

You are now a holder of a Traveler Assistance Card

# GENERAL CONDITIONS



# INTERNATIONAL PLATINUM GOLD CLASSIC

You are now a holder of a Traveler Assistance Card

# ASSISTANCE CENTERS



**IF YOU ARE  
ANYWHERE IN THE WORLD**

## Phones

**++ 1 (954) 678 6680 USA - Florida**

**++ 34 (93) 172 7699 EUROPA - Barcelona**

In the event of a need for assistance, you must contact the numbers indicated, replacing the signs of (++) with the international exit code of the country where you are.

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## Assistance WhatsApp

**+51 959262339 / +51 993325531**

24 hours

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## Correio eletrônico

**callcenter@euroamericanassistance.com**

For questions or coordination on assistance

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## Chat Online

You can also use our CHAT ONLINE

**[www.euroamericanassistance.com](http://www.euroamericanassistance.com)**

## **GENERAL AND PARTICULAR CONDITIONS.**

### **A- INSTRUCTIONS FOR CORRECT USE OF EUROAMERICAN ASSISTANCE SERVICES**

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

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

- Verify that all information assigned in your voucher and card EUROAMERICAN ASSISTANCE are correct. Take special care of the telephone numbers indicated as contact in case of emergency, dates of validity and the kind of plan acquired as well. If there are mistakes in that information, communicate this to the office of EUROAMERICAN ASSISTANCE in the country of issue of your card to rectify it.
- Remove from the envelope of EUROAMERICAN ASSISTANCE the card and take it always with you.
- Place the labels EUROAMERICAN ASSISTANCE on your luggage.
- Read carefully the Instructions and General Conditions of services provided by EUROAMERICAN ASSISTANCE.

##### **A.1.2. CANCELLATION OF THE TRIP**

If the plan acquired by you includes this service and you must cancel the trip for circumstances described in Clause D.4. Communicate this trustworthily, in writing, immediately and within the first 24 hours after the event causing this cancellation, to the office of EUROAMERICAN ASSISTANCE in the country of issue of your card and proceed according to what is indicated in Clause D.4. EUROAMERICAN ASSISTANCE will verify by its Medical Staff the fact reported.

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

##### **A.2.1 HOW TO COMMUNICATE WITH A CENTRAL OF EUROAMERICAN ASSISTANCE**

- In your identification card and in the booklet of General Conditions of EUROAMERICAN ASSISTANCE services you will find the telephone numbers of the corresponding assistance central and other media in social networks of EUROAMERICAN ASSISTANCE.
- Look up on the backside of your card, otherwise in the booklet of General Conditions the list of telephone numbers of EUROAMERICAN ASSISTANCE.
- If there were no EUROAMERICAN ASSISTANCE central in the country where you are located, call to the corresponding International Central and to the other media in social networks of EUROAMERICAN ASSISTANCE.
- If the communication with the nearest assistance central of EUROAMERICAN ASSISTANCE becomes impossible for difficulties or imperfection in the telephone lines, you must call to the International Central or any other ASSISTANCE CENTRAL of EUROAMERICAN ASSISTANCE. Any EUROAMERICAN ASSISTANCE central assist on 24/7 basis.
- Before calling for requesting our services be sure of having within reach the following:
  - Your EUROAMERICAN ASSISTANCE card
  - Telephone number(s) of the place where you locate (+ area code)
  - Information of the place where you locate (home, hotel, etc.)

##### **A.2.2. IF THE NATURE OF YOUR PROBLEM ALLOWS YOU TO REQUIRE SERVICES FROM EUROAMERICAN ASSISTANCE.**

Communicate with the central of EUROAMERICAN ASSISTANCE and follow carefully the instructions given by the Assistance Manager, the effectiveness of the assistance requested will essentially depend on that.

##### **A.2.3. BEING THE HEALTH PROBLEM TOO SERIOUS AND THE NEED FOR ASSISTANCE TOO URGENT AND YOU ARE NOT IN CONDITION TO REQUEST THE SERVICE TO THE ASSISTANCE CENTRAL.**

Under these circumstances, the fundamental issue is that you receive assistance immediately in the place where you are, by means of professionals and/or medical establishments that may assist you. But then, unavoidably within the 24 next hours you, a relative, any person who comes with you or personnel from the medical establishment will have to communicate to the nearest EUROAMERICAN ASSISTANCE central and provide all information related to the contingency suffered and the assistance received. Subsequently, you must send the complete medical reports, detailing the corresponding diagnosis, procedures and billing to evaluate the reimbursement of expenses in case you fulfill the general conditions of the service purchased.

#### **A.2.4. INSTRUCTIONS IN CASE OF LUGGAGE LOSS**

1. - As soon as you notice the loss of your luggage, go to the counter of the airline or contact the person in charge of it in the precinct where the luggage arrives.
2. - Obtain and complete the (PIR) PROPERTY IRREGULARITY REPORT or claim form for luggage lost that must be provided by the airline.
3. - Before leaving the airport, call to the nearest EUROAMERICAN ASSISTANCE central in order to notify the loss of your luggage.
4. - Inform to EUROAMERICAN ASSISTANCE your temporary address and your immediate itinerary.
5. - Verify in Clause D.1. Of General Conditions of EUROAMERICAN ASSISTANCE services the applicable conditions related to compensation and indemnity for luggage lost included without any charge in some products EUROAMERICAN ASSISTANCE.
6. - In case of not fulfilling any of the instructions previously stated, EUROAMERICAN ASSISTANCE exempts from any payment responsibility.

#### **A.2.5. INSTRUCTIONS IN CASE OF DELAY OR CANCELLATION OF FLIGHT**

1. - If your flight cancels or delays for more than 6 hours, obtain from the airline the corresponding written proof.
2. - Before leaving the airport, call the nearest central of EUROAMERICAN ASSISTANCE to inform the delay or cancellation of your flight.
3. - Always obtain and keep receipts from all the expenses done in accommodation, food and communication related to the delay or the cancellation of flights (only for international flights) in order to request to EUROAMERICAN ASSISTANCE the corresponding reimbursement, just in case that these expenses have not been duly authorized and assumed by the airline.
4. - Verify in Clause C.3.10 of the General Conditions of EUROAMERICAN ASSISTANCE services as well as in the detail of services of Plans EUROAMERICAN ASSISTANCE the conditions applicable to reimbursement in case of delay or cancellation of flights corresponding to the product acquired.

IN ORDER TO KNOW THE ASSISTANCE SYSTEM AND THE SERVICES THAT EUROAMERICAN ASSISTANCE PROVIDES, WE PROPOSE READING THE INSTRUCTIONS FOR CORRECT USE OF EUROAMERICAN ASSISTANCE SERVICES AND THE GENERAL CONDITIONS OF EUROAMERICAN ASSISTANCE SERVICES. LOOK UP AT THE END OF THE GENERAL CONDITIONS: PARTICULAR CONDITIONS, CHARACTERISTICS, EXCLUSIONS AND RESTRICTIONS OF THE PLAN ACQUIRED.

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##### **C.1. PREVIOUS CONSIDERATIONS**

**C.1.1.** EUROAMERICAN ASSISTANCE is an international organization of traveler assistance whose purpose is trying to secure -amongst others- services of medical, legal and personal assistance in emergencies during a trip.

**C.1.2.** It is hereby stated and the Holder accepts it that services provided by EUROAMERICAN ASSISTANCE does not constitute a medical insurance nor an extension or replacement of social security programs. Services and assistance provided by EUROAMERICAN ASSISTANCE are specifically oriented to assist during the trip in sudden, unforeseen and non-pre-existent events and those that really prevent from continuing the trip normally neither that established in the exclusions of these General Conditions. The amounts of assistance established in E. PARTICULAR CONDITIONS are not renewable after each event and/or assistance.

**C.1.3.** These General Conditions of EUROAMERICAN ASSISTANCE services rule the provision of assistance services detailed next, during the trips that the Holder of a Plan EUROAMERICAN ASSISTANCE may make.

**C.1.4.** For using any service from EUROAMERICAN ASSISTANCE, IT WILL BE OBLIGATION OF THE HOLDER having chosen the PLAN EUROAMERICAN ASSISTANCE of his/her preference, having read and accepted the terms and conditions applicable to the plan chosen.

**C.1.5.** EUROAMERICAN ASSISTANCE will only grant to the Holder of a PLAN EUROAMERICAN ASSISTANCE its services. These services are nontransferable to third parties.

**C.1.6.** The card EUROAMERICAN ASSISTANCE and services that come from it will not have validity in Holder's country of actual and/or habitual residence and/or in the country where the product was issued and/or in the country where the Holder is when it is issued and/or Holder's country of birth.

**C.1.7.** Requests for cancellation of validity dates of EUROAMERICAN ASSISTANCE card can only be done before Plan's validity initiation. In addition, this cancellation will be subject to special conditions.

**C.1.8.** The Holder, his/her travel agent and/or his/her representative (it is understood by representative the person who requests activation for the assistance card) will not be able to modify unilaterally the card contracted nor its validity, neither to retract about that once it has been issued. In case that the Holder, his/her travel agent and/or his/her representative require to modify and/or cancel card's validity they will have to declare it in writing, to the office of EUROAMERICAN ASSISTANCE or to whom represents EUROAMERICAN ASSISTANCE in the place of issuance of the card contracted before initiating the validity requested initially, such modification or cancellation should always be authorized by EUROAMERICAN ASSISTANCE. Whenever that because of force majeure reasons or unforeseen circumstances properly proven, the Holder, before initiating the validity of the card contracted, demonstrate that he/she will not be able to make the trip for which he/she acquired the card; the cancellation will proceed and the Holder will be able to request reimbursement of the amount paid for the corresponding card, minus:

- US\$ 10 (ten dollars) for cards from 05 to 30 days of validity,

- US\$ 20 (twenty dollars) for cards of 31 days or longer validity, including the cards of annual and monthly validity, as compensation for administrative expenses in which EUROAMERICAN ASSISTANCE incurs by concept of issuance.

Once initiated card's validity, there will not be chance for any change or refund. In case that a card has been cancelled and remains on Holder's possession and he/she use or wanted to use its services and comes about from this situation an expense, commercial consequence or any other, EUROAMERICAN ASSISTANCE exempts from any responsibility, being the Holder, his/her travel agent and/or his/her representative the only responsible. In case that a passenger requests for assistance and his/her card was not paid for the travel agent and/or representative within the first 15 (fifteen) days after issuance, EUROAMERICAN ASSISTANCE will fully have faculty to not providing any service.

**C.1.9.** No cancellation or modification once EUROAMERICAN ASSISTANCE card validity has initiated will be accepted under any circumstance. This validity starts at zero hours, zero minutes and one second of the date displayed in the box of card's validity beginning.

## **C.2. DEFINITIONS**

For all interpretation aims, it is hereby stated in these "Instructions for use of EUROAMERICAN ASSISTANCE services" and in the "General Conditions of EUROAMERICAN ASSISTANCE services" is understood by:

### **Accident**

Event causing corporal injury suffered by the Holder, caused by strange agents, out of control and moving, external, violent and visible. Whenever the term accident is mentioned, will be understood that the resulting lesion or condition was directly caused by such agents and independently from any other cause.

