**

This coverage will not be valid in the Card Holder's country of habitual residence, in the country of issuance of ASSIST CARD Card, or in the country where the Card Holder was when the ASSIST CARD Card was purchased.

#### **12.3.2 National**

This coverage will be valid within the territorial limits of the country where the ASSIST CARD Card was issued.

### **12.4 INSURED AMOUNTS**

The Card Holder shall be insured in the amounts stated in the relevant paragraphs of the particular conditions of the Voucher.

### **12.5 MAXIMUM TOTAL LIABILITY IN CASE OF DEATH OF MORE THAN ONE CARD HOLDER:**

The aforementioned insured amount is per Card Holder. Nevertheless, in the event of death of more than one Card Holder, the maximum liability for all Card Holders affected shall not exceed the amount indicated in your Voucher as maximum global amount for the same loss. In case the aggregate compensation to be paid exceeds the above-mentioned amounts, each individual compensation will be paid pro rata the maximum liability defined in the Voucher.

### **12.6 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 Card is issued.

Moreover, death of the Card Holder by any of the causes mentioned in paragraphs 5.12.1, 5.12.2, 5.12.3, 5.12.4, 5.12.5, 5.12.7, 5.12.8, 5.12.10, 5.12.11, 5.12.16 and 5.12.19 of these General Conditions is excluded from coverage as insured risk.

### **12.7 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 shall be given before beginning the trip, by sufficient means at the ASSIST CARD office in the country where the Card was issued.

## 12.8 "LIFE" ADD-ON

When the Card Holder has chosen and purchased the "LIFE" Add-on, it shall replace the Personal Accident Coverage (Accidental Death in Public Transport, 24-hour Accidental Death and total and permanent disability) included in the assistance service provided to the Card Holder by ASSIST CARD. If your ASSIST CARD service does not include this coverage, this add-on will allow adding this benefit to the Particular Conditions thereof.

NB: When the purchase of an ASSIST CARD product is subject to age-related limitations, such age shall automatically apply as an exclusion in this death coverage for any cause.

## 17. GUARANTY IN CASE OF TRIP CANCELLATION OR INTERRUPTION

**Only applicable to products that expressly include this service in their Particular Conditions.**

THIS GUARANTEE IS VALID EXCLUSIVELY FOR INTERNATIONAL TRAVEL

### 17.1. PERSON INSURED

The Holder of an ASSIST CARD card is automatically insured and at no additional cost, when the Voucher corresponding to the ASSIST CARD product purchased indicates this coverage as long as the reasons detailed in Clause D.17.2 are met.

### 17.2. RISK INSURED - CONDITIONS TO ACCESS THE WARRANTY

ASSIST CARD will take charge, up to the maximum amount indicated for this concept on the Card, of the irrecoverable loss of deposits or expenses paid in advance for the services listed in Clause D.17.2 that are part of the trip in accordance with the general conditions of the contract signed by the Holder with the Travel Agency and / or Tour Operator (including the cancellation policies applicable to it), provided that this cancellation or interruption occurs in a necessary and unavoidable manner as a consequence of:

- (1) Death, accident or serious illness of the Holder, which is of an emergency nature (not pre-existing at the time of issuance of the Card, and even when it was not known by the Holder) and which motivates hospitalization or inhibits wandering, generating a state of prostration in the Holder and therefore makes the initiation and / or continuation of the Holder's trip impossible.
- (2) Death or hospitalization for more than 3 (three) days due to accident or illness declared suddenly and acutely of the spouse, parent (s), brother (s) or child (ren) of the Holder, this enumeration being exhaustive and not declarative.
- (3) Reliable notification to appear for justice.
- (4) Emergency care for complications of pregnancy of the Holder or the Holder's spouse that prevent the trip, the cancellation or interruption of the trip must be medically justified. You will not be able to enjoy the guarantee if the tourist package had been contracted even when the trip was medically inadvisable or when it did not comply with the provisions established by the airlines for the transport of pregnant people.
- (5) Emergency care for childbirth of the Holder or the Holder's spouse. You will not be able to enjoy the guarantee if the tourist package had been contracted even when the trip was medically inadvisable or when it did not comply with the provisions established by the airlines for the transport of pregnant people. Nor will you enjoy the guarantee when the date of the start of the trip is scheduled to coincide with the date at the end of the pregnancy.
- (6) Professional dismissal of the Holder, as long as he responds to causes other than disciplinary matters. In no case will this guarantee come into force due to the termination of the employment contract, voluntary resignation or failure to pass the trial period. In any case, the employment relationship must have been with the same employer for at least one uninterrupted year.
- (7) Delivery of the child for adoption or guardianship / custody to the Holder, ordered by the judge hearing the case or the competent authority according to current legislation on adoption in the country in question.
- (8) Call for organ transplantation to the Holder as long as he was already on the waiting list at the time of hiring.
- (9) Damages that, due to fire, theft or force of nature in their habitual residence or in the establishments in which the Holder carries out his professional / commercial activity, as long as they are his property or are under his possession. , make them uninhabitable and inescapably justify their presence.
- (10) Call as a member of the polling station in National or Provincial elections.



