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## **IMPORTANT RECOMENDATIONS**

We invite **WE ASSIST** beneficiaries to read these conditions before the start of the trip. In the following pages, you will find the General Terms and Conditions, Special Conditions and Exclusions, and instructions that will allow better use of the benefits and contracted services.

### **I. PREFACE**

All services provided by the assistance plan, are covered through **WE ASSIST**, a company whose principal purpose is to provide, among others, health care services, legal assistance and personal assistance only in emergencies during the course of an international trip. These general conditions define the way of obtaining the benefits to which the Beneficiary of a **WE ASSIST** plan will be able to request in emergency cases while abroad during the period of validity of the plan.

#### **Acceptance of the Beneficiary**

These Terms together with the other documents that are made available to the Beneficiary at the time of purchase of the plan, form the contract of travel assistance provided **WE ASSIST**. The Beneficiary acknowledges and accepts these General Conditions. This acceptance is ratified through any of the following acts:

1. Payment of contracted services.
2. The use or attempted use of any of the contracted services.

The Beneficiaries acknowledges they have read, chosen and accepted the terms and conditions contained herein, and as such, the ruling of the Particular Terms & Conditions as a binding contract between the parties.

It is clearly understood and accepted by the Beneficiary that **WE ASSIST** plans are not, under any reason, an insurance or related product, nor is a program of social security or prepaid medicine, medical service at home or unlimited medical service program. Therefore, they don't have as main objective the complete cure or definitive treatment of the Beneficiary's condition. The medical assistance services to be rendered by **WE ASSIST** are limited only to emergency treatment of acute cases and are only oriented to primary travel assistance for sudden and unpredictable events where a clear, verifiable and acute illness or condition or accident has been diagnosed and prevents the normal continuation of a trip, as long as the illness or condition listed in the exclusions. These plans are designed to ensure primary and normal recovery of the Beneficiary's physical conditions that allow a normal continuation of the trip. They are not designed for nor provide:

- Elective medical procedures.
- Routine medical checkups or screenings that have not been previously authorized by the Emergency Management Center.
- Start of long term treatments or procedures.

Any assistance or treatment will cease and not be the responsibility of **WE ASSIST** once the Beneficiary is back to their place of residence or the expiry of the period of validity of the chosen plan. The acquisition of one or more plans does not produce the accumulation of services and/or benefits contemplated in them. In these cases, only the limits established in the first contracted voucher may apply.

***NOTE: It is clearly understood and accepted by the Beneficiary that this plan is a product of travel assistance and in the event that is offered through an insurance company, it doesn't make it an International Insurance.***

Moreover, once initiated the validity of the voucher, the Beneficiary may not make changes extend the period of validity or proceed to the cancellation of the voucher for any reason or under any circumstances. Notwithstanding the foregoing, if the Beneficiary extends the trip unexpectedly, they may request the issuance of a new voucher. **WE ASSIST** reserves the right to accept or deny this renovation without explanations, under the following conditions:

- a. The Beneficiary will not have the right to a voucher renewal if they have used any of the services of **WE ASSIST** during the period of validity of the first voucher.
- b. The Beneficiary shall be able to renew the voucher as long as they contract same or greater limit of assistance as the original voucher, plans with less assistance limit than the original one cannot be used for renewals.
- c. The Beneficiary must request authorization of the new voucher exclusively to the issuing agent, in which the original assistance was acquired or in case it was purchased directly on the web-site, through "Contact Us", and must indicate the amount of days they want to obtain. The issuing agent is obliged to inform M&A GLOBAL TRAVEL ASSIST, that it is an issuance in destination country, and will request authorization for the new contracting period.
- d. The application for this new Plan should be submitted prior to the end of the previous Plan, with the new Plan becoming effective immediately after the end of the previous one.
- e. The Beneficiary must designate the person who will make the corresponding payment in the offices of the agent, and will receive the new voucher which will be created and delivered in the same act.

Any new plan issued under the foregoing circumstances can in no way be used to initiate or continue treatment or make use of the benefits and services contained herein that may of have been incurred by the Beneficiary under the previous Plan, independently of any dealings and treatments previously authorized by **WE ASSIST** or by third parties.

When the validity of the previous voucher has ended at the time of purchase or the passenger purchases at the destination, the voucher will be issued with a 15 (fifteen) days grace period for COVID-19 expenses and 3 (three) days for any other contemplated expenses within the benefits chart. The above, only after having received the issuing agency / tour operator and others, express authorization from the Assistance Services Center.

## **Definitions**

### **A**

- **Accident:** The event which generates body damage to the Beneficiary caused by unexpected agents, out of control, in motion, external, violent and visible. Every time the term "accident" is used it is understood that the wound or injury resulting for such event has been provoked directly by those agents besides any other cause. Nevertheless, if the body damage has been produced as a consequence of different causes of the before mentioned, then the maximum amount of the "Medical Assistance in case of Accident", will be automatically

reduced up to the amount determined in the respective purchased plan in cases of “Medical Assistance in case of Illness”.

- **Acute illness or acute medical condition:** Short process and relatively severe alteration of the body condition or any of its organs that could interfere or change the normal balance of the vital functions, generating pain, weakness or any other strange symptom to its normal state.
- **Amateur Sports:** It is practiced by amateurs, for leisure and/or recreational activities.

#### C

- **Catastrophe:** Unfortunate event that seriously alters the normal order of things, were many people are involved.
- **Chronic illness or chronic medical condition:** Any continuous and persistent pathological process lasting more than 30 days.
- **Congenital illness:** Pathology present or existing since before birth.

#### D

- **Days of grace:** The period of time that the assistance will not be effective in the plan. The mentioned period will be calculated by days from the initial assistance date, provided that the Beneficiary is not in their place of habitual residence in the moment of purchase.

#### E

- **Emergency management center:** The office which coordinates the services to be provided to the Beneficiary in case of an Emergency.
- **Expenses of first necessity:** costs incurred for the purchase of personal and non-transferable items. Understood solely as: clothing (outerwear, underwear), shoes, personal care items (shampoo, conditioner, soap-liquid, stick in dust-, toothbrush, toothpaste, deodorant, shaving cream, razor, feminine hygiene products) and makeup. Any other items not considered in the list given above, shall be construed as excluded from any assistance.

#### F

- **Force majeure:** Events which cannot be anticipated or resisted, and exempts from any obligation a third party.

#### M

- **Maximum limits of assistance:** Maximum limits of assistance amounts given by **WE ASSIST**, indicated in the voucher for each of the benefits and according to the contracted assistance plan.

- **Medical department:** Group of professionals from **WE ASSIST** that intervene and make decisions in every issue and/or benefits given or that will be given according to the present general conditions.

**P**

- **Preexistent illness or preexistent medical condition:** any pathological physical process that recognizes an origin or an earlier etiology of the effective date of the plan or the trip (or whichever is later) and is likely to be objectified through complementary methods diagnostic routine, daily accessible and frequent use in all countries of the world (including, but not limited to: Doppler, nuclear resonance, magnetic, catheterization, radiology, etc.). It is understood as preexistent any disease or condition of the body, known or not by the Beneficiary, that needs or requires a formation or incubation period within the body of the Beneficiary before effective date of the plan or the trip (or whichever is later). Common examples of preexistences, just to name a few: kidney or gallstones, obstruction of arteries or veins by blood clots or other, respiratory diseases such as asthma, lung problems, emphysema, HIV, usually related problems blood pressure, glaucoma, cataracts, nephritis, ulcers or gastric diseases, diseases resulting from congenital malformations, genital mycosis, liver abscess, cirrhosis, blood sugar, high cholesterol, high triglycerides, and others. They require a period of short or long incubation, but in all more than a few hours' flight cases, recognizing that such state or pathological process existed within the body before getting on the plane or the means of transport at the time of the effective date of plan of assistance, even if the symptoms are present for the first time after starting the trip.
- **Product or Plan:** Set of services acquired by the Beneficiary, for which maximum limit of assistance amount for each service is specified in the voucher.
- **Professional Sports:** It is practiced with or without profit, performed in any type of competition such as intercollegiate, tournaments, championships, sports that pose a high risk, among others.

**R**

- **Recurrent illness or medical condition:** Return of the same treated illness usually over 3 or more times in a year.

**S**

- **Serious Accident:** One that results in amputation of any body segment; fracture of long bones (femur, tibia, fibula, humerus, radius and ulna); head trauma; second and third degree burns; severe hand injuries, such as crushing or burns; severe spinal cord injuries with spinal cord involvement; eye injuries that compromise acuity or visual field or injuries that compromise hearing ability. In general, any accident in which the patient's life is at risk.
- **Serious Disease:** It is an alteration or deviation of the physiological state in one or several parts of the body, manifested by symptoms and characteristic signs, and whose evolution is more or less foreseeable, that is, any disease or injury with permanent or non-permanent sequels that partially limit or totally prevent the usual occupation or activity of the affected person, or incapacitate them for any activity and require or not the assistance of other people for the most essential activities of life.



- **Stable Patient:** Patient that does not have any variation in his health status and usually refers to symptoms and signs changing recently.
- **Sudden or unpredicted sickness (disease, illness):** None predicted sickness, acquired after the effective date of validity of the plan.

## T

- **Treating physician:** Medical professional provided or authorized by the **WE ASSIST** Emergency Management Center that assists the Beneficiary in the area the before mentioned is located.

## V

- **Voucher:** Document validly assigned by the company which indicates the contracted product.

## II. BENEFICIARY/AGE LIMITATION

The Beneficiary is the person whose name appears on the **WE ASSIST** Plan and is the sole Beneficiary of the benefits and services that occur during the period of eligibility, inclusive up to the anniversary day of their age limitation according to the acquired plan, date after which assistance ceases and the Beneficiary loses all rights to the benefits and services contained herein, as well as those that may otherwise be valid including any right to reimbursement or claim.

The benefits and services contained herein are for the exclusive use of the Beneficiary and are nontransferable. The Beneficiary may be asked to show proper identification as well as their **WE ASSIST** Plan as well the necessary travel documents in order to verify eligibility when services are required.

The Beneficiary may use the acquired services up to 00:00 hours of their birthday according to the purchased plan. From that date on the Beneficiary loses all rights and benefits regarding assistance services defined in these general conditions, as well as the right to reimbursement or any claim originated in events after the before mention date. As an example, a person is considered to be 84 years old until the day before they turn 85 years old.