### **Operative Central**

Office that coordinates the provision of services requested by the Holder.

### **Exceptional Circumstances**

Every extraordinary and infrequent situation, indicated in Clause C.8 of these General Conditions.

### **Congenital**

Present or existent before birth.

### **Chronic**

Every continuous and persistent pathological process, lasting more than 30 days.

### **Medical Department**

Health professional staff that providing supervision, control and/or coordination services for EUROAMERICAN ASSISTANCE intervenes and decides about all matters related to assistance provided or to provide based on these General Conditions. These matters and/or assistance are related directly or indirectly to medical themes.

### **Ailment or Condition**

The terms "ailment or condition" will be understood as synonymous of "illness" for all aims in these General Conditions.

### **Acute Illness**

Short and relatively severe process that alters body conditions or the conditions of some of its organs that might interrupt or alter the balance of vital functions, causing pain, weakness or another demonstration different from the normal behavior of the body. This does not include or imply pre-existent diseases or exclusions described hereby.

**Sudden or Unforeseen Illness**

Sudden and unforeseen illness caught after beginning card's validity or after trip's initiation, the one that is later. Does not include pre-existent diseases neither exclusions stated hereby.

**Deductible fixed amount**

Amount fixed and determined on charge of the Holder and that he/she should pay at the time of the first assistance as obligatory initial payment for all the expenses that such assistance generates.

**Global Maximum Amount**

The total amount that EUROAMERICAN ASSISTANCE will pay and/or refund to the Holder for all concepts and for all services provided in virtue of these General Conditions.

**Global Maximum Amount in case of multiple events**

The total amount that EUROAMERICAN ASSISTANCE will pay and/or refund to all the Holders affected in case an event causes lesions or death to more than a Holder, for all concepts and for all services provided as per these General Conditions. This amount will not exceed US\$ 75, 000 (seventy five thousand dollars). It is necessary mentioning that in events of this kind EUROAMERICAN ASSISTANCE will be considered third party responsible.

**Kit EUROAMERICAN ASSISTANCE**

Printed material given to the Holder before the trip, containing –amongst others- the card, the voucher with Holder's personal information and the characteristics of the Plan EUROAMERICAN ASSISTANCE acquired, this Booklet of Instructions and Services, the list of telephone numbers and the labels for luggage.

**Pre-existent**

Every physiopathological process that recognizes origin or etiology before initiating card's validity or the trip (the one that is later) and that is feasible of being objectified by complementary methods of habitual, daily, accessible and frequent use throughout the world (including but not restricted to Doppler, MRI, Catheterization, CT Scan, etc.)

**Recurrent**

Return of the same disease after treatment, usually three or more times during a calendar year.

**Card**

Credential given to the Holder before the trip, containing Holder's full name, card's number, validity and the kind of plan EUROAMERICAN ASSISTANCE contracted. During the trip, the Holder must take it all the time.

**Holder**

The person whose name displays in the "voucher" as beneficiary of services described in the Contract of Adhesion formalized, consisting of that voucher and the General and Particular Conditions attached.

**Voucher**

Document given to the Holder before the trip, containing -amongst others- personal information, card's number and the kind of plan EUROAMERICAN ASSISTANCE contracted.

**C.3. EUROAMERICAN ASSISTANCE SERVICES**

The following is a strict statement of services that EUROAMERICAN ASSISTANCE provides to the Holder beneficiary of the Plan EUROAMERICAN ASSISTANCE acquired. IMPORTANT: RESULTS INDISPENSABLE REVIEWING IN THE VOUCHER THE LIMITS OF MAXIMUM MONEY AMOUNTS AND AGE APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

**C.3.1. MEDICAL ASSISTANCE**

EUROAMERICAN ASSISTANCE offers to the Holder its worldwide assistance network through its Assistance Central. The Holder should communicate by telephone to a central of EUROAMERICAN ASSISTANCE every case of illness, accident or emergency for which might need assistance. EUROAMERICAN ASSISTANCE will provide to the Holder the conditions for a timely attention, sending a professional for each case or giving authorization for care in one of the Health Centers or Hospitals available in the area of the event. The Holder is obligated to inform to EUROAMERICAN ASSISTANCE as many times as assistance might require. From the first assistance or service given, the Holder should always contact EUROAMERICAN ASSISTANCE to obtain authorization of first or new assistance or services originated from the same cause of the first event. In case the holder requires assistance by accident and this is in a public place, such as: Airport, bus or train station, shopping centers, medical centers, etc., it is necessary to present the police part or part of the incident (issued by the public place), this to determine the cause of the accident and apply in favor of the holder the corresponding insurance and / or liability of the cause of the accident.

In these cases, EUROAMERICAN ASSISTANCE will only be a link between the holder and the person in charge, but will not assume any responsibility in that event.

**IMPORTANT:** Services of medical assistance to be provided by EUROAMERICAN ASSISTANCE are restricted to emergency treatments for acute clinical profiles; these services are oriented to assist sudden and unforeseen events during the trip, whenever has been diagnosed a clear, verifiable and acute disease that prevents from the normal continuity of the trip. For this reason, these services are not designed nor contracted for elective procedures, neither to anticipate treatments or long lasting procedures but to guarantee the initial recovery and the physical conditions that allow the normal continuity of the trip. Every assistance or treatment will cease and will not be responsibility of EUROAMERICAN ASSISTANCE once the Holder is on his/her country of residence. The assistance services aforementioned include:

#### **C.3.1.1. Medical Consultation**

Medical assistance will be given in case of accident or “acute and unforeseen illness”, produced by disease or lesion that prevents from the normal continuity of the trip. The Holder may use without any charge, services from professionals and/or health establishments that are indicated and authorized by EUROAMERICAN ASSISTANCE. Benign illnesses and slight injuries that do not prevent from the normal continuity of the trip will not be subject to assistance, the Holder may request reimbursement for expenses related though, only if these expenses adjust to the General and Particular Conditions and the Instructions for Correct Use of EUROAMERICAN ASSISTANCE services. Medical assistance services provided by EUROAMERICAN ASSISTANCE are restricted to emergency treatments of acute symptoms that prevent from normal trip continuity. Unless it is specifically established in the characteristics of the product EUROAMERICAN ASSISTANCE acquired, all chronic, pre-existent or congenital or recurrent condition known or not by the Holder, are expressly excluded; as well as their consequences, direct or indirect after effects and/or complications even though these consequences and/or complications appear for the first time during the trip.

**NOTICE:** In some countries and specially in U.S.A. for reasons of computing adaptation, most of the Medical Centers such as hospitals, offices, clinics, laboratories, etc. use to send invoices and/ or payment claims to the patients assisted, even after those accounts were paid. In case this happens, please contact to the office of EUROAMERICAN ASSISTANCE where your Plan was acquired to inform this situation.

#### **C.3.1.2. Attention by specialists**

Specialists will give medical assistance only when this is indicated or required for the emergency medical staff, previously authorized by the corresponding EUROAMERICAN ASSISTANCE Central.

#### **C.3.1.3. Medical Examinations**

Any kind of medical examination, commencing or during the assistance, whether for hospitalization or outpatient health care in case of illness and/or accident, should be informed to the assistance central for the necessary evaluation and thus requesting to that central the authorization for the corresponding medical procedure. Not fulfilling this clause exempts EUROAMERICAN ASSISTANCE from assuming such costs.

#### **C.3.1.4. Therapy of physical recovery in case of traumatism**

If the Medical Department of EUROAMERICAN ASSISTANCE gives authorization and if it has been prescribed for the physician in charge, EUROAMERICAN ASSISTANCE will take charge of up to 5 (five) sessions of physiotherapy or similar.

#### **C.3.1.5. Medicines**

EUROAMERICAN ASSISTANCE will take charge of expenses on medicine prescribed by its Medical Staff for the condition that originates the assistance to the Holder, during the validity of the Plan and up to the limits indicated in the Particular Conditions of the Plan acquired, when refers to:

##### **C.3.1.5.1. Outpatient assistance**

##### **C.3.1.5.2. Assistance during Holder's hospitalization**

When this limit does not apply, EUROAMERICAN ASSISTANCE will assume up to the amount indicated in the item C.1.3.5.1. Whether or not the service is provided whilst the Holder is hospitalized. When the medication to be provided by EUROAMERICAN ASSISTANCE is not promptly available and the Holder have to use this medicine in emergency situations, expenses done under this concept will be refund when it corresponds, against presentation to EUROAMERICAN ASSISTANCE of trustworthy proof and up to the limit indicated in the Particular Conditions. VERIFY THE APPLICABLE “LIMITS OF MAXIMUM MONEY AMOUNTS AND AGE” ESTABLISHED IN E. PARTICULAR CONDITIONS FOR THE PLAN ACQUIRED BY YOU

#### **C.3.1.6. Emergency Odontology**



EUROAMERICAN ASSISTANCE will take charge of expenses for odontological emergency care in cases of infection or trauma. The odontological assistance will be limited only to treatment of pain or extraction of dental piece(s) and this will not exceed US\$ 100 (one hundred dollars) per dental piece, even when the limit of the Plan acquired indicated in the Particular Conditions is higher. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

#### **C.3.1.7. Hospitalizations**

When EUROAMERICAN ASSISTANCE Medical Staff prescribes it, Holder's hospitalization will proceed in the closest and most appropriate Medical Centre according to the sole discretion of EUROAMERICAN ASSISTANCE Medical Staff. Such hospitalization will be on charge of EUROAMERICAN ASSISTANCE throughout card's validity.

#### **C.3.1.8. Surgical Interventions**

Holder's surgical interventions will proceed in emergency cases that urgently require that treatment and exclusively when the Medical Staff and the corresponding EUROAMERICAN ASSISTANCE central give the necessary authorization.

VERIFY THE APPLICABLE "LIMITS OF MAXIMUM MONEY AMOUNTS AND AGE" ESTABLISHED IN E. PARTICULAR CONDITIONS FOR THE PLAN ACQUIRED BY YOU.

#### **C.3.1.9. 5 Therapy Sessions**

When the nature of Holder's disease or lesion requires it, intensive therapy treatments will proceed. In all cases there must be authorization from the Medical Department of EUROAMERICAN ASSISTANCE as an indispensable requirement for EUROAMERICAN ASSISTANCE to assume financial responsibility for such treatments.

#### **C.3.1.10. Limit of expenses for medical assistance**

The total amount of expenses for all services detailed will not exceed the one indicated in E. Particular Conditions. For interpretation aims, is stated hereby that in the products where the Amount is expressed in different currencies and these amounts are not the same, the referred amounts will not be complementary amongst themselves, so that the sums calculated as expenses in assistance given for any of those Amounts will be deductible between them. You will find in your voucher the value for each Maximum Specific Amount applicable to:

**C.3.1.10.1.** Medical Assistance for accident

**C.3.1.10.2.** Medical Assistance for "non-pre-existent disease"

**C.3.1.10.3.** Medical Assistance for "pre-existent disease" whenever the product EUROAMERICAN ASSISTANCE acquired specifically includes this benefit. VERIFY THE APPLICABLE "LIMITS OF MAXIMUM MONEY AMOUNTS AND AGE" ESTABLISHED IN E. PARTICULAR CONDITIONS FOR THE PLAN ACQUIRED BY YOU.