- (11) Cancellation of the marriage union of the Holder, as long as he has contracted a tourist package as a result of said marriage union.
- (12) Kidnapping of the Holder, spouse, parent (s), brother (s) or child (ren) of the Holder (this list being exhaustive and not exhaustive).
- (13) Natural disasters such as earthquake, tidal wave or tsunami, hurricane, cyclone, tornado, flood, that occur in the Cardholder's city of residence or in the destination city and that prevent him from making the trip and / or prevent him to any commercial flight to arrive and / or take off from the respective affected city.
- (14) Incorporation to a new job in a company other than the current one and that does not belong to the same business group, with an employment contract.
- (15) Reliable notification to appear before the court in relation to the judicial process derived from the divorce. Calls for procedures with the Owner's own lawyer are excluded.
- (16) Forced transfer of the Workplace of the Holder that (i) implies a displacement of, at least, 400 km from the original place of work; (ii) for a period of more than three months; and (iii) whenever said transfer overlaps or coincides with the Holder's travel date.
- (17) Requirement for urgent and inexcusable incorporation of the Holder to the Armed Forces, Police, Civil Guard or Firefighters.
- (18) Theft of documentation up to 48 hours before the start of the trip and that make it impossible for the Holder to start the trip.
- (19) Award of official scholarships in favor of the Holder that prevent the trip from being carried out.
- (20) Rejection or delay of visas requested by the Holder for unjustified reasons, as long as the requested visa is necessary to carry out the Holder's trip. The non-granting of visas will not be considered a covered cause when it is motivated by not having carried out the pertinent steps within the term and form for their granting.
- (21) The cancellation of the travel of the Holder's travel companion for any of the causes listed above. Companion is understood to be the person (s) who travel with the Holder and share the same travel itinerary and who also stay at the same hotel, travel in the same cruise cabin or take the same tour.

IMPORTANT: When the cancellation or interruption of the trip occurs for any of the reasons listed in items (9) to (21) (inclusive) above, a franchise of 15% (fifteen percent) will be deducted from the amount to be paid. in charge of the Holder. The franchise will be applied on the irrecoverable loss of deposits or expenses paid in advance for the trip in accordance with the general conditions of the contract signed by the Holder with the Travel Agency and / or Tour Operator. In the event that irrecoverable losses exceed the coverage limit, the deductible will be applied to the latter.

The services associated with the trip that have been contracted prior to the issuance of the ASSIST CARD Voucher will not be considered for reimbursement.

To access this guarantee, it will be essential that the following conditions are met:

- (1) 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.
- (2) In addition to meeting the requirements in (1) 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.
- (3) That the Holder inform ASSIST CARD reliably, immediately and within 24 hours, of the occurrence of the event that motivates the cancellation of the trip. ASSIST CARD will be able to verify with its medical team the denounced fact.
- (4) That the event that causes the cancellation or interruption of the trip occurs after the date on which the Card Holder has acquired and paid for the ASSIST CARD Card with this guarantee.
- (5) That the Card Holder has submitted all the supporting documentation requested by ASSIST CARD and strictly necessary to prove the occurrence of the event that led to the cancellation or interruption of the trip, including, but not limited to, the items indicated in Clause D.17.8

### 17.3. VALIDITY OF THE WARRANTY

This guarantee applies from the moment the Holder hires the trip and until its completion.

### 17.4 GUARANTEE COMMITMENT

Up to the maximum amount indicated in the ASSIST CARD Voucher for:



- (1) Ground or air transportation services;
- (2) Accommodation costs;
- (3) Cruises and
- (4) Excursions or Shows.

#### **17.5. 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 pro rata of the maximum amount stated in the voucher.

#### **17.6 EXCLUSIONS**

No compensation will apply under this coverage when the cancellation or interruption occurs as a consequence of:

- (1) Chronic or pre-existing illnesses suffered prior to the date of issuance of the Voucher by the cause of the event (be it the Holder, or their spouse, parent (s), brother (s) or child (ren)) - as well as their exacerbations, consequences and sequelae.
- (2) Accidents caused directly or indirectly by the practice of dangerous sports such as, but not limited to mountaineering, ski off-piste regulation, water ski, snowmobile and / or snow cat, motor racing, motorcycling, boxing, skydiving, parasailing, athletics and any other exercise or athletic or acrobatics test or that has as its object exceptional tests or while participating in trips or excursions to unexplored areas.
- (3) Participation in criminal enterprise.
- (4) Wounds that the Holder has inflicted on himself.
- (5) Alcoholism.
- (6) Use of drugs, drug addiction or use of medications without a medical order.
- (7) Any type of mental illness.
- (8) Pandemic, endemic or epidemic diseases.
- (9) People aged 75 or over on the date of booking the trip.
- (10) When the Voucher has been purchased and / or issued in the destination country.
- (11) Bankruptcy and / or cessation of airline services.
- (12) Air tickets obtained by redeeming miles.
- (13) Any of the circumstances described in Clause C.7. "Exceptional circumstances and / or force majeure".