## III. EFFECTIVE DATES / ELIGIBILITY

The benefits and services described herein will only be valid during the effective dates shown on the Voucher and begins at 00:00 Hrs. on the date indicated and terminate at 23:59 Hrs. on the date indicated, provided that the Beneficiary has already started the trip overseas. As a general rule no unilateral changes, modifications, extensions or cancellations will be possible once the effective date on the voucher has begun.

Plans in the category "Short Trips" will have a maximum duration of 90 consecutive days of travel, while plans "Long Stay" and "Student", will have a total duration of 365 consecutive days of assistance. After these periods, the Beneficiary will lose any benefit from the assistance services contracted while on that trip.

**Note: "Student" plans can only be purchased by people who are currently studying or going to study, therefore a school certificate or card, student or acceptance to an educational institution will be requested when requesting assistance.**

"Multitrip" plans are valid for 365 days in total, however, the Beneficiary may not remain on every trip, as indicated in the plan, more than 30, 45, 60 or 90 days abroad for every trip. **WE ASSIST** Emergency Management Center may ask for a copy of the passport by fax or e-mail, showing the departure from their country of habitual residence or the date of entry into the country from which the Beneficiary requests assistance.

**WE ASSIST** plans, operate in the form of calendar days, therefore, once initiated the validity of a plan, the Beneficiary cannot stop it and the periods of unused days in the voucher are not refundable. Once interrupted the validity of a plan, it expires and cannot be reactivated later.

The purpose of the trip will have to be tourist and at no time can cover any people exercising a professional activity abroad. If the reason for the trip was the execution of works or tasks that involve professional risks or performing tasks highly specialized where life is exposed, exposition to hazardous substances, handling heavy machinery or working with gases, air pressure or fluid hydropneumatic, which require special physical abilities, or being exposed to danger and as a result suffering an accident or consequential disease, **WE ASSIST** will be absolved of all responsibility to provide services or assume costs arising from such circumstances, and in such cases employers will be obliged to assume them through their accountability professional risk plan.

This regulation also applies to those who are not occupationally linked with a company and who act on their own as independent workers or illegal immigration or illegal employment status.

As soon as the validity ends, all benefits will automatically cease, services in course or not, including the cases when these are initiated in the moment or before the term of validity, except in the cases that the Beneficiary is hospitalized by an illness, condition and/or accident covered by **WE ASSIST** by the end date. In these cases, the assistance will only include hospitalization expenses within the limits of assistance of illness and/or accident whichever is applicable understood as follows:

1. Up to 8 additional days that start counting from the end date, or
2. Until the maximum limit of assistance is reached, or
3. Until the treating physician discharges the Beneficiary during the period of the 8 days in which the assistance is extended.

Each assistance or treatment will cease and will not be responsibility of **WE ASSIST** once the Beneficiary returns to their place of residence or the validity period of the plan expires not including the before mentioned exceptions.

**Note: in cases where the Beneficiary is already in the destination country and requests the authorization to issue a travel assistance plan, as long as it is authorized by the Emergency Central, said plan will have a 5-day grace period.**

#### **IV. GEOGRAPHICAL VALIDITY**

The geographical coverage is global or exclusively for Europe, depending of the plan purchased. Regardless of where the Beneficiary is, service will be given if assistance is required according to the respective plan purchased. In any case, the country of habitual residence of the Beneficiary or country where the Assistance Plan was issued is excluded.

#### **V. PROCEDURE FOR REQUESTING ASSISTANCE**

If in need of assistance, regardless of their geographical location, the Beneficiary should contact the Emergency Management Center.

To communicate with said central via telephone, the Beneficiary must request collect call or call directly to the numbers authorized by the countries listed below. If the Beneficiary is charged for any calls to the Emergency Management Center, **WE ASSIST** will refund such the cost; the Beneficiary is advised to keep proof of payment of the call to request reimbursement, the Beneficiary must keep a copy of the invoice in which is reflected the charging for the call to the specified numbers.

It is the obligation of the Beneficiary to always call to report the emergency. In case the Beneficiary cannot do it personally, any companion, friend or relative can do it, but the call or notice must be made no later than within 24 hours after the emergency occurred. For cases in which the beneficiary is at openseas, and therefore prevented from communicating with the Assistance Center, he must report the medical fact up to 24 hours after disembarking at the first port he arrives at. Failure to comply with this rule entails automatic loss of any right to claim by the Beneficiary.

**WE ASSIST SERVICE LINE:**

**WHILE IN PANAMÁ – DIAL DIRECTLY: 836 5691 OUTSIDE**

**OF PANAMÁ - DIAL: +507 836 5691**

**SERVICE CENTRAL WHATSAPP : +57 316 7636033**

Country	Telephone Number	Country	Telephone Number
Argentina	08006662363	Spain	900938719
Brazil	08000380622	United Kingdom	08082347454
France	0805089450	United States	1 954 271 0202
Germany	08007237977		1 888 816 1811
Italy	800794540	EE.UU /Collect Call	1 954 306 0611
Portugal	0800180143	Skype	asistencia.internacional
Spain	900838022	E-mail	<a href="mailto:contact@weassistgroup.com">contact@weassistgroup.com</a>

**Note: The Toll frees shall be dialed as they appear in the voucher. In case the Beneficiary is in a country where there is no toll free, they shall call through the international operator of the country where they are located asking to make a collect call in the United States telephone indicated in the table above, likewise, the Beneficiary can communicate through electronic media such as E-mail, WhatsApp and Skype.**

**VI. BENEFICIARY'S OBLIGATIONS**

In all cases, the Beneficiary must:

1. Request and obtain authorization from the Emergency Management Center before taking any step or incurring any expenses in relation to the benefits provided by the plan. In cases where authorization has not been obtained by the Central, refunds shall not some, or give rights to claim

2. It is clearly understood that the notification to the Emergency Management Center is essential, even if the issue is completely resolved, as **WE ASSIST** cannot take over the cost of any assistance without previous knowledge and authorization to the Emergency Management Center.
3. The Beneficiary accepts that **WE ASSIST** reserves the right to record and audit telephone conversations as needed for the proper development of the provision of services. The Beneficiary expressly accepts the established procedure and agrees on the eventual use of the records as evidence in case of existence of disputes concerning the assistance provided.
4. If the Beneficiary or a third person could not communicate by any circumstance or involuntary reason with the Emergency Management Center before being assisted, the Beneficiary or a third party, with the inescapable obligation, shall inform the latest within 24 hours of the event. Failure to notify within 24 hours leads to the automatic loss of the rights of the Beneficiary to claim or request compensation.
5. Agree to abide the solutions indicated and recommended by the Emergency Management Center and, if necessary, consent to repatriation to their country of origin when, according to medical opinion, as long as the Beneficiary's health condition allows it and requires it.
6. Provide documentation that confirms the merits of the case and all original receipts for expenses to be evaluated for possible reimbursement by **WE ASSIST** and all medical information (including prior to departure), which allows the Central an assessment of the case.
7. Provide all necessary authorizations and releases to **WE ASSIST** in order to obtain the Beneficiary's medical history, by filling and signing the RECORD RELEASE FORM which will be sent by the Emergency Management Center and faxed back to it. The Beneficiary authorizes in an absolute and irrevocable manner **WE ASSIST** to request on their behalf, any medical records and information from professional overseas and in their country of residence, in order to evaluate and eventually decide about the applicability of the restrictions in case of chronic or preexistence illness, affections or diseases that could derive in the request of assistance. We especially recommend that Beneficiaries always fill out the Form when they register at a hospital, this will be of great help in cases of reimbursements and / or in making decisions about certain cases that require the study of the patient's medical history.

***Note: In some countries, mainly in the United States and Europe, due to reasons of computer standardization most medical facilities such as hospitals, doctor's offices, clinics and laboratories, often send invoices and/or payment claims to patients attended, even after the bills or invoices have been paid and settled. If this happen, the Beneficiary should contact the Emergency Management Center to the numbers provided above or by writing to [claims@ilsols.com](mailto:claims@ilsols.com) and notify this situation. The Central will clarify the situation with the provider.***

## **VII. WE ASSIST OBLIGATIONS**

1. Comply with the benefits and services described herein in events within the limits of the assistance in the obtained plan during the valid period of the voucher.
2. **WE ASSIST** is expressly released, extent and excused of any obligations and responsibility in any case that the holder suffers any harm or requests assistance as a result of a major force or fortuitous event, the following events are an example and are not a limitation: catastrophes, earthquakes, floods, storms, International or civil war declared or not, rebellions, disturbances, civil insurrections, guerrilla or anti-guerrilla acts, hostilities, retaliation, conflicts, embargoes, constraints, strikes, popular movements, lockouts, acts of sabotage or terrorism, labor disturbances, acts of governmental authorities, etc.; as well as delay that may result in the termination, interruption or suspension of communication services. When elements of this nature intervene and once overcome, **WE ASSIST** agrees to comply its commitments and obligations within the shortest possible time.
3. **WE ASSIST** agrees to analyze each reimbursement request to determine whether it is appropriate and thus repay the amounts that may correspond in accordance with these terms and limits of assistance of the contracted Plan. All compensation and/or reimbursement and/or other costs to be assumed by **WE ASSIST**, under this contract, shall be paid in local currency.

Established timeframes for processing a reimbursement are:

- a. The Beneficiary has up to thirty (30) calendar days from the day end of the term of the voucher to present documentation and support necessary to start the reimbursement study. After that time, no documents will be accepted for processing any claim.
- b. Upon receipt of the documents, **WE ASSIST** has up to five (5) calendar days to request any missing document that has not been delivered by the Beneficiary.
- c. With all the necessary documents in hand, **WE ASSIST** shall within fifteen (15) working days to review the case and issue a letter of approval or denial of reimbursement.
- d. If approved, **WE ASSIST** will proceed to make the payment within 15 business days after the date of receipt of complete bank information by written for the completion of the transfer.