**C.3.1.10.4.** Global Maximum Amount in case of multiple events The total amount for expenses that EUROAMERICAN ASSISTANCE will pay and/or refund to all Holders affected in case that an event causes lesions or death to more than a Holder, for all concept and for all services provided in virtue of these General Conditions, this amount will not exceed US\$ 75,000 (seventy five thousand dollars). It is worth mentioning that in events of this kind EUROAMERICAN ASSISTANCE will be considered third party responsible.

#### **C.3.1.11. Deductible applicable to medical expenses**

The deductible fixed amount will be applicable to Holder's medical expenses and to those Plans EUROAMERICAN ASSISTANCE that include this concept in its voucher. NOTICE: In case that the Holder does not previously pay the respective deductible for his/her outpatient assistance or during his /her hospitalization, whether for disease and/or accident (this payment evidence must be submitted to EUROAMERICAN ASSISTANCE in original), EUROAMERICAN ASSISTANCE exempts from paying any bill and/or account resulting and originated from these assistance.

IMPORTANT: THIS CONDITION IS APPLICABLE JUST TO SOME PRODUCTS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS THAT THE PLAN ACQUIRED BY YOU COUNTS WITH DEDUCTIBLE AMOUNT AND WHICH IS THE SUM DETERMINED FOR IT.

#### **C.3.1.12. Reimbursement of medical expenses**

EUROAMERICAN ASSISTANCE will reimburse medical expenses done for emergency, whenever EUROAMERICAN ASSISTANCE Medical Staff has previously authorized these expenses and do not exceed the prices customary, regular and valid in the country or place where they were done. Prices and fees permanently updated are available to those concerned in the offices of EUROAMERICAN ASSISTANCE in every country in which this provides service. EUROAMERICAN ASSISTANCE will refund these expenses against the submission of original, trustworthy proof and

up to the limit indicated in the voucher corresponding to the Plan EUROAMERICAN ASSISTANCE acquired. Medical expenses done for emergency or in countries where EUROAMERICAN ASSISTANCE does not provide assistance will be reimbursed to the Holder whenever he/she has fulfilled what indicate Clauses A. - INSTRUCTIONS FOR CORRECT USE OF EUROAMERICAN ASSISTANCE SERVICES and C.6. OBLIGATIONS OF THE HOLDER. Reimbursements will be made in the office of EUROAMERICAN ASSISTANCE where the Plan was issued.

### **C.3.2. EXCLUSION OF CHRONIC AND PRE-EXISTENT DISEASES**

Are excluded from the services of EUROAMERICAN ASSISTANCE specifically all the chronic or pre-existing or congenital or recurrent ailments, known or not by THE HOLDER, as well as their consequences and aggravation, even though the same ones appear for the first time during the trip. SOME PRODUCTS EUROAMERICAN ASSISTANCE INCLUDE BENEFITS IN CASE OF CHRONIC OR PRE-EXISTENT DISEASES. VERIFY IN E. PARTICULAR CONDITIONS THE CHARACTERISTIC OF THE PRODUCT ACQUIRED BY YOU.

### **C.3.3. MEDICAL TRANSPORT**

In emergency cases, EUROAMERICAN ASSISTANCE will organize Holder's transport to the closest medical center for assistance. When EUROAMERICAN ASSISTANCE Medical Department advise transporting to another more appropriate assistance center, EUROAMERICAN ASSISTANCE will organize this procedure, according to the possibilities of the case, in the conditions and by means authorized by the Central EUROAMERICAN ASSISTANCE intervening and exclusively within the territorial boundaries of the country where the event has occurred. A physician or a nurse, accordingly, will accompany to the patient, when necessary. NOTICE: Only medical reasons, evaluated to exclusive discretion of EUROAMERICAN ASSISTANCE Medical Department, will be taken into account to decide if Holder's transport proceeds. If the Holder and/or relatives decide carrying out the transport leaving aside EUROAMERICAN ASSISTANCE Medical Department opinion, no responsibility will fall on EUROAMERICAN ASSISTANCE for such action, remaining the transport, its cost and consequences only at expense and risk of the Holder and/or relatives.

### **C.3.4. MEDICAL REPATRIATION**

Holder's medical repatriation will be done only when EUROAMERICAN ASSISTANCE Medical Department considers it necessary and exclusively as consequence of severe accident. Injured holder repatriation to his/her country of residence will be done in an airplane of regular airline with physician or nurse escort, only if it corresponds, subject to seats availability. This repatriation must be authorized and coordinated with the intervening central of EUROAMERICAN ASSISTANCE. If the Holder and/or relatives decide carrying out a medical repatriation, no responsibility will fall on EUROAMERICAN ASSISTANCE for such action, remaining repatriation, its cost and consequences only at expense and risk of the Holder and/or relatives. Medical repatriation as consequence of any kind of disease is expressly excluded of EUROAMERICAN ASSISTANCE obligation. MEDICAL REPATRIATION SERVICE IS EXCLUDED IN SOME PRODUCTS EUROAMERICAN ASSISTANCE; VERIFY IN E. PARTICULAR CONDITIONS CHARACTERISTICS AND FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PLAN ACQUIRED BY YOU.

### **C.3.5. MINORS ESCORT**

If a Holder travels as only company of one or more minors below 15 (fifteen) years old and he/she is not able to take care of this/these minor(s) as consequence of accident or disease occurred during the trip, EUROAMERICAN ASSISTANCE will organize the journey of a relative in order to escort the minor(s) to his/her/their place of permanent residence. Only if this/these minor(s) are also Holders of a card EUROAMERICAN ASSISTANCE.

### **C.3.6. RELATIVE TRANSPORT**

In case that a Holder traveling alone, results hospitalized abroad and this hospitalization has been authorized by EUROAMERICAN ASSISTANCE Medical Department, EUROAMERICAN ASSISTANCE will take charge of the transportation costs of a relative buying an air ticket in tourist or economic class, subject to seats availability, so that this relative escorts the Holder during the hospitalization, provided that this hospitalization has been planned for more than 10 (ten) days. This benefit will be granted only when the whole hospitalization period is within EUROAMERICAN ASSISTANCE card validity.

### **C.3.7. RELATIVE STAY**

When EUROAMERICAN ASSISTANCE has carried out a relative transport to escort a Holder, EUROAMERICAN ASSISTANCE will take charge of relative's stay expenses for a maximum period of 10 (ten) days whenever the Holder is alone abroad; this is, without any company or personal/familiar relation during that period. Expenses assumed by EUROAMERICAN ASSISTANCE according to the Plan acquired as total amount concept is expressed in E. PARTICULAR CONDITIONS.

**C.7.3.1.** All products have a limit of US\$ 100 (one hundred dollars) per day. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

**C.3.8. DIFFERENCE OF FARE FOR DELAYED OR ANTICIPATED RETURNING TRIP**

**C.3.8.1.** Return for accident or disease EUROAMERICAN ASSISTANCE will take charge of the difference in the cost of Holder's return air ticket, in tourist or economic class when the original is a round trip air ticket, of reduced fare, with fixed date or limited return date and is not possible returning on that date as consequence of disease or accident of the Holder. This benefit will be applicable only when the Holder has been medically assisted with authorization of the corresponding EUROAMERICAN ASSISTANCE Central. Excluded Events by Clauses C.3.2, C.4.12 y C.4.13 will not have this benefit.

**C.3.8.2** Return for decease of a relative the same benefit established in the item.

**C.3.8.1** will apply if the Holder had to return before to his/her permanent and habitual country of residence because of decease of a direct relative (parents, spouse, children or siblings) resident on that country. **NOTICE:** In both cases, the Holder, with trustworthy proof to EUROAMERICAN ASSISTANCE, should demonstrate the circumstances causing this benefit. Holder's or third parties payment of return trip will not be subject to reimbursement. This benefit will be provided only within EUROAMERICAN ASSISTANCE card validity. When this service has been granted, the Holder should submit to EUROAMERICAN ASSISTANCE the coupon(s) corresponding to the non-used stretch (es) or its value.

**C.3.9. HOTEL EXPENSES FOR CONVALESCENCE**

EUROAMERICAN ASSISTANCE will reimburse to the Holder the hotel expenses, only for concept of accommodation (that is to say without extra charges or consumptions), whenever there is a previous authorization granted by EUROAMERICAN ASSISTANCE intervening central to the Holder, when the physician in charge prescribes compulsory rest after hospitalization. In order to obtain the benefit the Holder must have been hospitalized for a minimum period of 5 (five) days and that hospitalization must have been trustworthily authorized by the central of EUROAMERICAN ASSISTANCE. Hotel expenses will have:

**C.3.9.1.** A limit of US\$ 100 per day, for all products.

**C.3.9.2.** A maximum amount expressed in E. PARTICULAR CONDITIONS THIS BENEFIT IS INCLUDED JUST IN SOME PLANS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

**C.3.10. REIMBURSEMENT OF EXPENSES FOR DELAYED OR CANCELLED FLIGHT**

If Holder's flight was delayed for more than 6 (six) consecutive hours from the departure time originally scheduled, provided that the Holder has no other transportation alternative during those 6 (six) hours; EUROAMERICAN ASSISTANCE will reimburse expenses on accommodation, food, transportation and communications done by the Holder during the lapse of delay and up to the limit indicated in the voucher. EUROAMERICAN ASSISTANCE will only reimburse these expenses against the presentation of trustworthy proof, with evidence from the airline certifying the delay or cancellation. In order to obtain this reimbursement, the Holder should have contacted the closest EUROAMERICAN ASSISTANCE central before leaving the airport where the incident occurred and should have requested and received authorization for these expenses, only if the airline has not indemnified to the passenger for the same concepts.

**NOTICE:** This benefit will not be granted if the Holder travels with an air ticket subject to seats availability (discount air ticket), neither to any destiny located within the same country (domestic flight) where the card EUROAMERICAN ASSISTANCE was acquired. This service does not apply if the cancellation is caused by airline's bankrupt or cessation of operation or for any of the circumstances described in Clause C.8. EXCEPTIONAL AND/OR FORCE MAJEURE CIRCUMSTANCES of these General Conditions of EUROAMERICAN ASSISTANCE services. THIS BENEFIT IS INCLUDED JUST IN SOME EUROAMERICAN ASSISTANCE PLANS. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

**C.3.11. TRANSPORT OF EXECUTIVES FOR EMERGENCY**

In case that a Holder was in business trip abroad and were hospitalized by EUROAMERICAN ASSISTANCE as consequence of severe medical emergency that prevents from carrying out the objective of the trip, EUROAMERICAN ASSISTANCE will take charge of the air ticket of the person whom the Holder's company designates as substitute of the Holder hospitalized. This ticket will be acquired by EUROAMERICAN ASSISTANCE in economic class and will be subject to airlines availability. This substitute executive should acquire, when initiating the trip and

for all the length of his/her trip, the same product EUROAMERICAN ASSISTANCE that the executive substituted acquired. In order to have right to this service is an obligatory requirement that the card has been acquired, invoiced and paid by the company for which the Holder works. The cards acquired and invoiced in a personal capacity will not obtain this benefit. THIS BENEFIT IS INCLUDED JUST IN SOME PLANS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

#### **C.3.12. TRANSMISIÓN DE MENSAJES URGENTES**

EUROAMERICAN ASSISTANCE se encargará de transmitir los mensajes urgentes y justificados, relativos a cualquiera de los eventos objeto de las prestaciones contempladas en las presentes Condiciones Generales de los Servicios de EUROAMERICAN ASSISTANCE.