#### **17.7 SUBROGATION**

The Holder assigns to ASSIST CARD all the rights and actions that may correspond against natural or legal persons for damages and losses that have been caused up to the amount that ASSIST CARD pays as reimbursement per event.

#### **17.8 REQUIREMENTS TO ACCESS THE INDEMNITY**

In addition to the reliable notification to ASSIST CARD stipulated in point D.17.2, subsection (3) above, the Holder, under pain of nullity of the guarantee, must deliver to ASSIST CARD a letter indicating the reasons that give rise to the cancellation or interruption, to which you must attach the following elements, as appropriate:

- (1) Complete round trip tickets, and proof of total cancellation of these;
- (2) Photocopy of passport; with the corresponding legal requirements for the contracted trip;
- (3) Original and legal tender invoices and receipts for payments made to the Travel Agency where the services were contracted. These invoices and receipts must match the declarations made by the Travel Agency to ASSIST CARD;
- (4) Certificate from the provider companies (Airline Company, Cruise Company, Hotel and / or Wholesale Operator) indicating the penalty applied and the amount of the refund received (if any) or that no refund was received from said provider.
- (5) In case of accident or illness, medical certificate and complete medical history. If it is an accident, the corresponding police report must be accompanied;
- (6) In the event of death, a duly legalized copy of the respective certificate must be delivered;





- (7) Proof of family bond;
- (8) Letter of Penalty issued by the Travel Agency and / or Tour Operator accompanied by the cancellation or interruption policy included by said Agency and / or Operator in the contract signed by the Holder,
- (9) At the request of ASSIST CARD, copy of the entry visa to the country of destination.
- (10) Certificate and complete medical documentation if proceeding in accordance with point D.17.2 (4 or 5)
- (11) Telegram of job dismissal addressed to the Holder in case of proceeding in accordance with point D.17.2 (6)
- (12) Judicial or extrajudicial notification from the competent authority informing the date on which the Holder will receive the child for custody or adoption, if proceeding in accordance with point D.17.2 (7).
- (13) Notification from the competent authority indicating the date of the transplant, in accordance with point D.17.2 (8)
- (14) Report to the competent security force that accounts for the loss that occurred if proceeding in accordance with point D.17.2 (9), as well as supporting documentation that proves the ownership of the home or use of the damaged home.
- (15) Citation of the electoral court and / or justice issued by the competent authority in case of proceeding in accordance with point D.17.2 (3, 10 or 15)
- (16) D.17.2 (11) Supporting documentation that reliably demonstrates that the event was to take place on a date prior to the effective date of the Voucher and its subsequent cancellation; They can be among other proofs for: hiring a room, catering, religious ceremonies, shift in civil registry, etc. and their corresponding cancellations implemented by means of credit notes for the refund of amounts or other adequate supporting document for such purposes.
- (17) Report to the competent security force that reports the incident that occurred if proceeding in accordance with point D.17.2 (12 or 18).
- (18) In case of incorporation to a new job, graduation and entry certificates must be presented.
- (19) In the event of forced transfer from the workplace, a letter certified by the employer or a certificate of residence must be presented indicating the change of workplace.
- (20) Notification from the competent authority indicating the date of incorporation, in accordance with point D.17.2 (17)
- (21) In the event of an official scholarship being awarded, reliable documentation proving the award of said scholarship.
- (22) In case of visa rejection or delay, reliable documentation proving said event.
- (23) D.17.2 (21) Documentation that shows that they share the same travel itinerary and that they are also staying at the same hotel, traveling in the same cruise cabin or taking the same tour.

Failure to comply with any of the stipulated requirements will not lead to compensation under this warranty.

ASSIST CARD reserves the right to verify with the corresponding providers all the information received.

#### **17.9. REIMBURSEMENTS**

ASSIST CARD will compensate the Holder in local currency; In case of having made the payments in any other currency, the payment will be made using the official exchange rate seller of the day before the payment.

**IMPORTANT: The indicated insurances are covered by policies contracted with local insurance companies, whose data and policy number appear in the Particular Conditions.**