***Note: Reimbursements are paid directly by WE ASSIST and they can be made through bank transfer, international money transfer or check. WE ASSIST bear the expenses incurred by the agency, the cost for sending the check, as well as all direct charges from WE ASSIST bank; any additional charges made by the bank of the Beneficiary will be covered by the Beneficiary itself.***

## **VIII. CURRENCY**

The benefits offered by **WE ASSIST** detailed in point IX and maximum limits of assistance are reflected in the contracted plan expressed in US Dollars (USD) or Euros (EUR), depending on the chosen plan and its geographic coverage.

## **IX. BENEFITS**

Some benefits are included only in some **WE ASSIST** plans. Check your voucher benefits and amounts. If any item is not listed in the voucher, it is because the chosen product doesn't have this service.

### **Medical assistance in case of accident or non-preexistent illness/condition**

- **Medical Consultations:** these will be provided in case of an accident or acute illness.
- **Specialist Care:** when indicated by the Medical Department of **WE ASSIST** of the area where the Beneficiary is located.
- **Additional Medical Tests:** when indicated by the Medical Department of **WE ASSIST**.
- **Hospitalizations:** According to the nature of the injury or disease, and whenever the medical department of **WE ASSIST** prescribes it, the hospitalization of the Beneficiary will proceed in the nearest medical facility. This item applies only to the Beneficiary, and under no circumstances bed or food will be covered in the hospital or clinic for an accompanying person.
- **Surgical Interventions:** When authorized by the medical department of **WE ASSIST** and in the cases where treatment is required immediately, and cannot be deferred to the moment that the Beneficiary returns to their place of residence.
- **Prescribed Medicine:** Medicine expenses prescribed by the treating physician in case of ambulatory assistance and the medicine used while hospitalized. The purchase made by the Beneficiary and authorized by the **WE ASSIST** will be reimbursed, once the Beneficiary returns to their place of residence, within the limits of assistance, providing the original documentation.

***Note 1: Emergency Management Center reserves the right to decide the most appropriate among the treatments proposed by the medical profession or repatriation to the country of residence if their physical condition permits it. If in the judgment of the treating physicians of the Emergency Management Center is possible to return the Beneficiary to their country of residence for long-term treatment, programmable surgery or non-urgent surgeries, the Emergency Management Center will proceed with the repatriation of the Beneficiary, who is obliged to accept such solution, in case of rejection, the Beneficiary will lose all benefits provided by the plan.***

### **Medical assistance for COVID-19**

The Beneficiary must always and without exception contact the Emergency Center, who in turn will coordinate a virtual appointment by Telemedicine and, according to the opinion provided by the Medical Department, if the Beneficiary presents symptoms related to COVID-19, the Emergency Management Center will coordinate the pertinent medical consultation, according to the health and safety protocols of each country, covering the expenses incurred up to the assistance limit indicated in the voucher. The following expenses will be covered under the same cap:

- **Hospital Expenses for COVID-19:** In case of requiring hospitalization to stabilize the condition of the Beneficiary.
- **Mechanical respirator expenses:** If the Medical Department, together with the treating physician, deems it necessary to use a mechanical respirator, the Central will authorize and cover said expense.

THIS BENEFIT WILL NOT OPERATE IN THE WAY OF A REFUND.

**Note1:** The age limit for this benefit is 70 years old. In the case of beneficiaries up to 64 years of age, the assistance contracted will be equal to the cap for non-pre-existing illness. Beneficiaries between the ages of 65 and 70 will have a maximum assistance of USD 50,000 for issuances made in the origin country, in the case of issuances made at destination country, the maximum assistance will be USD 30,000, it can be improved through an Upgrade to USD 50,000 (Applies for plans from USD 50,000) (applies in plans from USD 50,000). Beneficiaries over 70 years old, and up to 85 years old, may acquire additional assistance for COVID-19, through the purchase of the benefit, which will grant them a maximum amount of USD 50,000 for issuances in origin country or USD 30,000 for destination country issuances, as long as the contracted plan is equal or higher to USD / EUR 30,000. Finally, beneficiaries over 85 years of age will be able to acquire additional assistance for COVID-19, through the purchase of the benefit, which will grant them a maximum amount for medical expenses up to a maximum amount of USD 10,000.

**Note2:** *This product will not cover hotel quarantine expenses; it will be limited only to medical expenses.*

#### **Medical assistance due to pre-existing illness**

In those cases, in which the Beneficiary specifically hires the assistance for acute emergencies suffered for a preexistent and/or chronic condition, it will be covered up to the amount specified under the benefit of the plan named Medical assistance in case of preexistent condition, such assistance must be clearly identified in the Beneficiaries voucher. The assistance provided by the plan for Chronic and/or preexistent conditions contemplates the following eventualities:

Acute episode or unpredictable event, decompensation of known chronic and / or preexisting diseases, hidden or previously asymptomatic. This assistance is provided exclusively for primary medical care in the acute episode or in case of an unpredictable event. Assistance will be provided up to the limited amount of assistance available specified by the contracted plan and according to the conditions that apply for this benefit and its upgrades. Assistance will be provided when the emergency must require assistance during the trip and cannot be postponed until returning to the country of residence; however, the Emergency Management Center reserves the right to decide the most appropriate treatment among those proposed by the medical staff and / or repatriation to your country of residence. Repatriation will be a solution in cases where treatments require long-term evolution, surgeries

Excluded from this benefit is the initiation or continuation of treatments, diagnostic procedures, research, or diagnostic and therapeutic behavior, which are not related to the acute and unpredictable episode.

Excluded from this assistance are all diseases related to sexual transmission, including but not limited to syphilis, gonorrhea, genital herpes, chlamydia, human papillomavirus trichomonas vaginalis,

trichomoniasis, human immunodeficiency virus (HIV), the acquired immunodeficiency syndrome (AIDS), among others.

It is not treated in any of our plans, dialysis procedures, transplants, oncology treatment nor psychiatric treatment, hearing aids, eyeglasses, contact lenses, dental bridges, pacemakers, implantable defibrillators, external respirators, implantable devices, specific disposable equipment, etc. diseases caused by the ingestion of drugs, narcotics, medicines that are taken unreliably without a prescription, alcoholism, etc.

Injuries sustained during an illegal act are not covered by our assistance. Obligations of the beneficiary:

1. The Beneficiary must follow all medical instructions given by the treating physician assigned by **WE ASSIST** and take all medications in the prescribed manner and as required.
2. If the Beneficiary interested in hiring a plan that includes emergency assistance for pre-existing conditions, suffer from any of the following conditions: any type of cancer, heart disease, chronic lung disease and / or chronic liver disease, the beneficiary should consult his personal physician in his country of origin before starting the trip and get written confirmation that he is able to travel for all the days planned, the desired destination and can do without any problems all activities programmed.
3. The beneficiary cannot start the trip after receiving a terminal diagnosis.
4. In order to access this assistance, the beneficiary must have been stable for more than 12 months.

If the reason for the trip was determined was the treatment abroad for a chronic or pre-existing condition, the Assistance Center will deny assistance.

### **Prescribed medication**

Within the assistance limits, **WE ASSIST** will bear the costs of prescription given to the Beneficiary by the medical department of the Emergency Management Center. Expenditures incurred by the Beneficiary for the purchase of drugs previously approved by the Emergency Management Center will be reimbursed within the limits of assistance once returned to the country of origin, and the prior presentation of the original proof of purchase or invoice, the original copy of the medical report which describes the name of the medicine and refers to the name of the illness suffered by the Beneficiary. We encourage Beneficiaries not forget to apply for these documents to the treating physician, the failure to submit these documents may result in non-reimbursement of expenses.

It is noted and reported that drug costs in respect of pre-existing conditions will not be assumed by **WE ASSIST**. Drugs for treatment of mental or psychological or emotional illnesses even in cases where the medical consultation has been authorized by the medical department of **WE ASSIST** are excluded as well. Neither birth control pills, injections, intrauterine devices or any other method of family planning are covered.

***NOTE: Medical prescriptions for the initial recovery of symptoms will only be authorized for the first 30 days of treatment.***

### **Dental emergency**

Up to the limit of assistance contracted, **WE ASSIST** will pay for the reasonable and necessary expenses incurred by the Beneficiary for emergency dental treatment. The benefit is limited to the treatment of pain and/or extraction of the affected teeth. Root canals, change of fillings, crowns, dentures, sealings, cleanings, smile designs or any other treatment not clearly specified in these conditions are excluded from assistance.

### **Repatriation or sanitary transfer**

In case of an emergency and if the Emergency Management Center deems it necessary, the transfer of the Beneficiary to the nearest health center will be organized by means of transport that the medical department of the Emergency Management Center deems appropriate and as required by the nature of the injury or illness. It is also established that even cases categorized as emergency health transfer must be requested and approved in advance by **WE ASSIST**. Failure to comply with this rule exempts **WE ASSIST** to take charge of the transfer costs.

When the medical department of the Emergency Management Center deems necessary to carry out the medical evacuation of the Beneficiary, this will be made in regular airline with medical escort or nurse if applicable, subject to seating space, to the country of habitual residence of the Beneficiary.

Medical repatriation means the transfer of sick or injured Beneficiary from the place where they are to the nearest airport to their city of habitual residence, in the country where the voucher must be issued. Only **WE ASSIST** may take all measures referred to in this clause, therefore, the Beneficiary or their family member are strictly prohibited from doing so without the prior written permission from **WE ASSIST**.

Additionally, the repatriation must be authorized and medical and scientifically justified by the treating physician from **WE ASSIST**, in the case where the Beneficiary's family or companions decide to make the return aside or without seeking the opinion of the Medical Department, no responsibility shall fall on **WE ASSIST**, thus, the repatriation and all other costs and consequences shall be borne by the sick or injured Beneficiary or their family or companions, without any right or claim against **WE ASSIST**.

When **WE ASSIST**'s Medical Department, in consultation with the attending physician deems necessary and recommends medical repatriation, this shall be done by the most convenient means of transportation available for it, and/or commercial airline tickets, in tourist class and subject to availability, to the airport of the country of residence. **WE ASSIST** will be responsible for paying the difference of costs for the change of dates of the original ticket. This assistance includes transportation by ambulance or other means of transport that supports the Beneficiary's health and approved by **WE ASSIST**'s Medical Department, with the necessary support structure including stretcher, wheelchair, walker etc.