#### **C.3.13. ASSISTANCE IN CASE OF THEFT OR LOSS OF DOCUMENTS**

EUROAMERICAN ASSISTANCE will advise to the Holder about the local procedures to carry out in case that personal documents, air tickets and/or credit cards have been thieved or lost. This advising will not comprise in any case the fulfillment of those personal procedures that the Holder should do as consequence of the theft and/or loss occurred. EUROAMERICAN ASSISTANCE will only take charge of a maximum amount equivalent to that established for each plan in E. Particular Conditions as expenses and costs only inherent to the replacement of the documents lost.

#### **C.3.14. ANTICIPATED RETURN FOR SEVERE DISASTER AT HOME**

In case of severe disaster (fire, flood, explosion or stealing with damage and violence) in the actual and permanent residence of the Holder (is understood by residence the address appearing in the voucher of the assistance card); whilst the Holder travels with a Plan EUROAMERICAN ASSISTANCE, on condition that there is no other person that might take charge of the situation and the original return ticket does not allow the free change of date; EUROAMERICAN ASSISTANCE will pay the sanctions or the difference of fare that corresponds from the place where the Holder is located up to his/her permanent residence. The event that may generate this assistance should be trustworthily proven by means of a formal complaint. When the service has been granted, the Holder should submit to EUROAMERICAN ASSISTANCE the non-used original air ticket coupon(s) or its value.

#### **C.3.15. FUNERARY REPATRIATION**

In case of Holder's death, EUROAMERICAN ASSISTANCE will organize the funerary repatriation and will only take charge of the following:

1. - Cost of the coffin necessary for the transportation
2. - Administrative arrangements
3. - Transportation up to Holder's country of permanent residence entrance airport by means that EUROAMERICAN ASSISTANCE considers more convenient.

**NOTICE:** Expenses for definitive coffin, funerary arrangements and transport within the residence country as well as Holder's burial will not be in any case on EUROAMERICAN ASSISTANCE charge. This service will only be granted if the intervention of EUROAMERICAN ASSISTANCE is requested immediately after the decease. EUROAMERICAN ASSISTANCE will remain exempted and will not be responsible nor will do any reimbursement for this concept in case that any funerary company or other third party intervenes before EUROAMERICAN ASSISTANCE or without its express authorization. EUROAMERICAN ASSISTANCE will not assume any funerary repatriation or its expenses in the cases of death produced by: Refer to C.4.12 EVENTS AND EXPENSES EXCLUDED.

#### **C.3.16. LUGGAGE FINDING**

EUROAMERICAN ASSISTANCE will assist to the Holder abroad within its possibilities to trying to find lost luggage that have been dispatched in the vault of the same international flight in which the Holder traveled. EUROAMERICAN ASSISTANCE provides the Holder with encoded labels to identify his/her luggage. In order to make easier this identification, is obligatory keeping these labels stuck on or fastened to the luggage throughout the trip. It is expressly established and understood that in cases of delay or loss of luggage EUROAMERICAN ASSISTANCE acts as mediator agent and facilitates the prompt recovery of the luggage. In no way might be addressed as direct responsible for the loss, since the luggage has been lost by the airline and the recovery of it is direct responsibility of the air company. **NOTICE:** EUROAMERICAN ASSISTANCE does not assume any responsibility for lost and not found luggage. Some products EUROAMERICAN ASSISTANCE include the service of indemnity for luggage delayed and/or lost with no additional cost, according to Clause D.1. SERVICE OF COMPENSATION AND INDEMNITY OF LUGGAGE. SOME PLANS EUROAMERICAN ASSISTANCE INCLUDE THE SERVICE OF INDEMNITY FOR DELAYED AND/OR LOST LUGGAGE. VERIFY IN E. PARTICULAR CONDITIONS THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

### **C.3.17. LEGAL ASSISTANCE FOR RESPONSIBILITY IN AN ACCIDENT**

In case of imputing to the Holder responsibility in an accident (exclusively car accident) in a country where EUROAMERICAN ASSISTANCE provides services, this will put at Holder's disposal a lawyer to take charge of the civil or criminal defense.

**C.3.17.1.** Previous deposit done in the office of EUROAMERICAN ASSISTANCE, this will transfer the amounts for fees and trial costs or

**C.3.17.2.** Will take charge of these expenses up to the limit stated in the product EUROAMERICAN ASSISTANCE acquired. VERIFY IN E. PARTICULAR CONDITIONS THE CHARACTERISTICS AND THE FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

### **C.3.18. ADVANCE PAYMENT OF FUNDS FOR BAIL**

If the Holder was arrested (imprisoned) for imputing on him/her criminal responsibility in a car accident exclusively, may request to EUROAMERICAN ASSISTANCE managing the transference of funds to the Holder or to whom he/she indicates. In order to obtain this benefit a relative or a representative of the Holder has to deposit the necessary amount in the offices of EUROAMERICAN ASSISTANCE so that the Holder is released on bail. Granting this service is subject to the laws in force in the country where the fact occurs, and to the conditions that EUROAMERICAN ASSISTANCE establishes for each case, which the Holder should accept.

### **C.3.19. LEGAL ASSISTANCE TO MAKE CLAIMS AS CONSEQUENCE OF ACCIDENTS**

If the Holder required legal assistance to make claims or to sue third parties for damages or other compensations because of accidents in the countries where EUROAMERICAN ASSISTANCE provides services, this will make a lawyer available to the Holder for those purposes. Contracting the professional services of this lawyer as well as the payment of fees and all expenses that the case generates will be on Holder's charge.

**NOTICE:** EUROAMERICAN ASSISTANCE obligation is restricted to make a professional available for the Holder. In all cases, lawyers designed or recommended by EUROAMERICAN ASSISTANCE will be considered as Holder's agents without right to any claim or indemnity against EUROAMERICAN ASSISTANCE for proposing one particular professional.

### **C.3.20. PREGNANCY STATUS**

EUROAMERICAN ASSISTANCE will only assume medical assistance expenses (including emergency medical checkups and ultrasound) for clear and unpredictable complications that may arise related to pregnancy - including premature births and spontaneous abortions - until week 26 of gestation inclusive, only up to the limit indicated in your voucher for this concept and as long as the card holder EUROAMERICAN ASSISTANCE is valid at least during that period. In order to bear the expenses, the request of the intervening medical team and the authorization of the Medical Department and the EUROAMERICAN ASSISTANCE Operating Center must always be mediated.

**PARTICULAR EXCLUSIONS:** The treatments in the events detailed below are expressly excluded from the services stipulated in this Clause C.3.20:

- a) Outpatient controls related to normal course pregnancy, both medical consultations and related studies; deliveries and cesarean sections of normal and term course.
- b) Abortions caused
- c) Medical expenses, of medicines and any other type related to the newly born (as for example and without this enumeration being limited: nursery, neonatology, food, etc.)

**IMPORTANT:** The following conditions will be essential requirements for the validity of the services stipulated in this clause C.3.20:

- a) At the beginning date of the trip or of the start of validity of the voucher (whichever is later) Holder's pregnancy does not exceed week 24.
- b) At the beginning date of the trip or of the start of validity of the voucher (whichever is later, the age of the Holder does not exceed 40 years.

EUROAMERICAN ASSISTANCE reserves the right to require all the necessary documentation to corroborate the aforementioned conditions.

CHECK IN YOUR VOUCHER THE ECONOMIC RESPONSIBILITY ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT AND APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU. IF THIS ITEM IS NOT IN YOUR VOUCHER, IT MEANS THAT THE EUROAMERICAN ASSISTANCE CARD FOR YOU. CHOSEN AND ACQUIRED DOES NOT HAVE THIS SERVICE.

### **C.3.21. SPORTS PRACTICE**

EUROAMERICAN ASSISTANCE will only assume expenses for events caused by the practice of sports when it is carried out exclusively as a RECREATIONAL activity and on regulatory walking tracks, in areas specifically suitable and authorized for this purpose, up to the limit indicated in your voucher for this concept. The following sports are excluded from this benefit: motorcycling, boxing, polo, water skiing, jet skiing, wave runner, snowmobile, quadricycles, all-terrain vehicles, snowboarding, skateboarding, parasail, rafting, diving, paddling, mountaineering, surfing, windsurfing, mountain bike, downhill, dangerous sports, extreme and high risk, etc. This list is enunciative but not limiting.

CHECK IN YOUR VOUCHER THE ECONOMIC RESPONSIBILITY ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU.

IF YOU DON'T FIGURE THIS ITEM IN YOUR VOUCHER, IT MEANS THAT THE EUROAMERICAN ASSISTANCE CARD FOR YOU. CHOSEN AND ACQUIRED DOES NOT HAVE THIS SERVICE.

### **C.3.22. CIVIL RESPONSIBILITY AGAINST THIRD PARTIES AND MATERIAL PROPERTY.**

#### **1. COVERAGE**

This benefit extends to cover up to the limit of the sum insured, the Civil Liability of the holder of the EUROAMERICAN ASSISTANCE card for personal and / or material damage caused to third parties and property, as a direct consequence of an accident, provided that it is not part of an exclusion of service mentioned in these General Conditions in the clause C.4.12. The nominal limit of the maximum amounts to assume agreed for this coverage is found in the Particular Conditions of this Policy.

### **C.3.23. EXCESS BAGGAGE**

When the airline charges a penalty for exceeding the allowed weight of luggage, Euroamerican Assistance will compensate the holder for 50% of the amount to be paid for that concept. This benefit will only apply to a leg of the trip either round trip and will be limited monetary USD 50.00 (Fifty with 00/100 US dollars). This refund will be granted only against the presentation of supporting documentation. To access this benefit, the holder must contact the Euroamerican Assistance plants within 24 hours of paying the excess baggage.

### **C.3.24. POST-TRAVEL AMBULATORY MEDICAL CONSULTATION**

Euroamerican Assistance will organize a (01) control appointment required by the service owner even after the expiration of their plan, at the place of issuance of the card or place of origin of the holder. This benefit will be granted provided that the holder has been medically assisted by Euroamerican Assistance during their travel within the validity of their plan.

## **C.4. GENERAL RESOLUTIONS**

### **C.4.1. HOLDER OF THE SERVICE**

Services provided by EUROAMERICAN ASSISTANCE will be granted only to the Holder of the Plan. These services are non-transferable to third parties. In order to receive the assistance services hereby included, the Holder should display the card and/or voucher EUROAMERICAN ASSISTANCE along with all personal documents that might be requested by EUROAMERICAN ASSISTANCE to prove Holder's identity, as well as any other information related to places or dates of the trip object of the service contracted.

### **C.4.2. TERRITORIAL VALIDITY**

#### **C.4.2.1 International**

Assistance services will only be granted in the country where EUROAMERICAN ASSISTANCE provides its services. Provision of these services in no case will be carried out in the country of habitual residence of the Holder and/or in the country of issuance of the card EUROAMERICAN ASSISTANCE and/or in the country where the Holder is when acquiring the product EUROAMERICAN ASSISTANCE and/or the place of birth of the Holder. Expenses done in assistance will be reimbursed only if they correspond and according to the terms of the Instructions for correct use of EUROAMERICAN ASSISTANCE services and the General Conditions of EUROAMERICAN ASSISTANCE services.

**NOTICE:** EUROAMERICAN ASSISTANCE will have the right to demand to the Holder the immediate reimbursement of all expenses improperly done: In case of having paid any service that having proven the financial obligation of the HMO and/or medical insurance company and/or health insurance and/or any kind of insurance policy and/or any service of which the Holder was beneficiary that was not paid or was paid only partially.

### **C.4.3. TEMPORARY VALIDITY**

BEFORE TRAVELLING, VERIFY IN YOUR VOUCHER AND/OR CARD THE DATES OF INITIATION AND COMPLETION OF VALIDITY OF THE PLAN EUROAMERICAN ASSISTANCE ACQUIRED BY YOU. Assistance services to be provided by EUROAMERICAN ASSISTANCE will be in force unique and exclusively during the validity indicated in the card and/or

voucher EUROAMERICAN ASSISTANCE. Validity will initiate from the date indicated as validity initiation in the voucher EUROAMERICAN ASSISTANCE and will be in force during the days paid to the rate established by EUROAMERICAN ASSISTANCE for the Plan EUROAMERICAN ASSISTANCE acquired, in the date of issuance of the card. Temporary validity of EUROAMERICAN ASSISTANCE services that the previous paragraph indicates will be in all the cases restricted complementarily:

1. - To the maximum quantity of consecutive days per trip, established in E. PARTICULAR CONDITIONS, and/or
2. - To validity days indicated in the voucher EUROAMERICAN ASSISTANCE, and/or
3. – To the maximum period of tourist stay permitted by the immigration authority of the destiny country, regardless of the quantity of countries that the Holder visits during card's validity.

**NOTICE:** These restrictions are applicable even though the card EUROAMERICAN ASSISTANCE has been contracted and issued for a longer period.

#### **C.4.4. CONSECUTIVE DAYS OF TRIP**

##### **C.4.4.1. INTERNATIONAL TRIPS**

In order to establish the period of consecutive days per trip, the dates of departure and arrival to the country of permanent and habitual residence of the Holder and/or the place where the card EUROAMERICAN ASSISTANCE was originally issued will be taken as basis. THIS CONDITION IS APPLICABLE TO SOME PLANS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS IF THE PLAN EUROAMERICAN ASSISTANCE ACQUIRED BY YOU INCLUDES THE RESTRICTION OF CONSECUTIVE DAYS PER TRIP.

#### **C.4.5. DETERMINATION OF THE KIND OF SERVICE / PRODUCT**

Only the amount paid by the Holder will determine the kind of plan acquired, therefore characteristics and restrictions for the plan. In case of differences between information recorded in the voucher and/or card related to validity and/or rate applicable to the plan EUROAMERICAN ASSISTANCE contracted, regarding to what was actually paid by the Holder; it will be taken as valid information that corresponding to the last.

#### **C.4.6. APPLICABLE RESTRICTIONS**

Monetary restrictions indicated in the voucher EUROAMERICAN ASSISTANCE will be applicable for the complete period of validity of the plan EUROAMERICAN ASSISTANCE acquired. This complete period of validity will be considered as unique and absolute, without harm that in the term comprised during the validity, the Holder makes more than a trip.

#### **C.4.7. COMPLETION OF VALIDITY**

Completion of validity of the plan EUROAMERICAN ASSISTANCE will imply automatically the cessation of all services detailed hereby, including any assistance initiated and in progress at the end of validity. Services from EUROAMERICAN ASSISTANCE will stop having validity from the moment that the Holder interrupts in an unforeseen form the trip, for any reason and returns to his/her place of habitual residence or to the country of issuance of the card. In that case the Holder will not have right to claim for any reimbursement for the period of time that did not use his/her Plan EUROAMERICAN ASSISTANCE. BEFORE TRAVELLING, VERIFY IN YOUR VOUCHER AND/OR CARD THAT VALIDITY PERIODS OF THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED ARE THE REQUESTED BY YOU.

#### **C.4.8. COMMUNICATIONS RECORDING AND MONITORING**

EUROAMERICAN ASSISTANCE reserves the right to record and audit telephone conversations that considers necessary for the good development of services provision. The Holder admits and accepts this condition and the eventual utilization of these records as probative means in case of controversy regarding to the assistance provided.

#### **C.4.9. SUDDEN AND ACUTE ILLNESSES**

Medical services and financial obligations expressed hereby will only rule for accidents and/or sudden and acute illnesses suffered/caught after initiating EUROAMERICAN ASSISTANCE Plan's validity or Holder's trip, the one that is later. EUROAMERICAN ASSISTANCE reserves the right to investigate the truthfulness of Holder's statement related to it.

#### **C.4.10. RELEASE OF MEDICAL RECORDS**

In all the cases that EUROAMERICAN ASSISTANCE requires it, the Holder should grant authorizations to release medical records filling the RECORD RELEASE FORM or sending it by fax to the Central EUROAMERICAN ASSISTANCE that requests it.

#### **C.4.11. IRREVOCABLE AUTHORISATION FOR REQUESTING MEDICAL INFORMATION**

The Holder authorizes absolute and irrevocably to EUROAMERICAN ASSISTANCE requiring on his/her behalf any medical information to foreign or local professionals, in order to evaluate and eventually decide about restrictions applicable in cases of chronic or pre-existing diseases or those restrictions related to the condition that has originated the assistance. EUROAMERICAN ASSISTANCE OFFERS PLANS THAT INCLUDE ASSISTANCE FOR PRE-EXISTENT DISEASES ONLY FOR EMERGENCIES. VERIFY IN E. PARTICULAR CONDITIONS, ASK YOUR TRAVEL AGENT OR IN THE OFFICES OF EUROAMERICAN ASSISTANCE.

#### **C.4.12. EVENTS AND EXPENSES EXCLUDED**

Is excluded all intervention or provision of services from EUROAMERICAN ASSISTANCE in the following cases:

##### **C.4.12.1. CHRONIC OR PRE-EXISTENT DISEASES**

Are specifically excluded examinations, studies and/or treatments related to chronic or pre-existing or congenital or recurrent diseases - known or not by the Holder - suffered before the beginning of validity of the plan EUROAMERICAN ASSISTANCE and/or the trip, the one that is later. Are also excluded its aggravation, sequels or consequences (even when they appear for the first time during the trip). To the effects of the present Contract of Adhesion, is understood by disease or preexisting conditions: -Those suffered before the initiation of use of the card EUROAMERICAN ASSISTANCE - Those declared later, but that for their development have required a period of incubation, formation or evolution inside the organism of the Holder, initiated before the date of beginning of use of the Plan or the trip - Those suffered during the use of a previous Plan EUROAMERICAN ASSISTANCE. EUROAMERICAN ASSISTANCE will not take charge of examinations or hospitalizations tending to evaluate the medical condition of pre-existing diseases and/or to rule out its relation with the condition that motivates the assistance. EUROAMERICAN ASSISTANCE OFFERS PLANS THAT INCLUDE ASSISTANCE FOR PRE-EXISTING DISEASES ONLY FOR EMERGENCY. VERIFY IN E. PARTICULAR CONDITIONS THE CHARACTERISTICS OF THE PLAN ACQUIRED BY YOU, IN THE CASE OF PLANS THAT INCLUDE ASSISTANCE FOR PRE-EXISTING DISEASES THE AMOUNT EXPRESSED WILL APPLY FOR ALL CONCEPTS; INCLUDING MEDICINE, EXAMINATIONS, ODONTOLOGY, ETC.

##### **C.4.12.2. ENDEMIC OR EPIDEMICAL DISEASES**

Assistance for diseases as cholera, endemic, epidemical and/or pandemic, having or not the Holder followed the suggestions and/or indications about trip restrictions and/or prophylactic treatment and/or vaccination from health authorities.

##### **C.4.12.3. QUARREL, STRIKE OR TUMULT. ILLEGAL ACTS OR WILLFUL MISCONDUCT**

Conditions, illnesses or lesions directly or indirectly resulting from quarrel (except because of proven self-defense), strike, and acts of vandalism or people's tumult in which the Holder might have taken part as active element. Trying to or committing illegal or criminal acts; and in general, any willful misconduct from the Holder, including the provision of false information or different from reality.

##### **C.4.12.4 SUICIDE**

Conditions, illnesses or lesions resulting from trying to commit suicide or caused intentionally by the Holder to him/herself.

##### **C.4.12.5. DRUGS, NARCOTICS AND/OR SIMILAR**

Treatment of diseases or pathological states produced by intentional use or consumption of toxic substances (drugs), narcotics or for ingestion of medicine with no medical prescription. In addition, conditions, illnesses or lesions deriving from the intake of alcoholic drinks of any kind, including detoxification treatment or other that might be indicated.

##### **C.4.12.6. ATTENTION FOR PERSONS OR PROFESSIONALS NOT RELATED TO EUROAMERICAN ASSISTANCE**

Conditions, illnesses or lesions, consequences or complications resulting from treatment or assistance received by the Holder from persons or professionals not related to EUROAMERICAN ASSISTANCE.

##### **C.4.12.7. SPORTS**

Is excluded any assistance that might occur as consequence of training, practice (training and/or hobby) or active participation in all kind of sport competition (professional or amateur). In addition is expressly excluded any assistance requested as consequence of practicing dangerous or high-risk sports, including but not restricted to: motorcycling, boxing, polo, water skiing, jet skiing, wave runner, snow motorcycling, all-terrain vehicles, snowboarding, skate boarding, parasailing, rafting, diving, hang gliding, mountaineering, surfing, windsurfing, mountain bike, downhill, etc. Any assistance that might be requested as consequence of practicing ski and/or other winter sports not mentioned in the previous paragraph out of regular/authorized tracks/rinks is also excluded.

##### **C.4.12.8. AIR TRIPS**

Air trips in airplanes not assigned or authorized for public transportation.

##### **C.4.12.9. PREGNANCY AND CHILDBIRTH**



Checkups, examinations and pregnancy complications. Childbirths. Abortions, from any etiology.

**C.4.12.10. MENTAL AND/OR SIMILAR DISEASES**

Psychological, mental, emotional diseases; psychosis, neurosis, and any of their immediate or indirect consequences, as well as remedy with sleep.

**C.4.12.11.** Some diseases or ailments excluded, as well as their consequences and complications; there are diseases and / or ailments that due to their evolution and appearance can be considered sudden or acute; However, this does not mean that they do not have and/ or are exacerbations of diseases and/ or basic ailments and/ or considered pre-existing, which are also excluded, including but not limited to: Cardiovascular diseases, blood pressure (hypertension and hypotension), heart attack, atherosclerosis, myocardial infarction, coronary thrombosis, coronary occlusion, angina pectoris, coronary artery spasm, strokes regardless of their etiology, as well as its exacerbations and/or sequels of any kind.