Any expense for repatriation when the cause that gave rise to it is a result of a preexisting condition or to obey an event listed in the general exclusions are excluded from assistance. Beneficiary is entitled to the services within the validity of the voucher.

### **Repatriation of mortal remains**

In the event of death of the Beneficiary while traveling, **WE ASSIST** will make the necessary arrangements and pay, up to the amount specified in the contracted plan for the transportation of the remains to the country of origin, including a provisional casket suitable for international transportation and the necessary paperwork. Specifically excluded are costs and expenses related to transportation and cremation within the country of residence, funeral home costs and any casket other than that used in the repatriation.

If the entitled wishes so, they may choose to cremate the remains and the paperwork for this decision will be included, like the transportation of the remains to the place of residence of the Beneficiary. **WE ASSIST** is exempted from providing services and bear the costs relating to this benefit if the death of the Beneficiary was caused by suicide or a preexisting, chronic or recurrent condition. See exclusions table.

This benefit doesn't, under any circumstances include costs of return of accompanying relatives of the deceased.

#### **Transportation of a family member for hospitalization in 1st. Degree of consanguinity**

In the event the Beneficiary is traveling alone and is hospitalized for over ten (10) days, **WE ASSIST** will provide a round trip economy airfare to the place of hospitalization for a member of the Beneficiary's family. The Beneficiary may be entitled to hotel costs for their family companion up to seven days or until discharge, whichever comes first. Should be referred to in the table of product benefits, the beneficiary may be entitled to hotel expenses by USD 80.00 (eighty dollars) per day for their family caregivers for a maximum of seven days or until the patient's discharge, whichever comes First.

***Note: Both for this clause and for any other that covers hotel expenses, these are understood to be limited to simple lodging, without restaurant, laundry, telephony or any other expenses such as mini bar, food taken in the room, or other type of expense.***

#### **Convalescence expense in a hotel**

In the event that the Beneficiary is hospitalized for a period of at least five (5) days and has subsequently been prescribed a period of rest and is unable to continue their trip or return home, **WE ASSIST**, and subject to approval of the Emergency Management Center, will pay up to the maximum amount listed in the contracted plan, for up to ten (10) days for the cost of lodging. This item applies only to the Beneficiary of the plan, and under no circumstances the costs for an accompanying person will be covered.

**WE ASSIST** clarifies that no hotel expenses for convalescence will be covered when the admission has been caused by a pre-existing illness or preexisting medical condition.

***Attention: The above mentioned rest will have to be ordered for the doctors of the head office exclusively and they will contemplate only the cost of the room without any type of supply or such expenses of another nature as laundry, telephonic calls (except those effected to WE ASSIST head office), mini bars etc.***

#### **Lost documents and personal effects assistance**



**WE ASSIST** will advise the Beneficiary for reporting the loss or theft of baggage and personal effects, for which it will make available the services of the Emergency Management Center. **WE ASSIST** will also assist the Beneficiary in case of loss of travel documents, credit cards by giving them directions to make respective denouncements, recovery and process them.

#### **Return due to death of an immediate family member (1st. Degree of consanguinity)**

If the Beneficiary has to interrupt their trip and return home due to death of a family member (parent, spouse, children or sibling) in the place of residence, **WE ASSIST** will reimburse the Beneficiary the penalty of the change of date on the original ticket, or the purchase of a new one as long as the original ticket is unusable due to restrictions. This assistance must be accredited with the death certificate of the family member and a document that acknowledges family relationship.

#### **Early return due to serious disaster at home**

In case of fire, explosion, flood or theft with damages and violence in the home of a Beneficiary, while traveling, if there was no one who can take care of the situation and if the original return ticket does not allow free date change, **WE ASSIST** will cover the change penalty or the cost of a new ticket in economy class from the place where the Beneficiary is to the closes airport to the Beneficiary's home in the country of residence. This request for assistance must be certified by the presentation of the original police report issued in the following twenty-four hours to the occurrence of the event to the Emergency Management Center. The Beneficiary must unfailingly contact the Emergency Management Center to be authorized to proceed.

#### **Minor escort**

If the Beneficiary is the sole traveling companion of children under 15 years of age who are also considered Beneficiaries of a **WE ASSIST** plan, and due to illness or accident of the Beneficiary, the children are left unattended, **WE ASSIST** will make the necessary arrangements and pay for the repatriation of the minor children to their city of residence in their country of origin. **WE ASSIST** will pay the difference between the cost of the early return flight and the original ticket, If the original ticket is unusable due to restrictions **WE ASSIST** will by the new ticket in economy class.

#### **Trip cancellation**

**WE ASSIST** will cover the penalties for canceling in advance a trip known as a tour, tour package, excursion, air tickets and cruises organized by a recognized professional tour operator in the trips destination. To be eligible to these benefits the holder must:

1. Acquire the plan a maximum of 72 hours after the first payment of the tour services that could be canceled.
2. Notify **WE ASSIST** in a maximum of 24 hours after the event of the cancelation occurs.

3. Present all documentation that **WE ASSIST** considers needed to evaluate the assistance of this benefit including but not limited to: Documents that clearly show the motive of cancelation, respective paperwork of the service contracted, invoices and payment receipts.
4. The Beneficiary has up to thirty (30) days from the date of the event to present the complete documentation and backups necessary to initiate the reimbursement process. After that period, documents will not be accepted to process any refund.

**Note: to Multitrip plans the cancellation will be renewed each time the Beneficiary travels according to the acquired plan and applies as long as the requirements established to be eligible to these benefits in each trip are met. This benefit does not apply to Beneficiaries over 74 years of age.**

Cancellation of a cruise before beginning

In this case, the Beneficiary must immediately:

- Notify their decision to the shipping company and obtain written proof of this unequivocally indicating the date of the formal notification of the inability to start the cruise trip on the boat and date originally contracted.
- The Beneficiary shall also obtain from the shipping company the General Conditions of cruise, where the application, procedure, penalties or penalty clauses for early termination of a contract and fully paid cruise are clearly indicated.
- The Beneficiary must obtain proof of the shipping company showing the amount of the penalty applicable to their particular cruise contract and the amount of the refund if applicable.

Once the above documentation must demonstrate in writing to **WE ASSIST** clearly and authoritatively as the cause or causes that led to the cancellation of travel and send to the Emergency Management Center such documentation for eventual verification by **WE ASSIST** and eventual refund if appropriate.

The causes are justified for the purposes of the present benefit:

1. Death, accident or serious (non-preexistent) illness of the Beneficiary or immediate family member (spouse, children, parents, siblings). A serious illness is defined as a sudden alteration of health that requires hospitalization or total rest, and that according to the **WE ASSIST** medical department, prevents the initiation of the trip on the designated travel date.
2. Being summoned to testify in a court or selected for Jury duty.
3. Damages to the Beneficiaries primary residence or professional place of work caused by fire, burglary, vandalism or Force of Nature causing damage to such an extent as to render them uninhabitable and consequently requires the presence of the Beneficiary.
4. Medical quarantine which prohibits the Beneficiary from leaving the country.
5. Proven job dismissal of the Beneficiary, dated after the acquisition of the voucher.
6. Emergency call to provide military, medical or public service.

7. For epidemic, natural disaster or volcanic ashes. In the cases of cruise products, the emission of volcanic ashes will not be a valid reason to access this benefit.
8. When the traveling companion of the Beneficiary who shares the same hotel room or the cruise cabin or first degree of consanguinity (spouse, parents, children, brothers and sisters), also a Beneficiary of a Plan issued under the same conditions as the Beneficiary, has to cancel their trip for any of the previously mentioned circumstances.

The validity of this benefit starts as soon as the Beneficiary purchases the plan and ends with the date of initiation of the voucher. This benefit does not apply for Beneficiaries older than 74 years of age at the time of the trip.

### **COVID-19 trip cancellation**

If it is included in the voucher, the Beneficiary may cancel his trip in advance for the following reasons:

1. Due to a positive diagnosis of COVID-19 of the Beneficiary, travel companion or family member in the first degree of consanguinity.

In any case, the Voucher must be issued at least 14 days in advance of the departure date, or the start date, whichever comes first.

***Note 1: Does not apply to Beneficiaries over 70 years of age. Trip Cancellation requests will not be covered, if it were to occur due to a border closure by the Government of origin or destination. Additionally, if the hotel provider, airline or any other tour operator offers the Beneficiary the option to leave the dates open, reschedule, credit in favor, and among other solutions, even if the Beneficiary rejects said option, there will be no refund for expenses incurred.***

***Note: Any event that occurred prior to the issuance of the Assistance Plan is excluded from assistance. In the event of the same event that involves more than one reservation and whatever the number of Holders involved in it, WE ASSIST's maximum liability for compensation for all affected holders will not be greater than FORTY THOUSAND NORTH AMERICAN DOLLARS US \$ 40,000.00 as global maximum amount for the same claim. In the event that the sum of the compensation to be paid exceeds the aforementioned amounts, each individual compensation will be made in proportion to the maximum liability defined in the Voucher.***

### **Substitution of an executive**

In the event a Beneficiary is traveling abroad on a business trip and is hospitalized for a covered medical emergency which inhibits their ability to carry out their professional responsibilities, **WE ASSIST** will cover for a round trip economy airline ticket and up to USD 80 dollars daily for hotel expenses up to five (5) days, for a substitute person designated by the employer, to assume the Beneficiaries responsibilities. This benefit is subject to seating availability and approval from **WE ASSIST'** Emergency Management Center.

### **24 hours' information line**

Beneficiaries of a **WE ASSIST** plan, can request to the Emergency Management Center, information concerning consular and health obligations, as well as touristic information and others concerning the country of destination. **WE ASSIST** also offers concierge service to help with booking of hotels, restaurants, sporting events, cultural events, among others.

### **Concierge assistance**

The **WE ASSIST** concierge service is available 24 hours a day, 365 days a year to assist Beneficiaries in obtaining information on tickets for shows, travel arrangements, vehicle rental, reservations for plays and any other information that the Beneficiary may need in the main cities of the world.

### **Technological Concierge**

The technological concierge service of **WE ASSIST** is available 24 hours a day, 365 days a year, so that Beneficiaries receive step-by-step assistance during the international trip, from our expert technical team so that their technological life is always 100% safe and simple. The Beneficiary will be responsible for all costs and expenses related to the request for concierge assistance services; this service is purely informative.