Metabolic and gastrointestinal diseases, gastritis, appendicitis, diabetes, hepatitis, pancreatitis, ulcers, any type of intestinal sub-occlusion, diverticula and diverticulosis whatever its etiology, as well as its exacerbations and/or sequelae of any kind. Kidney Diseases and Infections, nephritic colic, pyelonephritis, whatever its etiology, as well as its exacerbations and / or sequelae of any kind.

Respiratory diseases, allergy-induced asthma.

**Sarcoidosis**

Bone diseases, osteoporosis.

Cataract, glaucoma and pterygium.

Tonsil extraction.

Hypo and hyperthyroidism.

Hernias

Prostate.

Rheumatic diseases, arthritis.

**Neuromuscular diseases**, cephalgia (headaches), migraines whatever their etiology, Alzheimer's disease, Parkinson's disease, back pain.

**Labyrinthitis**

Cancer, tumors, neoplasms, whatever their etiology, as well as their exacerbations and / or sequelae of any kind.

**Gastroesophageal reflux**, as well as its exacerbations and / or sequelae of any kind. Diagnoses, injuries, and / or congenital defects.

**Syncope and / or collapse**

**Surgeries:** Aesthetic and / or reconstructive plastic, mammoplasty, gynecomastia, as well as obesity treatments or operations.

**Post-surgery**, bariatric, gastric bands or some type of digestive surgery. Complications derived from the use of contraceptive methods.

**Vertigo of any kind.**

Expenses for the purchase of organs.

Nonspecific pain whatever its etiology, as well as its exacerbations and / or sequelae of any kind.

**Cerebral infarction** of any type, infarction and / or lacunar state, facial paralysis whatever its etiology, as well as its exacerbations and / or sequelae of any type.

**Podiatric care**, including foot care related to nails, calluses, flat feet, weak arches, weak feet and shoe supports of any type, as well as orthopedic shoes.

**C.4.12.12. HIV**

Human immunodeficiency virus, AIDS and HIV in all their forms, as well as its aggravation, sequels and consequences. Venereal and sexually transmitted diseases.

**C.4.12.13.** Medical visits non-authorized by EUROAMERICAN ASSISTANCE Control medical visits, checkups and long-term treatments that previously and expressly are not authorized by EUROAMERICAN ASSISTANCE Medical Staff. In case of control medical visits is Holder's obligation notifying these in advance to the central of EUROAMERICAN ASSISTANCE, in order to obtain the respective authorization, not fulfilling this requirement exempts EUROAMERICAN ASSISTANCE from assuming any coverage.

**C.4.12.14.** Prosthesis and similar

Expenses on prosthesis, orthoses or any kind of mechanic help, whether they are of internal or external use, including but not restricted to: orthopedic articles, dental prosthesis, hearing aids, prescription glasses, contact lenses, splints, crutches, nebulizers, respirators, etc.

**C.4.12.15.** Treatments

Dental, ophthalmological and otorhinolaryngologist treatments, except for emergency medical attention as described hereby.

**C.4.12.16. Examinations and routine checkups** Examinations and routine checkups, even those that are not related to a diagnosed and proven disease, as well as those that are not direct consequence of a disease or accident object of EUROAMERICAN ASSISTANCE services.

**C.4.12.17. Age**

Holder's age, when it exceeds the limit established in E. Particular Conditions corresponding to the Plan EUROAMERICAN ASSISTANCE acquired.

**C.4.12.18. Non-authorized expenses**

Expenses on hotel, restaurant, taxi, communications, laundry, mini bar, room service, etc that have not been expressly authorized by EUROAMERICAN ASSISTANCE central.

**C.4.12.19. Escorts and extra expenses**

In cases of Holder's hospitalization, are expressly excluded all extra expenses as well as escort's.

**C.4.12.20. Medicine expenses**

Expenses on medicine that does not correspond to that prescribed by EUROAMERICAN ASSISTANCE attending physician, or that are not in the medical formulas, as well as medicine that do not correspond to the treatment object of assistance.

**C.4.12.21. Second consultations**

Are excluded second medical consultations or controls without previous authorization from EUROAMERICAN ASSISTANCE central, even though the attending physician of the first consultation has requested them. In this case, is Holder's obligation notifying and requesting authorization to EUROAMERICAN ASSISTANCE providing medical information of the first consultation.

**IMPORTANT:** In case of ascertaining that the reason of the trip was treatment for a base disease and if the current treatment has some direct or indirect relation with the previous condition, EUROAMERICAN ASSISTANCE remains exempt from providing its services, in accordance with what is foreseen in Clause C.4.12 EVENTS AND EXPENSES EXCLUDED of these General Conditions. EUROAMERICAN ASSISTANCE reserves the right to investigate the link between the current facts with the previous condition.

**C.4.12.22. Alternative Medicine, treatments with natural and / or processed plants, homeopathic treatments.**

**IMPORTANT NOTICE:** In case that the sums invoiced for assistance services and/or services in general exceeds the amounts of assistance contracted in your card EUROAMERICAN ASSISTANCE, these differences should be paid first and unavoidably by the Holder. EUROAMERICAN ASSISTANCE will not be responsible of those invoices if the Holder had not paid the differences of the invoices first.

**C.4.13. SPECIAL RESTRICTIONS AND EXCLUSIONS FOR AGE**

For all passengers older than 70 years, will apply the following condition: Whatever is the product acquired, if it has validity longer than 60 days, amounts for all services since the day 61 will be considered at 50 per cent (50%) of what is stipulated in E. Particular Conditions. RESTRICTIONS ESTABLISHED NEXT APPLY TO SOME PLANS EUROAMERICAN ASSISTANCE, VERIFY IN E. PARTICULAR CONDITIONS IF THE PLAN EUROAMERICAN ASSISTANCE CONTRACTED BY YOU INCLUDES AGE RESTRICTIONS AND EXCLUSIONS. IN THAT CASE, EUROAMERICAN ASSISTANCE SERVICES WILL BE AFFECTED FOR THE FOLLOWING RESTRICTIONS AND EXCLUSIONS:

**C.4.13.1. Global Maximum Amount**

If the Holder was comprised in the restrictions for age indicated in E. Particular Conditions and suffered lesions because of an accident, as described in Clauses C.2. Definitions and C.4.13. Special restrictions and exclusions for age, the global maximum amount of medical expenses for disease will apply. This restriction will apply unavoidably and independently if the product EUROAMERICAN ASSISTANCE had a global maximum amount for medical expenses and another different for diseases.

**C.4.13.2. Medicines**

If the Holder was comprised in the restrictions for age indicated in E. Particular Conditions, the limit for expenses will be in all cases and for all concepts that indicated as "outpatient assistance"

**C.4.13.3. Implants or prosthesis replacement and similar**

If the Holder was comprised in the restrictions for age indicated in E. Particular Conditions, are expressly excluded surgical interventions that require implant, replace and/or repairing: Prosthesis, Orthoses, Mechanic helps or similar elements whether external or internal. As well as all expenses originated before, during or after the surgical intervention; including but not restricted to: complementary clinical studies, medical and/or assistance fees, pre or post-surgical therapy, air tickets change, etc.

#### **C.4.13.4. Medical repatriation**

It is excluded medical repatriation from any origin, if the Holder was comprised in the restrictions for age in E. Particular Conditions corresponding to the product EUROAMERICAN ASSISTANCE acquired.

#### **C.4.14. EXTENSION OF EUROAMERICAN ASSISTANCE SERVICES FOR TRIP CONTINUATION**

**C.4.14.1.** Requests for issuance of a new plan EUROAMERICAN ASSISTANCE should be placed before the completion of validity of the plan previously contracted; this extension will be granted to the sole discretion and approval of EUROAMERICAN ASSISTANCE.

**C.4.14.2.** The Holder may request the issuance of a new plan to the closest office of EUROAMERICAN ASSISTANCE or to the issuer of the previous plan.

**C.4.14.3.** Payment procedures of the new plan will be those indicated by the office of EUROAMERICAN ASSISTANCE where the Holder resorts.

**C.4.14.4.** New EUROAMERICAN ASSISTANCE plan's validity should be immediately consecutive to the previous/original.

**C.4.14.5.** New EUROAMERICAN ASSISTANCE plan issued under the conditions mentioned in this clause will not be used under any concept or circumstance to initiate or continue treatments and/or assistance of/for medical problems that might have arisen during the validity of the original/previous EUROAMERICAN ASSISTANCE plan. Independently that the arrangements or treatments in process have been indicated by EUROAMERICAN ASSISTANCE or third parties. It is worth mentioning that this new voucher and/or card will have US \$ 300 as deductible for the first attention. **C.4.14.6.** The Holder may acquire one or more plans EUROAMERICAN ASSISTANCE, only if the validity accumulated of those plans is no longer than 90 days and/or the maximum of consecutive days per trip indicated in E. Particular Conditions corresponding to the Plan EUROAMERICAN ASSISTANCE originally acquired.

**C.4.14.7.** Assistance amounts for the service of compensation and indemnity of luggage included in some products EUROAMERICAN ASSISTANCE will not be granted to extensions or renewals of cards done in other countries. In case of requiring that the new card includes these services, this should be acquired and paid only and exclusively in the country where the original was issued.

#### **C.4.15. COMMUNICATION OF CONTRACTING AND VALIDITY OF THE PRODUCT ACQUIRED**

A requirement of plan's validity will be that the issuer agent trustworthily communicates to EUROAMERICAN ASSISTANCE the contracting prior to the initiation of validity. As well as making the payment of the product acquired. No validity changes or cancellation of EUROAMERICAN ASSISTANCE plan will proceed under any circumstance, once validity has initiated.

#### **C.5. OBLIGATIONS OF EUROAMERICAN ASSISTANCE**

**C.5.1.** EUROAMERICAN ASSISTANCE obligations expressed hereby will apply only for accidents and/or sudden and acute diseases caught after EUROAMERICAN ASSISTANCE plan's validity or trip's initiation, the one that is later.

**C.5.2.** Refer to C.4.12.

**C.5.3.** EUROAMERICAN ASSISTANCE reserves the right to investigate truthfulness on Holder's statements. EUROAMERICAN ASSISTANCE will have the right to demand from the Holder immediate reimbursement for all expenses improperly done, in case of having paid any service that – having previously proven the financial liability of the HMO and/or medical insurance company and/or health insurance and/or any kind of insurance policy and/or service whose beneficiary was the Holder – had not been paid or had been paid only partially.

#### **C.6. OBLIGATIONS OF THE HOLDER**

In all cases and for all services, the Holder agrees to:

##### **C.6.1. PREVIOUS AUTHORISATION**

Request and receive authorization from a Central EUROAMERICAN ASSISTANCE, before taking any initiative or engaging any expense, according to the procedure indicated in clauses A- INSTRUCTIONS FOR CORRECT USE OF EUROAMERICAN ASSISTANCE SERVICES. Not fulfilling this procedure exonerates immediately EUROAMERICAN ASSISTANCE from any obligation or liability.

##### **C.6.2. OBLIGATION OF INFORMING WITHIN THE FIRST 24 HOURS**

**C.6.2.1.** If in emergency was impossible to contact a Central EUROAMERICAN ASSISTANCE and requesting the previous authorization aforementioned, the Holder may resort to the closest medical emergency service. In all cases, the Holder should communicate to EUROAMERICAN ASSISTANCE the emergency suffered and the assistance received from the place where it occurred, as soon as possible and always within the first 24 hours, for such case the Holder should provide original proof and receipts to demonstrate that situation. Not fulfilling this procedure exonerates EUROAMERICAN ASSISTANCE from any obligation and liability.

**C.6.2.2.** Previous case evaluation and once ruled out likely exclusions; EUROAMERICAN ASSISTANCE will take charge of expenses done because of the assistance up to the amounts established for the assistance given, according to the plan EUROAMERICAN ASSISTANCE acquired, if the values adjust to the customary in the country or region where the event occurred. No reimbursement will proceed if the procedures established in the INSTRUCTIONS FOR CORRECT USE OF EUROAMERICAN ASSISTANCE SERVICES are not strictly fulfilled.

**C.6.3. DOCUMENTS PROVISION**

The Holder should provide to EUROAMERICAN ASSISTANCE all documents that allow to establish if the coverage/assistance proceeds, apart from all original receipts of expenses refundable by EUROAMERICAN ASSISTANCE and all medical records, even previous to the trip or any kind of information that eventually results necessary to EUROAMERICAN ASSISTANCE in order to provide its services.

**C.6.4. TICKETS SUBMITTAL**

The holder should submit to EUROAMERICAN ASSISTANCE all transportation tickets (aerial or not) that possesses, in those cases when EUROAMERICAN ASSISTANCE takes charge of any difference in the original transportation ticket(s) or when EUROAMERICAN ASSISTANCE provides Holder's repatriation for severe accident or decease. In all cases, EUROAMERICAN ASSISTANCE will respond only for the difference of fare that might exist whenever it corresponds.

**C.7 SUBROGATION AND RIGHTS SUBMITTAL**

**C.7.1.** Up to the concurrence of sums paid out fulfilling the obligations that emanate from these General Conditions of EUROAMERICAN ASSISTANCE Services. EUROAMERICAN ASSISTANCE will automatically remain subrogated on rights and actions that might correspond to the Holder or inheritors against third parties whether individuals or corporate entities and/or public and/or official entities in virtue of the event that generated the assistance provided. **C.7.2.** The Holder agrees to pay immediately to EUROAMERICAN ASSISTANCE any amount received as advance payment on account as final indemnity settlement to which the Holder may have right from the individual causing or responsible of the accident and/or the insurance company(ies). This payment is on concurrence of amounts on charge of EUROAMERICAN ASSISTANCE.

**C.7.3.** Not considering the following statement as restrictive, in the subrogation are expressly comprised the rights and actions susceptible of execution regarding to the next entities: - Third parties responsible for accident (any kind of accident) - Transport companies, related to the restitution – total or partial – of non-used tickets fare, when EUROAMERICAN ASSISTANCE has taken charge of Holder's or his/her remains transportation.

**IMPORTANT:** The Holder irrevocably submits on behalf of EUROAMERICAN ASSISTANCE the rights and actions comprised in this clause. The Holder agrees to fulfill all the judicial acts that for such purpose result necessary as well as paying all collaboration requested regarding to the fact occurred. Refusing to subscribe, not paying collaboration and not submitting those rights exempts automatically EUROAMERICAN ASSISTANCE from paying any assistance expense.

**C.8. EXCEPTIONAL AND/OR FORCE MAJEURE CIRCUMSTANCES**

By means of this Contract of Adhesion , EUROAMERICAN ASSISTANCE is expressly free, exempt and excused from any of its obligations and liabilities if the Holder suffers damage or requires assistance as consequence and/or because of exceptional or force majeure circumstances. Amongst others: catastrophes, earthquakes, floods, tempests, international or civil war declared or not, rebellions, internal commotion, guerrilla or anti-guerrilla acts, hostilities, reprisals, conflicts, seizures of property, pressures, strikes, popular movements, sabotage or terrorism acts, etc; as well as problems and/or delays that result from the termination, interruption or suspension of communication services. When this kind of elements intervened and once they are overcame, EUROAMERICAN ASSISTANCE agrees to execute its obligations within the shortest term possible.

**C.9. EXPENSES NOT CONSIDERED IN THE CONTRACT AND INTERVENTION OF OTHER COMPANIES.**

**C.9.1.** EUROAMERICAN ASSISTANCE reserves the right to demand from the Holder, reimbursement for any expense that had done exceeding the terms and/or conditions of services provision established hereby and/or after plan's validity.

**C.9.2.** Under no circumstance EUROAMERICAN ASSISTANCE will provide new services to the Holder nor will do reimbursement of any kind of expenses if the Holder requests or has requested assistance for the same problem or condition to any other company; before, during or after having requested it to EUROAMERICAN ASSISTANCE.

**C.10. LIABILITY**

Service given by EUROAMERICAN ASSISTANCE according to the terms of this Contract of Adhesion is exclusively restricted to facilitate access to professionals that provide – under their sole responsibility – medical, pharmaceutical, legal and/or general assistance services to the Holder. Thus, EUROAMERICAN ASSISTANCE will not

be responsible, whether directly or indirectly, of any likely claim from the Holder regarding to services provided by the professionals aforementioned.

#### **C.11. JURISDICTION**

For all legal matters regarding to the contractual relation between the Holder and EUROAMERICAN ASSISTANCE is expressly agreed the jurisdiction of the capital of the country where the plan EUROAMERICAN ASSISTANCE was originally issued, excluding any other authority or jurisdiction.

#### **C.12. PRESCRIPTION**

All legal action deriving from the relation established between the Holder and EUROAMERICAN ASSISTANCE will prescribe 180 (one hundred eighty) consecutive days after occurring the event that originates that legal action.

### **D. LUGGAGE SERVICE / CANCELLATION OF TRIP / COMPENSATIONS IMPORTANT**

#### **D.1. SERVICE OF COMPENSATION AND INDEMNITY OF LUGGAGE**

THIS SERVICE IS NOT APPLICABLE TO SOME PLANS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS CHARACTERISTICS AND FINANCIAL OBLIGATION ASSUMED BY EUROAMERICAN ASSISTANCE FOR THIS CONCEPT APPLICABLE TO THE PLAN ACQUIRED BY YOU.

##### **D.1.1. FAVOURED PERSONS**

The Holder of a card EUROAMERICAN ASSISTANCE is automatically favored and with no additional charge, when E. Particular Conditions indicate these services.

##### **D.1.2. BENEFITS**

###### **D.1.2.1 DELAY IN LUGGAGE FINDING**

Delay in luggage finding during its international transportation in airplane of regular airline (of publicized itinerary, do not apply charter flights), whenever it is dispatched in the vault of the same airplane. THIS SERVICE IS EXCLUDED IN SOME PLANS EUROAMERICAN ASSISTANCE. VERIFY THE CHARACTERISTICS OF THE PLAN EUROAMERICAN ASSISTANCE ACQUIRED BY YOU IN E. PARTICULAR CONDITIONS.

###### **D.1.2.2 MISLAY OF LUGGAGE**

Loss of luggage (complete piece of luggage) during international transportation (from country to country) in airplane of regular airline (of publicized itinerary, do not apply charter flights) and dispatched in the vault of the same airplane. **D.1.3 COMPENSATION / INDEMNITY SERVICE**

###### **D.1.3.1 Compensation for delay in luggage finding**

**D.1.3.1.1.** EUROAMERICAN ASSISTANCE will reimburse to the Holder up to US \$ 200 (two hundred dollars) for expenses deriving from buying basic need articles in the lapse of delay in luggage finding and only if this is not found in the first 36 hours (thirty-six hours) counting from the moment that EUROAMERICAN ASSISTANCE has been reported about the missing of luggage.

**D.1.3.1.2** If luggage was not found within the first 10 (ten) days counting from the date that the Holder informed EUROAMERICAN ASSISTANCE about the mislay, the Holder will receive from EUROAMERICAN ASSISTANCE an additional amount up to complete the total sum indicated in E. Particular Conditions of Plans for this concept. **IMPORTANT:** The aforementioned payments apply only to expenses previously requested to and authorized by the central of EUROAMERICAN ASSISTANCE, all reimbursement requests for expenses done without previous authorization will be denied. In addition, these reimbursements apply only for buying basic need articles, any other sumptuous expense or not considered as basic need will not be reimbursed.

**D.1.3.2.** Indemnity for mislay of luggage EUROAMERICAN ASSISTANCE will indemnify the Holder per kilogram dispatched and complete piece of luggage lost and up to the maximum amount established in E. Particular Conditions. **D.1.3.3 General Regulations for compensation / indemnity**

**D.1.3.3.1** Value per kilogram dispatched applicable to the product EUROAMERICAN ASSISTANCE acquired by you is US \$ 40 (forty dollars) complementary to what is paid by the airline. Except for the products CLASSIC, STUDENT and CLASSIC SENIOR, whose value is US \$ 20 (twenty dollars) complementary per kilogram.

**D.1.3.3.2** The Holder will have the right to receive up to the maximum amount indicated in E. Particular Conditions as unique sum by concept of compensation and/or indemnity, no matter how many events (delay or loss) may occur during the validity of your card EUROAMERICAN ASSISTANCE, even if the card had annual validity.

**D.1.3.3.3** Actual value of missing luggage will not be considered.

**D.1.3.3.4** Holder's indemnity will be in all cases and for all EUROAMERICAN ASSISTANCE plans complementary to what is paid by the airline, that is to say that the amount already paid by the airline will be discounted.

**D.1.3.3.5** Reimbursement of expenses deriving from delay or loss of luggage should be processed by the Holder in any central EUROAMERICAN ASSISTANCE. If the Holder was in a place where EUROAMERICAN ASSISTANCE has no offices, he/she should unavoidably communicate to EUROAMERICAN ASSISTANCE International Central and follow the indications to obtain the compensation. This compensation will always be subject to the presentation and verification of evidence in any office of EUROAMERICAN ASSISTANCE.

**D.1.3.3.6** To obtain the reimbursement of expenses deriving from delay or loss of luggage, the Holder should remain abroad during the minimal terms stipulated (36 hours or 10 days) and the Plan EUROAMERICAN ASSISTANCE should be valid throughout the trip.

**D.1.3.3.7** If the ascertainment of missing or loss of luggage occurs in the flight returning to the country of issue and/or habitual residence of the Holder, no compensation will be granted for delay in luggage finding.

#### **D.1.4 NECESSARY DOCUMENTS**

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

**D.1.4.2** Passport, EUROAMERICAN ASSISTANCE voucher, air tickets.

**D.1.4.3** Original receipts of expenses done (for compensation of expenses for delay in luggage finding)

**D.1.4.4** Original receipt or notary copy of the check given by the airline as indemnity (to indemnify the total loss)

**D.1.4.5** Original receipt or notary copy of the check given by the airline as indemnity (to indemnify the delay)

#### **D.1.5 PARTICULAR CONDITIONS OF LUGGAGE SERVICE**

**D.1.5.1** Damages in luggage or partial or total missing of content will not be subject to any compensation or indemnity. **D.1.5.2** Total loss indemnity will be paid exclusively in the country where the Plan was issued, only after presenting trustworthy proof of indemnity received from the airline (notary copy of the check or receipt). Without that proof, it will not be possible to obtain any reimbursement, considering that the compensation is complementary to that given by the airline.