### **Second medical opinion**

When during a trip abroad, the card holder is diagnosed as having a fatal prognosis, incurable or seriously compromising their quality of life, or when the proposed treatment entails a high vital risk, the same may be requested through the Assistance Center of **XXXXX** a second medical opinion abroad for a medical professional to study the information from their clinical history and issue the respective report, which will be sent to the applicant. The second medical opinion is carried out for the following purposes:

- Diagnostic confirmation of progressive degenerative disease without curative treatment of the central nervous system, of a malignant neoplastic disease, except skin cancers that are not melanoma.
- Confirmation of therapeutic alternatives in all malignant neoplasms, including skin cancers, both at the beginning, as well as at the time of onset of metastasis.
- Therapeutic proposal for advanced coronary disease of multiple or simple angioplasty versus conventional coronary heart surgery.
- Proposal for conventional coronary surgery at risk, with or without extracorporeal circulation, versus transmyocardial revascularization with laser, neoangiogenesis or transplantation.
- In congenital heart disease with indication of closure or enlargement of congenital defect by interventional cardiology technique versus conventional surgery.
- Diagnostic confirmation of brain or spinal cord tumor.
- Proposal for surgical treatment in idiopathic or non-idiopathic major scoliosis.

- Confirmation of diagnosis of rare disease. It will be understood as a rare disease: that disease with danger of death or chronic disability, including those of genetic origin, which has a low prevalence, that is, less than five cases per ten thousand inhabitants.
- Confirmation of therapeutic alternatives in all malignant skin neoplasms, both at the beginning and the recurrence or at the time of appearance of the metastasis.
- Diagnostic confirmation of cerebral palsy in children.
- Confirmation of therapeutic alternatives in epilepsy refractory to treatment.
- Confirmation of surgical intervention in the cases of cerebrovascular accidents and arterial thromboembolic lesions as an alternative to another treatment.
- Diagnostic confirmation or therapeutic alternatives for ophthalmic pathologies that cause a decrease in visual acuity equal to or less than 0.1 bilateral (Schnellen Scale) or a decrease in bilateral visual field to be equal to or less than 10°.
- Confirmation of surgical therapeutic alternative in the aortic aneurysm.
- Confirmation of surgical therapeutic alternatives in ischemic heart disease.
- Proposal of surgical treatment in pathologies of the spinal column with spinal involvement and, where appropriate, root involvement that seriously affects the quality of life of patients previously operated on by any of the following procedures:
  - ✓ Reopening of the laminectomy site.
  - ✓ Another exploration and decompression of the spinal canal.
  - ✓ Excision or destruction of spinal cord injury / meninges spine.
  - ✓ Excision or destruction of non-specific intervertebral disc.
  - ✓ Vertebral arthrodesis.
  - ✓ Vertebral rejection.
  - ✓ Circumferential vertebral fusion, access with single incision.
  - ✓ Insertion of intersomatic vertebral fusion device.
- Proposal for surgical treatment in pathologies of the locomotor system that seriously compromises the quality of life of patients previously operated by any of the following procedures:
  - ✓ Total hip replacement.
  - ✓ Total knee replacement.
- Confirmation of therapeutic alternatives in patients included in the transplant protocol.

This Benefit may be used only once within the validity of the voucher, regardless of the duration of the same. It includes the costs of sending the medical record and the cost charged by the medical professional (s) to study the case.

### **Emergency message transmission**

Upon the Beneficiaries request, **WE ASSIST** will provide the Beneficiary's family and/or employer with information regarding the use of any of the benefits and service contained herein.

#### **Emergency cash transfer and Emergency cash transfer for bail bond**

If during the trip abroad the Beneficiary requires an emergency cash transfer, **WE ASSIST** will cover the expenses (fee) of the money transfer to the Beneficiary up to the limit specified, the money must be previously deposited in the nearest **WE ASSIST**' offices by the Beneficiary's family. If the Beneficiary were imprisoned as a result of a traffic accident, **WE ASSIST** will cover the expenses (fee) of the money transfer to the Beneficiary up to the sum specified in the Benefits, in order to pay the bail bond. The money must be previously deposited in the nearest **WE ASSIST**' offices by the Beneficiary's family. This benefit will apply only once, regardless of the period of validity of the Assistance Plan.

#### **Legal assistance for traffic accident**

Due to an automobile accident, **WE ASSIST** will pay, up to the amount specified in the Benefits, for the attorney's fees incurred for the Beneficiaries civil or criminal defense.

#### **Total and definitive loss of baggage**

**WE ASSIST** will indemnify the Beneficiary of a plan that includes this complementary benefit, up to the maximum amount specified in the Schedule of Benefits. In order to be compensated for lost baggage, the following conditions must be met:

- That the airline and the Emergency Management Center have been formally notified of such loss before the Beneficiary leaves the airport where the baggage was supposed to be delivered.

- The baggage has been lost during its transportation on a regularly scheduled international flight, this benefit does not apply when the loss originates on a domestic flight, charter flight, private or military aircraft, or any flight that does not have a fixed itinerary published and operates regularly, nor when the loss arises from domestic flights abroad.
- That the baggage has been duly registered, labeled and shipped in the hold of the aircraft and has been duly presented and delivered to the airline staff at the airport. **WE ASSIST**, won't compensate the Beneficiaries for the loss of baggage considered as hand baggage or transported in the cabin of the aircraft or any other package that has not been properly registered with the airline.
- That the loss of the baggage occurred between the moment that it was delivered to the authorized personnel to be shipped and the time the baggage was supposed to be delivered to the Beneficiary.
- That the airline has taken responsibility for the loss of the mentioned baggage, and has paid the beneficiary the indemnity intended for it. **WE ASSIST** will not be able to compensate the Beneficiary when he has not yet received the compensation from the airline.
- Losses occurred during land transportation of any kind is not included.
- The compensation will be limited to one completely missing bag and to a single Beneficiary. In case the baggage is in the name of several Beneficiaries, the compensation will be prorated between each of ticket holders, as long as it includes the corresponding ticket numbers for each one, as well as the voucher number. Partial missing luggage is not compensated.
- If the airline offered as compensation to the beneficiary the opportunity to choose between receiving a cash value or one or more tickets, **WE ASSIST** will proceed to pay the beneficiary the economic compensation, once the option is taken.

It is important to note that in the case of lost baggage, the direct responsible are the airlines or transportation companies, therefore **WE ASSIST** will act as a facilitator between the airline and/or Transportation Company and the Beneficiary, and therefore shall not be considered or taken as directly responsible for the loss or baggage search. The airlines reserve the right to accept or not **WE ASSIST** claims and in general terms they may require that the claims are brought directly by the Beneficiaries, not allowing any interference from **WE ASSIST**.

The compensation, if approved, will only be paid once the Beneficiary is back in their country of origin and where the plan was purchased. Upon returning, the Beneficiary must present to **WE ASSIST**, the following documentation:

- The Property Irregularity Report (P.I.R)
- Identification document
- Voucher
- Original copy of receipt proving payment by the airline/ Airline Tickets

**WE ASSIST** may proceed with the compensation only after the airline responsible for the loss duly compensates the Beneficiary. **WE ASSIST** won't be able to compensate the Beneficiary without proof of payment of the airline.

***NOTE: The compensation to the Beneficiary will be complementary to that paid by the airline as indicated in the voucher corresponding to the acquired WE ASSIST plan. In case of supplementary compensation, the amount of the same shall be determined as the difference between the amount paid by the airline and the amount determined in accordance with the stipulated in the acquired plan, and always up to the maximum limit indicated by this concept in the voucher. No compensation will be valid if the compensation of the airline equals or exceeds the maximum limit established in the voucher for this concept. Besides, compensation for loss of baggage applies per package or load and not per person.***

### **Expenses for delay in returning the luggage**

**WE ASSIST** will reimburse the Beneficiary whose plan so provides, by presenting the original proof of purchase, for expenses for the purchase of first necessities during the period of the delay in delivering their luggage. This service will be provided only if the baggage is not located within six (6) hours from the arrival of the flight. "Within 6 hours" refers only to the period up to the location of the baggage. The subsequent period to the physical delivery of the baggage by is out of **WE ASSIST** responsibility and therefore will not be taken into account in computing the 6 hours.

If the delay or loss of luggage occurs in the flight back to the country where the ticket was issued or the country of habitual residence of the Beneficiary, no compensation will be awarded.

In the event that it was finally declared a total loss of luggage by the airline responsible for its management and considers appropriate to indemnify the Beneficiary, if used, this benefit shall be deducted from the amount to compensate by **WE ASSIST** on "Total and definitive loss of baggage" benefit, the amount that would have been paid to cover for expenses for delay in returning the baggage.

This service operates on reimbursement prior approval of the Emergency Management Center and governed under the times established in the procedures for reimbursement.

In case of luggage delay, follow these instructions:

1. Immediately after noticing the baggage delay, contact the airline or responsible person within the same premises where the luggage arrives. Request and complete the P.I.R Property Irregularity Report form.
2. Before leaving the airport, contact the Assistance Center by phone to notify you of lost luggage.

Upon returning to your home country, you must submit the following documentation at the offices:

1. P.I.R Form
2. Proof of payment due to expenses of essential items (hygiene items and basic necessities).
3. Original flight itinerary.

***Note: the compensation for delay in return of luggage applies per package or load and not per person.***

### **Baggage Damage Compensation**

If the Beneficiary's bags suffer any type of damage that exposes the elements inside them, as well as the violation of their locks with the same effects, **WE ASSIST** will grant the beneficiary the amount indicated according to the limits of the contracted product.

To make this benefit effective, it must be verified that the break occurred between the moment the luggage was shipped and the time it should be delivered to the Beneficiary upon disembarkation, must have been informed to the **WE ASSIST** Assistance Service Center within The 24 hours of the incident and the Beneficiary must submit to **WE ASSIST** the proof of complaint given by the airline or shipping company and the original receipts for the settlement of the breakages or replacement of the luggage.

***Note: the compensation for delay in return of luggage applies per package or load and not per person.***

### **Delayed or cancelled flight**

If the Beneficiary's flight is delayed for at least 6 consecutive hours of the original scheduled departure time, and there is no other alternative form of transportation during this period **WE ASSIST** will reimburse up to the maximum benefit indicated in the voucher for reasonable accommodations, traveling expenses, food and communication charges incurred during the hours of delay and until travel becomes possible. Prior authorization from **WE ASSIST**, presentation of valid original receipts and a report from the transporting airline indicating the reason for the delay is required. Beneficiaries with stand-by tickets are not eligible for this benefit nor does this benefit apply in the Beneficiary's country of residence.

This benefit will not be provided if the flight was at an airport located in the vicinity of the city of habitual residence so that the distance is greater than 100 km or within the city of the Beneficiary's habitual residence; nor if the Beneficiary travels with a ticket subject to availability of space. This service does not apply if the cancellation is due to bankruptcy and / or cessation of airline services.

### **Continuation of trip/cruise**

**WE ASSIST** will bear the cost of a ticket in economy class, one-way, from the port of embarkation until the next port of call of the contracted cruise, if the Beneficiary initially missed the scheduled departure of the cruise due to a delayed connecting flight for more than (6) hours of the scheduled time. This benefit is paid as a reimbursement upon presentation of proper receipts and report from the airline (PIR).

### **Amateur sports assistance**

Provides assistance of equestrian sports, snow sports, team sports, strength sports, winter sports, martial arts, sport shooting championships practiced in regulated ranges, watersports, skiing, surfing, recreational kitesurfing, recreational diving (up to 15 meters maximum), swimming, skating, snowboarding, when practiced as amateur activities.

***Note: Any injury caused by professional practices and / or tournaments, competitions, etc. is excluded from assistance.***

### **Psychological assistance**

Telephone counseling 24 hours for Beneficiaries that because of medical repatriation, death of a family member or natural disaster have been affected during the trip. This service is provided psychological support at times that can generate strong emotional tension, in no case may replace direct attention Psychologist or Psychiatrist.

## **X. OPTIONAL PURCHASE OF ADDITIONAL BENEFITS FOR THE BENEFICIARY**

The Beneficiaries will have the option of acquiring additional, but not separately, additional benefits to those established for each particular assistance plan of **WE ASSIST**, by paying a supplement to the price of the original plan, all in accordance with the provisions and prices of the public offering on the **WE ASSIST** web platform.

Additional benefits or upgrades may only be issued for short stay trips.

### **Upgrade Multi cause Cancellation Trip**

In all such cases in which the Beneficiary has expressly purchased the Multi cause Cancellation Trip benefit offered by **WE ASSIST**, assistance will be granted up to the amount specifically contracted and said benefit must be expressly stated in the Beneficiary's voucher. This benefit is only valid for international travel.

**WE ASSIST** will cover up to the maximum limit of assistance according to the contracted plan the penalties for early cancellation of a trip known as tours, tour packages, excursions, airline tickets and cruises that have been organized by a professional tour operator duly accredited at the destination of said trip. To be eligible for this benefit, the Beneficiary must:

- 1) Acquire the plan a maximum of 72 hours after the first payment of the tour services that could be canceled.
- 2) Notify **WE ASSIST** in a maximum of 24 hours after the event of the cancelation occurs. The time used to determine the 24 hours will be calculated only by the occurrence of the event and not from the moment in which the beneficiary reports it to **WE ASSIST**. At the same time the beneficiary must cancel the cruise tourism agency, travel agency, tour operator, etc. in order to not increase the cancelation penalty applied by this agency.
- 3) Present, up to 30 calendar days after the end date of the validity of the voucher, all documentation that **WE ASSIST** considers to evaluate the assistance of this benefit including but not limited to: Documents that clearly show the motive of cancelation, respective paperwork of the service providers, invoices and payment receipts.
- 4) In the case of "Annual Multitrip" plans, this benefit will apply only once and corresponds to the initial trip of the passenger, it cannot be considered as applicable for all trips that the Beneficiary may make during the total validity of the voucher.

- 5) The Beneficiary has up to thirty (30) calendar days from the date of the event to present the complete documentation and backups necessary to initiate the reimbursement process. After that period, documents will not be accepted to process any refund.

Justified causes contemplated up to 100% of the assistance of the benefit indicated in the voucher, are as follows:

1. Death, accident or serious non-preexistent illness of the Beneficiary; death, accident or serious illness of a member of the Beneficiaries immediate family (spouse, children or parents). A serious illness is defined as a sudden alteration of health that requires hospitalization or total rest, and that according to the **WE ASSIST** medical department, prevents the initiation of the trip on the designated travel date.
2. Being summoned to testify in a court or selected for Jury duty.
3. Damages to the Beneficiaries primary residence or professional place of work caused by fire, burglary, vandalism or Force of Nature causing damage to such an extent as to render them uninhabitable and consequently requires the presence of the Beneficiary.
4. Medical quarantine caused by an accidental event which prohibits leaving the country.
5. Layoff checked with the date after the acquisition of the assistance.
6. Emergency call to provide military, medical or public service.
7. For epidemic, natural disaster or volcanic ashes. In the cases of cruise products, the emission of volcanic ashes will not be a valid reason to access this benefit.
8. When the traveling companion of the Beneficiary who shares the same hotel room or the cruise cabin or first degree of consanguinity (spouse, parents, children, brothers and sisters), also a Beneficiary of a Plan issued under the same conditions as the Beneficiary, has to cancel their trip for any of the previously mentioned circumstances.
9. Unforeseen exacerbations of pre-existing diseases. In which case the passenger with said pre-existing illness must have remained stable, without episodes, for a minimum period of 6 months prior to the trip. **WE ASSIST** reserves the right to request the original medical history of the passenger prior to the date on which it manifests the exacerbation of the disease.
10. Pregnancy complications.
11. Wedding cancelation.
12. Delivery of child in adoption
13. Emergency birth delivery

Are Justified causes contemplated up to 70% of the assistance of the benefit indicated in the voucher, are as follows:

14. Kidnap of the beneficiary or direct family member, for this benefit it has to be of public knowledge and ascertainable.

15. Holiday Cancellation by company responsibility.
16. Change of job.
17. Non-approval of the Visa to enter the country of destination. This **assistance** is valid if the purchase of the Supplement is made at least 72 hours before the appointment to obtain the visa before the respective embassy. It does not apply to the costs of consular procedures (visa cost).

The plan acquired with the before mentioned conditions and if applicable to the benefit, the validity of the same starts as soon as the beneficiary purchases the plan and ends in the initiation of the trip. This benefit does not apply for beneficiaries older than 74 years old at the time of the trip.

### **COVID-19 trip cancellation**

If it is included in the voucher, the Beneficiary may cancel his trip in advance for the following reasons:

1. Due to a positive diagnosis of COVID-19 of the Beneficiary, travel companion or family member in the first degree of consanguinity.

In any case, the Voucher must be issued at least 14 days in advance of the departure date, or the start date, whichever comes first.

***Note 1: Does not apply to Beneficiaries over 70 years of age. Trip Cancellation requests will not be covered, if it were to occur due to a border closure by the Government of origin or destination. Additionally, if the hotel provider, airline or any other tour operator offers the Beneficiary the option to leave the dates open, reschedule, credit in favor, and among other solutions, even if the Beneficiary rejects said option, there will be no refund for expenses incurred.***

***Note: Any event that occurs prior to the issuance of the Assistance Plan is excluded from assistance. In the case that an event involves more than one reservation and whatever the number of Holders involved in it, the maximum indemnity responsibility of WE ASSIST for all affected holders, will not be greater than FORTY THOUSAND NORTH AMERICAN DOLLARS US \$ 40,000.00 as global maximum amount for the same incident. In the event that the sum of the compensation to be paid exceeds the aforementioned amount, each individual compensation will be made prorated of the maximum liability defined in the Voucher.***

### **Upgrade for Coronavirus**

In those cases that the Beneficiary explicitly contracts the upgrade for expenses related to the coronavirus, they will have access to the following benefits:

1. Hotel and food expenses for up to 15 days.
2. Transfer of a relative due to hospitalization, as long as the treating physician authorizes the hospital visit or accompaniment at the hotel.
3. Difference in Fare or penalty for delayed or early return trip of the holder.

4. Cancellation of the trip contracted for intra-hospital assistance of Covid-19 and Guarantee of Cancellation and Interruption of Trip due to a positive diagnosis of Covid-19 that prevents the travel on designated travel dates
5. Assistance through telemedicine during compulsory isolation, for monitoring the health status of the patient.
6. Emotional support through tele psychology.

In order to access these benefits, the following conditions must be met.

1. Medical report indicating that the patient must remain in self-isolation.
  2. This upgrade guarantees the hotel expenses per reservation, this means that if two
  3. people or more who share the same room are diagnosed with covid-19, the expenses to be reimbursed will correspond to this reservation. That said, it is understood that a room will not be paid for each reservation.
  4. Hotel expenses for quarantine will be covered as long as the reservation already paid for by the passenger has ended.
- The product will be capped at USD 20,000 for groups.
  - The maximum amount of this assistance is USD 1,500 (For Costa Rica trips the limit of this assistance will be USD 2,000)

This product can be purchased for short-stay trips up to 90 days, or annual multi-trips, but you must acquire the upgrade per each trip when using your annual multi-trip assistance.

### **Upgrade Expectant Mother**

Every pregnant person wishing to purchase a **WE ASSIST** plan, may do so by paying an additional amount. This benefit can be sold to pregnant woman up to a maximum 32 weeks of gestation. The benefit applies mainly for emergencies that arise during the trip, including emergency controls, emergency ultrasound, medical treatment for illnesses caused by their situation of pregnancy, emergency childbirth due to illness or accident that threatens the life of the mother or child, abortions or any type and any medical assistance derived from the situation of pregnancy. This benefit will only have a maximum duration of 30 days, counted from the beginning of the trip abroad.