**D.1.5.3** All compensations or indemnities described are given per person not per piece of luggage mislaid. When two or more persons share the same piece of luggage mislaid/lost, the payment of compensations and/or indemnities will be done proportionally.

**D.1.5.4** All compensations or indemnities described will be paid in the currency of the country where the payments were done. The exchange rate to apply will be the current in the date of issuance of Holder's plan.

#### **D.1.6 REQUIREMENTS TO OBTAIN COMPENSATIONS AND/OR INDEMNITIES OF LUGGAGE SERVICE**

**D.1.6.1** Stuck on the identification label of EUROAMERICAN ASSISTANCE on exteriors of the luggage mislaid/lost.

**D.1.6.2** Mislaid/loss of luggage should have occurred during its transportation in international flight (between two countries) in airplane of regular airline; do not apply charter or domestic flights in the origin country or abroad.

**D.1.6.3** Luggage should have been duly dispatched in the vault of the same airplane.

**D.1.6.4** Loss of luggage should have occurred between the moment that it was given to the authorized airline personnel in order to be loaded and the moment that it should be returned to the Holder at the end of the flight.

**D.1.6.5** Luggage should have been mislaid out of the country of plan's issue and/or out of the country of habitual residence of the Holder, except for losses occurred in international flights that arrive to that country.

**D.1.6.6** Luggage missing should have been reported immediately to the airline before leaving the precinct of luggage return, obtaining the Holder written proof for such missing, by means of P.I.R. form (Property Irregularity Report) **D.1.6.7** The Holder should have reported the loss to EUROAMERICAN ASSISTANCE unavoidably before leaving the airport where the missing was ascertained.

**D.1.6.8** The airline should have taken charge of its obligation (the aforementioned loss) and paid to the Holder the corresponding indemnity. The Holder should prove the admission of obligation from the airline by means of trustworthy proof.

**D.1.6.9** The Holder should come to any EUROAMERICAN ASSISTANCE office and complete the request for indemnity, with all documents required, according to clauses D.1.4 Necessary Documents, and D.1.6 Requirements to obtain compensations and/or indemnities of luggage service.

#### **D.2. COVERAGE TERRITORIAL VALIDITY**

The coverage will not be valid under any circumstance inside the Holder's country of residence or the country of issue of the Plan EUROAMERICAN ASSISTANCE, or the country where the Holder is when acquiring the plan. The coverage will only be valid when the Holder is travelling in international flight of scheduled airline, out of the territorial frontiers of Holder's residence country or plan's country of issue or where the Holder is when acquiring the plan.

#### **D.3. REQUIREMENTS TO OBTAIN INDEMNITY**

To obtain indemnity, the Holder should fulfill the requirements indicated in clause C.6 Obligations of the Holder in the General Conditions of EUROAMERICAN ASSISTANCE Services.

#### **D.4. GUARANTEE OF CANCELLATION**

THIS BENEFIT IS NOT APPLICABLE TO SOME PRODUCTS EUROAMERICAN ASSISTANCE. VERIFY IN E. PARTICULAR CONDITIONS THE CHARACTERISTICS AND THE LIMIT OF FINANCIAL OBLIGATION CORRESPONDING TO THE PRODUCT EUROAMERICAN ASSISTANCE ACQUIRED BY YOU. THIS GUARANTEE IS VALID ONLY FOR INTERNATIONAL TRIPS

##### **D.4.1 PROTECTED PERSONS**

The Holder of a card EUROAMERICAN ASSISTANCE is automatically protected with no further charges, when the particular conditions corresponding to the product EUROAMERICAN ASSISTANCE acquired indicate this benefit.

##### **D.4.2 INVOLVED BENEFIT**

Irreparable loss of deposits or expenses paid in advance for the trip, according to the General Conditions of the Contract signed by the Holder and the Travel Agency and/or Tourist Operator, only if this cancellation is produced necessarily and unavoidably as consequence of:

A) Death or severe disease of the Holder, as a matter of urgency (non-pre-existent when issuing the certificate and even though it was not known by the one who caused the disaster), and that generates the hospitalization or inhibits the movement, causing prostration in the Holder, hence making impossible initiating or continuing the trip.

B) Death or hospitalization longer than 3 (three) days because of accident or acute disease declared suddenly to the spouse, parents, siblings, or children of the Holder. This statement is strict and restrictive.

C) When the Holder received trustworthy notification to appear before Justice, in these cases the Holder should have received this notification after contracting the service.

D) When the Holder has been declared into quarantine by competent health authority after contracting the trip.

**NOTICE:** Coverage under assumptions foreseen in B), C) and D) above, will apply to spouse and children of the Holder, in case that they travel with the Holder, provided that they are also Holders, and that because of death, accident, disease, judicial notification, and/or declaration of quarantine, the aforementioned persons should also cancel their trip.

##### **D.4.3 GUARANTEE VALIDITY**

This guarantee rules from the moment the Holder contracts the trip and up to the end of it.

##### **D.4.4 GUARANTEE COMMITMENT**

Up to the maximum amount indicated in E. Particular Conditions of the product EUROAMERICAN ASSISTANCE acquired. No indemnity will be paid under this concept when the cancellation or interruption is produced as consequence of:

A) Chronic or pre-existent disease, suffered prior to the date of certificate's issuance; known or not by the one who caused the event (the Holder, spouse, parents, siblings or children), as well as its aggravation, consequences and sequels.

B) Accidents caused directly or indirectly because of practicing dangerous or high- risk sports, including but not restricted to: motorcycling, boxing, polo, water skiing, jet skiing, wave runner, snow motorcycling, all-terrain vehicles, downhill, snowboarding, skate boarding, parasailing, rafting, diving, hang gliding, mountaineering, surfing, windsurfing, mountain bike and any other exercise or athletic or acrobatic contest that implies exceptional risks or while participating or going on tours to unexplored zones.

C) Participation in criminal venture.

D) Wounds caused by the Holder him/herself.

E) Alcoholism

F) Use of drugs, addiction or utilization of medicine with no medical prescription

G) Pregnancy (except if it was proven after reserving the trip)

H) Any sort of mental disease

I) Persons older than 69 years when contracting the trip.

**IMPORTANT NOTICE:** The Holder will only be able to receive this benefit if the product EUROAMERICAN ASSISTANCE has been acquired at the same moment of contracting the trip, no claims for this benefit are allowed if the Plan was contracted after contracting the trip.

##### **D.4.6. SUBROGATION**

The Holder submits to EUROAMERICAN ASSISTANCE all rights and allows actions that might correspond against individuals or corporate entities by damages caused, up to the amount that EUROAMERICAN ASSISTANCE pays as refund per event.

##### **D.4.7. EVENTS**

The Holder, under penalty of guarantee nullity, should communicate to EUROAMERICAN ASSISTANCE trustworthily, immediately and within the 24 hours the event occurred. Thus, EUROAMERICAN ASSISTANCE may verify by means of its Medical Staff the fact reported. Besides, the Holder should submit to EUROAMERICAN ASSISTANCE the following elements:

- 1) Complete round tickets
- 2) Passport copies
- 3) EUROAMERICAN ASSISTANCE voucher
- 4) Invoices and receipts of payments done to the travel agency where the services were contracted; these invoices and receipts should fit with the statements made by the travel agency to EUROAMERICAN ASSISTANCE
- 5) In case of accident or disease, the Holder should submit complete medical records
- 6) In case of death a copy duly legalized of the respective certificate should be submitted
- 7) Proof of familiar link

#### **D.4.8. REIMBURSEMENTS**

EUROAMERICAN ASSISTANCE will compensate to the Holder in the same currency that he/she had paid the trip, with a total amount according to the information that is in the receipts given by the agency. If there were legal impediments to make the payment in foreign currency, the payment will be done considering the selling exchange rate of the day before the payment.



## **E. PARTICULAR CONDITIONS**

	<b><u>PLATINUM</u></b>	<b><u>GOLD</u></b>	<b><u>INTERNATIONAL</u></b>	<b><u>CLASSIC</u></b>
<b>1. Medical Assistance By Accident</b>	\$ 200,000	\$ 100,000	\$ 40,000	\$ 10,000
<b>2. Medical Assistance Due To Illness</b>	\$ 200,000	\$ 100,000	\$ 40,000	\$ 10,000
<b>3. Medical Assistance Due To Illness Or Accidents (Non-European Countries)</b>	-	-	\$ 50,000	-
<b>4. Outpatient Medications</b>	\$ 1000	\$ 800	\$ 370	\$ 300
<b>5. Hospitalization Medications</b>	\$ 1,500	\$ 1,000	\$ 350	\$ 500
<b>6. Odontology</b>	\$ 1000	\$ 800	\$ 230	\$ 200
<b>7. Repatriation / Health Transfer</b>	\$ 100,000	\$ 50,000	\$ 30,000	INCLUDED (1)
<b>8. Family Transfer For Hospitalization</b>	YES	YES	YES	YES
<b>9. Hotel For Convalescence</b>	UNTIL \$ 560	\$ 500	\$ 500	NOT
<b>10. Minors Scort</b>	\$ 1000	\$ 500	\$ 370	\$ 300
<b>11. Funerary Repatriation</b>	YES	YES	YES	YES
<b>12. Anticipated Return For Severe Due To Death Of A Relative</b>	UNTIL \$ 100,000	UNTIL \$ 80,000	\$ 30,000	UNTIL \$ 80,000
<b>13. Anticipated Return For Severe Disaster At Home</b>	YES	YES	YES	YES
<b>14. Delayed Or Canceled Flight Expenses</b>	YES	YES	YES	NOT
<b>15. Trip Cancellation</b>	\$ 250	\$ 150	\$ 100	\$ 100
<b>16. Replacement Executive</b>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>17. Civil Liability</b>	YES	YES	YES	NOT
<b>18. Loss Of Documents</b>	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500
<b>19. Lost Luggage</b>	\$ 200	\$ 150	\$ 75	YES
<b>20. Maternity</b>	YES	YES	YES	YES
<b>21. Sports</b>	\$ 10,000 (UNTIL S.26)	\$ 5,000(UNTIL S.26)	\$ 5,000 (UNTIL 2.26)	\$ 3,000 (UNTIL S.26)

<b>22. Compensation For Lost Luggage Complementary To The Airline</b>	\$ 10,000	\$ 5,000	\$ 5,000	\$ 3,000
<b>23. Baggage Delay Compensation</b>	\$ 1,200	\$ 1,200	\$ 932	\$ 600
<b>24. Compensation for travel delays</b>	\$ 800	\$ 500	\$ 800	\$ 300
<b>25. Transfer Of Funds</b>	\$5,000	\$ 4,000	YES	\$ 3,000
<b>26. Transfer Of Funds For Legal Bond</b>	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>27. Legal Assistance For Responsibility In Accident</b>	\$ 3,000	\$ 5,000	\$ 2,300	\$ 1,000
<b>28. Maximum Days Per Trip</b>	365	365	365	90
<b>29. Age Limit</b>	84	84	84	84
<b>30. Return of Expenses for Preexisting Diseases Only for Emergencies</b>	\$ 1,500	\$ 800	\$ 417	\$ 300

**(1) Included in the maximum amount of Medical Assistance provided.**