Exclusions specific to this benefit:

- a. Controls, ultrasound, medical consultations, general medical studies, etc., that are part of routine pregnancy process controls and non-emergency. Also, all the resulting complications during and after pregnancy.
- b. Deliveries and C-Sections within the normal course and on time.
- c. Medical expenses related to the newborn.
- d. If it is found that the reason for the trip is to deliver the baby outside the country of origin

- e. If it is established that the sale of the voucher was performed after 32 weeks of pregnancy

**NOTE: the age limit to access the benefit of future mom is minimum of 19 years of age up to 45 years of age.**

### **Upgrade Personal belongings**

**WE ASSIST** will reimburse the beneficiary of a plan of assistance which thus establishes it, for the cost of your personal belongings or baggage that has been stolen during the trip stop contracted plan assistance. In addition, costs will be refunded on purchase of necessities that you saw required to acquire as a result of the event

1. Up to \$ 250 for a valuable object, a set or a pair.
2. Loss of medication or medical equipment considered necessary and vital by the medical department to maintain the health of the beneficiary.

To access this benefit, the beneficiary must submit the documents deemed necessary, the Central services of assistance including, but not limited to:

- a. Complaint filed police within 24 hours of the fact, proving the theft of personal items.
- b. If the theft had occurred in a hotel, must present the complaint filed by the administration of the same.
- c. Invoice of purchase or customs declaration of the object lost or stolen with prior to the loss, theft or theft.
- d. If loss occurs under the custody of an airline or other means of transport must submit the P.I.R form or report obtained on the shipping company.
- e. Receipt of first necessity items, meaning is the same: exclusively: clothing (outerwear, underwear), shoes, items of personal hygiene (shampoo, conditioner, SOAP - liquid, bar, powder-, toothbrush, toothpaste, deodorant, shaving cream, razor, feminine hygiene products) and makeup.

Exclusions to this assistance are:

- i. Will not be covered in the event that the loss occurs in the custody of an airline or other transportation and the beneficiary receives compensation for the mentioned loss.
- i. No personal belongings or baggage that were stolen from a parked car will be covered, unless they were in the trunk of the car, out of the public view and locked in the case of caravans or if there is evidence that the theft was carried out using violence or force.
- ii. No unattended baggage will be covered unless they were in a hotel room or in a safe place, there must be evidence of forced entry.
- iv. Wheelchairs, strollers, tricycles, bicycles, motorcycles and jet skis.
- v. Contact lenses, dentures and hearing aids.

- vi. Stamps, documents, business goods and samples.
- vii. Custody or detention of the items by the customs authorities.
- viii. Cases in which the beneficiary does not take the necessary safety precautions.

**Note: this benefit is not cumulative with others.**

### **Upgrade Tech protection**

**WE ASSIST** will reimburse the beneficiary a plan of assistance laying as well, for the loss, theft or theft of the following elements: still cameras, video cameras, smartphones, tablets and computers up to the maximum limit of this benefit on the contracted plan assistance. To access this benefit, the beneficiary must submit the documents deemed necessary, the Central services of assistance including, but not limited to:

1. Police report filed within 24 hours of the occurrence, attesting the theft of personal items. If the theft had occurred in a hotel, the Beneficiary must submit the complaint filed by the administration.
2. If the theft had occurred in a hotel, the complaint filed by the administration of the same must be presented.
3. Invoice of purchase or customs declaration of the object lost or stolen with prior to the loss, theft or theft.
4. If loss occurs under the custody of an airline or other means of transport must submit the P.I.R form or report obtained on the shipping company.
5. Invoice for the replacement of the stolen object, by one of the same brand and reference, after the eradication of the police report.

**Note: this benefit is not cumulative with others.**

### **Upgrade Sports**

**WE ASSIST** will be responsible for the costs of care resulting from accidents occurring in high-risk recreational practice, in professional practical competitions (up to the top of your contracted medical assistance without exceeding USD 100,000) of the following sports:

1. **Category 2:** water skiing, sprint track cycling, curling, figure skating, British canoeing, scuba diving (up to 30 meters maximum), marathons, artistic gymnastics, pony trekking, parasailing, roller hockey, free riding, ice skating, field hockey, kayaking levels 3 and 4, angling in deep coastal waters.
2. **Category 3:** Martial Arts, Skiing, Welsh football, American football, ice hockey, speed skating, short track speed skating, tobogganing, mountain biking, mountaineering, bobsleigh,

climbing, roller derby, heli-skiing, show jumping, horse racing, competition riding, trampolining, rafting levels 4 and 5.

3. **Category 4:** Parachuting, paragliding, acrobatic skiing, downhill skiing, cross country skiing, luge, off-track skiing, rafting above level 5, canoeing level 5, ice climbing, motorcycling, motor racing, rugby, BMX.

**NOTE: age limit for extreme sports in any category is minimum 15 years old and maximum 65 years old.**

#### **Upgrade pet assistance (accident, illness and funeral repatriation assistance)**

The validity will be the same as the voucher assistance **WE ASSIST**, travel a maximum of 90 calendar days as long as the pet owner is out of the country. This benefit can be purchased by a pet owner, by paying an additional amount. This benefit can be sold for Dogs and Cats, as long as they are not described in the particular exclusions of this service.

In the event of an accident and / or non-pre-existing illness of the pet, **WE ASSIST**, Assist will cover the necessary veterinary care expenses, such as consultations, medication, diagnostic tests or surgery, among others, as long as it is a verifiable emergency. In addition, in the event of the death of the pet, **WE ASSIST**, will organize and pay for funeral repatriation and cover the expense of: International coffin for international transport, administrative procedures and transport of the body by the means deemed most convenient to the place of entry into the country of habitual residence of the owner of the pet, the same that appears in the assistance plan of **WE ASSIST**.

Particular requirements of this benefit:

- a. Dogs and cats will be accepted.
- b. The pet has at least completed four months of age and older than eight years.
- c. The pet owner must submit primer complete and current vaccination, on the understanding that the less than one year old pet show that they have received their booster shots.
- d. The pet upon travel must show no disease
- e. The pet must be submitted for wormed, internally and externally reception.
- f. It will only apply for one pet per person.

Particular exclusions for this benefit:

- i. No checks, investigations, medical consultations in general, medical studies, etc., that are not emergency will be covered.
- ii. Vaccines and/or deworming.
- iii. Diseases resulting from lack of deworming or vaccines.
- iv. Gestating pets.
- v. Pets at the time of travel are sick.
- vi. Pets in medical treatment.
- vii. Minor pets of four months and over eight years old.
- viii. Pets not have the full primer and current vaccination.
- ix. Pets that do not comply with the norms and legal requirements for international transfer.
- x. Others that apply in the main contract of **WE ASSIST**.

### **Upgrade medical assistance in case of pre-existing condition**

*The preexisting illness upgrade will only cover 30% of the medical assistance, without exceeding USD 30,000.*

In those cases, in which the Beneficiary specifically hires the assistance for acute emergencies suffered for a preexistent and/or chronic condition, it will be covered up to the amount specified under the benefit of the plan named Medical assistance in case of preexistent condition, such assistance must be clearly identified in the Beneficiaries voucher. The assistance provided by the plan for Chronic and/or preexistent conditions contemplates the following eventualities:

Acute episode or unpredictable event, decompensation of known chronic and / or preexisting diseases, hidden or previously asymptomatic. This assistance is provided exclusively for primary medical care in the acute episode or in case of an unpredictable event. Assistance will be provided up to the limited amount of assistance available specified by the contracted plan and according to the conditions that apply for this benefit and its upgrades. Assistance will be provided when the emergency must require assistance during the trip and cannot be postponed until returning to the country of residence; however, the Emergency Management Center reserves the right to decide the most appropriate treatment among those proposed by the medical staff and / or repatriation to your country of residence. Repatriation will be a solution in cases where treatments require long-term evolution, surgeries

It is excluded from this benefit the commencement or continuation of treatments, diagnostic procedures, of investigation, diagnostic and / or therapeutic behavior, which are not related to the acute and non-predicted episode.

It is excluded from this assistance the all the illness related to sexual transmission, including but not limiting to syphilis, gonorrhea, genital herpes, chlamydia, human papilloma virus trichomonas vaginalis, trichomoniasis, human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), among others.

It is not covered in any of our plans, dialysis procedures, transplants, oncology treatment nor psychiatric treatment, hearing aids, eyeglasses, contact lenses, dental bridges, pacemakers, implantable defibrillators, outpatient respirators, implantable devices, specific disposable equipment, etc. diseases caused by ingestion of drugs, narcotics, medicines taken reliably without prescription, alcoholism, etc.

***Note: This benefit will not cover for any reason the follow-up or continuation of treatments initiated during the validity of the first voucher of a passenger who has decided to renew their assistance plan; Besides, the assistance may not exceed USD 30,000.***

Obligations of the Beneficiary:

1. The Beneficiary must follow all medical instructions given by the treating doctor assigned by **WE ASSIST** and take all medication as prescribed and required manner.
2. If the Beneficiary interested in hiring a plan that includes emergency assistance for pre-existing medical condition **WE ASSIST**, suffer some(s) of the following conditions: any type of cancer, heart disease, chronic lung disease and / or chronic liver disease, the Beneficiary

should consult their personal physician in their home country before beginning the trip and get written confirmation they are fit to travel by all the planned days, the desired destination and the condition is not an inconvenience for all the scheduled activities.

3. The Beneficiary may not undertake journey after receiving a terminal diagnosis.
4. In order to access this assistance, the beneficiary must have been stable for more than 12 months.

In case it is determined the reason of the trip was the treatment abroad for a chronic or pre-existing condition, the Emergency Management Center will deny assistance.

***Note: the age limit to access medical assistance in case of pre-existing condition is maximum 74 years of age.***

## **XI. EXCLUSIONS APPLICABLE TO ALL SERVICES AND BENEFITS**

**WE ASSIST** is excluded from liability to serve in case of:

1. Chronic or existing illnesses suffered before the commencement of the term of the Plan, known or not by the Beneficiary, as well as its complications and consequences even when they appear during the trip. Unless plans that include this benefit.
2. Disease, injury, illness or complications resulting from treatments performed by people or professionals not authorized by the Medical Department or the Emergency Management Center.
3. Homeopathic treatments, acupuncture, physical therapy, spa treatments, podiatry, etc.
4. Criminal intent or criminal action of the Beneficiary, directly or indirectly.
5. Illness treatment or pathological states as a consequence of consumption or intentional administration of toxics, drugs, narcotics or non-prescribed medicines.
6. Expenses incurred in any kind of orthosis, prosthesis, including artificial teeth, eyeglasses, contact lenses, hearing aids, etc.
7. Events that occurred as a result of training, practice or active participation in professional or amateur sports competitions. Also expressly excluded occurrences consequent to the practice of dangerous sports, including but not limited to: Motorcycling, Motorsport, Boxing, Polo, jet skiing, diving (up to 30 meters maximum), Hang-gliding, karting, ATV, Mountaineering, Skiing, Football, Boxing, Canoeing, Paragliding, Kayaking, Badminton, Basketball Ball, Volleyball, Handball, Karate Do, Kung Fu, Judo, archery, rifle shot, Tejo, Rappel, Rappel, Mountain climbing, bungee jumping, athletics, cycling, Speleology Luge, Skeleton, hunting animals, Bobsleigh, etc., and other sports practiced off tracks and regulations approved by the respective sports federations.

8. Abortions, births, check-ups, tests and pregnancy complications. Also, all the resulting complications during and after pregnancy.
9. All kinds of mental.
10. Conditions, illnesses or injuries resulting from the consumption of alcoholic beverages of any kind.
11. The Acquired Immunodeficiency Syndrome (AIDS) and human immunodeficiency virus (HIV) in all its forms, consequences and implications. Sexually transmitted diseases and/or infections and/or any type of examination and/or treatment that has not received the prior approval of the Emergency Management Center.
12. Event derived from natural disasters, nuclear radiation or radioactivity, as well any other phenomenon with extraordinary character or event that due to its proportions or seriousness it will be considered as a national disaster or catastrophe.
13. Suicide or intent of suicide or wounds self-inflicted by the Beneficiary and or their family, as well as any other act of obvious irresponsibility or imprudence by the Beneficiary.
14. Events derived as consequence of war (declared or not), terrorism, rebellion, civil war, insurrection, military or naval coup, government usurpation, serious alteration of the public order, with or without the personal participation of the Beneficiary or as a member or a civil or military organization.
15. Intentional acts or caused by bad faith by the Beneficiary or its representatives.
16. Routine check-ups, lab tests, tests of controls diagnosis, laboratory tests or radiological or other means, aimed to establish whether the disease is a pre-existence, such as examinations radiology, Doppler, MRI, CT, ultrasound images, scanner of all kinds, etc. The medical examinations to establish whether the condition corresponds to a pre-existing disease or not.
17. Expenditure on public and private transport paid by the Beneficiary from their hotel or location to a hospital, medical center or doctor's office. Unless these expenses have been expressly authorized in writing or orally by the Emergency Management Center.
18. Congenital diseases and their derivatives or consequences, known or unknown to the Beneficiary.
19. Injuries or accidents arising from aircrafts not authorized for public transportation, including private charter flights.
20. Illness, disease or injury arising directly or indirectly from quarrels or fights (unless it were a proven self-defense with police report), strike, acts of vandalism or popular tumult that the Beneficiary has participated as an active member. Or the attempt to commit an illegal act and, in general, any criminal or fraudulent action, including providing information that is different from the reality.

21. Treatment for endemic, epidemic or pandemic disease in countries with and without health emergency if the Beneficiary has not followed the suggestions and/or information on travel restrictions and mandatory vaccinations issued by respective health authorities in each country.
22. Any expense or care that has not been consulted and approved by **WE ASSIST** Emergency Management Center.
23. Diseases or ailments resulting from disorders in women menstrual period and delays; and abundant vaginal discharge.
24. Liver diseases such as cirrhosis, abscesses, and others.
25. Exams and/or hospitalization for stress tests and all types of preventive checkups.
26. Any type of hernia and its consequences.
27. Kidnapping or attempted kidnap.
28. Professional Risks: If the reason for the trip was Beneficiary perform work or tasks that involve a professional risk. Illness or work related accidents when performing highly specialized tasks where life is exposed or being exposed to hazardous substances or handling of heavy machinery, or manipulation of gas, air pressure or hydro fluids, or requiring special physical skills.
29. Driver or passenger injuries by the use of any type of vehicles, including bicycles, motorcycles and mopeds without a license or without a helmet, or without insurance policies.
30. Excluded are accidents and illnesses that occur while the Beneficiary is in countries where civil or foreign war. Example: Afghanistan, Iraq, Sudan, Somalia, North Korea, etc.
31. No assistance will be provided to any Beneficiary in illegal immigration or employment status (including undeclared work in the country where attendance, or shocked students working in a foreign country without the appropriate permission from local authorities is required).
32. **WE ASSIST** will not be responsible for costs for physiotherapies referred to the treatment of ailments related to work accidents, repetitive tasks or chronic and / or degenerative diseases of the bones or muscles. The physiotherapies will be covered only in case the ailment has been caused by a non-work accident with prior authorization from the Medical Department of the Assistance Services Center in case it is determined that with them the passenger can improve their current condition and under no circumstances, may exceed ten (10) sessions.

In case that it is determined that the reason for traveling abroad was the treatment of a preexisting condition and that the current treatment has any direct or indirect link with the previous condition, **WE ASSIST** reserves the right to investigate the connection between the current event and the previous condition.

Agreement of competition: It is expressly agreed between the parties with respect to the contractual relationship between the Beneficiary and the provider Voucher any problem of interpretation of the scope of the same and / or legal claim, which cannot be resolved amicably between the parties, shall



be subject to the jurisdiction of the courts of Doral, Florida, excluding any other jurisdiction and jurisdiction that may correspond

No joint services and / or intervention of other enterprises: In no **WE ASSIST** case will provide support services to the Beneficiary established in the health care plan of the travel certificate or fee reimbursement of any kind, as long as the Beneficiary requests or has requested services for the same problem and / or condition to any other company, before, during or after they are applied to the supplier.

## **XII. SUBROGATION AND ASSIGNMENT OF RIGHTS**

Until the amounts disbursed in compliance with the obligations arising from these general conditions, **WE ASSIST** and/or the insurance companies that assume the risk as a result of the **WE ASSIST** order will be automatically subrogated in the rights and actions that may correspond to the Beneficiary or to his or her heirs against third-party natural or legal persons by virtue of the event that motivates the assistance rendered and/or benefit paid.

The Beneficiary of the product granted agrees to pay on the spot **WE ASSIST** any amount that has been received from the party responsible for the event and/or his Insurance Company (s) as an advance (s) account of the liquidation of the final compensation to which the Beneficiary is entitled; this up to the amount of the payments that would have received from the insurance companies in the case occurred

Without the following statement being construed as limiting, the rights and actions likely to be exercised in front of the following persons are expressly included in the subrogation:

- 1) Third parties responsible for an accident (transit or any other type) and/or their insurance companies.
- 2) Transport companies, with regard to the refund -total or partial- of the price of unused tickets, when **WE ASSIST** has taken over the transfer of the holder or his remains.
- 3) Other companies that cover the same risk.

**IMPORTANT:** The owner irrevocably transfers in favor of **WE ASSIST** the rights and actions included in this Clause, obliging to carry out all the legal acts that are necessary for this purpose and to provide all the collaboration that is required on the occasion of the fact happened In this regard, it undertakes and obliges to formalize the subrogation or assignment in favor of **WE ASSIST** within three (3) calendar days following the intimidation of the Holder/s for that purpose. If you refuse to subscribe and/or collaborate to assign such rights to **WE ASSIST**, the latter will automatically be exempt from paying the assistance costs incurred.

In addition, **WE ASSIST** will be subrogated, it being understood that any insurance, travel assistance and/or medical insurance will have the obligation in the first instance of payment of all or part of the expenses that may be triggered by the event suffered by the Beneficiary.

**WE ASSIST** will be subrogated in the rights and actions that correspond to the Beneficiary, for facts that have motivated the intervention of that and up to the total cost of the services provided.



Refusal to provide collaboration or subrogate such rights to **WE ASSIST** will be released from the obligation to fulfill the services offered and/or due. Likewise, **WE ASSIST** reserves the right to assign all or part of the rights that may arise from the contractual relationship with the Beneficiary, as well as the execution, rendering of services and other obligations under its charge to third professional legal entities. in the branch of assistance to companies in the field.

In this sense, the Beneficiary is aware of this right and therefore expressly waives to be notified or previously notified of such assignments.

### **XIII. EXCEPTIONAL CIRCUMSTANCES**

**WE ASSIST** and its network of service providers, agent or agents are expressly released and will held harmless for cases in which fortuitous events cause delays or prevent the rendering of services due to acts of natural catastrophes, strikes, riots, wars, lock-outs, invasions, sabotage, hostilities, rebellion, insurrection, governmental decree, terrorism, popular uprisings or any other overpowering force including nuclear, biological or chemical. Whenever elements of nature are involved, **WE ASSIST** promises to make every effort to meet its commitments once the impeding cause has ceased

### **XIV. RECOURSE**

**WE ASSIST** reserves the right to demand reimbursement from the Beneficiary for any expenses paid in error in the event **WE ASSIST** provided services or benefits not considered appropriately under the Plan or rendered outside the period of validity.

### **XV. DISCLAIMER**

The service provided by **WE ASSIST** in accordance with the terms of these general conditions and the travel assistance contract, is limited solely and exclusively to provide the Beneficiary with access to professionals for the provision by the latter, under its sole and exclusive responsibility, medical, dental, pharmaceutical, legal and / or general assistance services. In this way, **WE ASSIST** will not be liable in any way, either directly or indirectly, for any claim that the Beneficiary may make for the provision of the services carried out by any of the aforementioned professionals.

**WE ASSIST**, will not be liable and will not indemnify the Beneficiary for any type of damage, injury or illness caused by having provided the Beneficiary with his request, people or professionals to assist him medically, dentally, pharmaceutically or legally. In these cases, the person or persons designated by **WE ASSIST** will be held as agents of the Beneficiary, without possible recourse of any nature or circumstance against **WE ASSIST**, because of such designation. **WE ASSIST** strives to make available to passengers the best health professionals and the best means, however **WE ASSIST**, can never be held totally or partially as responsible for availability, quality, results, lack of attention, medical services and/or malpractice of said professionals or entities, as they are conditions that are completely outside of **WE ASSIST** control.

**XVI. TERMINATION**

Any claim the Beneficiary may have that gives rise to the obligations that **WE ASSIST** should or could assume under these General Conditions will terminate unless received in writing within a period of 30 (thirty days) consecutive days after the end of the validity of the voucher.