

TRAVELER ASSISTANCE GUARANTY (VIAJES IN)

**GUARANTY OF TRIP TO CUBA
GENERAL CONDITIONS**

TERMS AND THEIR DEFINITIONS

INSURANCE ENTITY: (INSURER)	SEGUROS INTERNACIONALES DE CUBA, S.A. (ESICUBA) Address: 314 Cuba St., Habana Vieja, La Habana, Cuba Hereinafter called the Insurer .
POLICYHOLDER:	Airline who contract the guaranty in the name of the Traveler and is responsible for the obligations of the contractual relationship established with the Insurer , as set out in the Particular Conditions of this Contract .
TRAVELER:	It is the person who is exposed to the risks covered by this Guaranty, exerts the rights and is responsible for the obligations of the contractual relationship constituted.
PREMIUM:	It is the amount to be paid by the Traveler for the coverage of the risk the Insurer offers, as per the conditions of this Contract.
MAXIMUM GLOBAL AMOUNT (MGA):	It is the amount of expenses, which hereinafter shall be called MGA , to be afforded by the Insurer to the Traveler , for all the concepts and services provided by means of these General Conditions. The amounts expressed in the Summary of Benefits are included within the MGA , therefore the sums computed as expenses for any of such amounts will be deducted among themselves.
ACCIDENT:	It is understood by accident any kind of bodily traumatic injury suffered by the Traveler which could be identified beyond any reasonable doubt by the physicians and is produced directly and independently of any other cause, by an external, unforeseen, unintended, sudden and fortuitous event.
SICKNESS:	It is understood by sickness any alteration of the health state of an individual that suffers the consequence of any pathology, which requires the assistance, diagnose and confirmation of the sickness by a physician.
CONGENITAL SICKNESS:	It is the suffering with which someone is born, or is acquired in the uterus, and could be discovered during the birth or in any other life period.
PRE-EXISTING CONDITIONS:	They are the existing Insured health-state conditions, that previously to the date of taking this Guaranty: a) Had been previously diagnosed by a physician, b) Had been apparent of plainly seen, or c) They would be those, which by its symptoms or signals could not have gone unnoticed.
MEDICAL EMERGENCY:	It is the sudden change in the health of the Traveler manifested by acute signs and symptoms that endanger his life, the physical integrity or viability of any of his organs and therefore provoke that the traveler requires immediate medical attention.
RECURRING SICKNESS:	It is the return of the same sickness after having been treated, usually three

or more times during the same calendar year.

ASSISTANCE ENTITY:

Assistance Entity, hereinafter called ASISTUR, is the entity who under the contract subscribed with the **Insurer**, is in charge to provide the assistance services that the **Traveler** might permanently need during 24 hours a day, 365 days a year.

ALARM CENTER:

It will be understood as such to the office belonging to the **Assistance Entity**, which is responsible to coordinate the required assistance services to the **Traveler** in virtue of this Guaranty.

ABOUT THE AGREEMENT, RENEWAL, AND CANCELLATION OF THE CONTRACT

CLAUSE 1: GUARANTY OBJECT

The object of this contract is to indemnify during its validity, the expenses incurred by the **Traveler**, always provided that they had been caused as a direct consequence of the foreseen risks contained in the Summary of Benefits, and up to the **MGA** according to the limits stated for each of the covered expenses.

CLAUSE 2: TERRITORIAL LIMITS

All the coverage of this Guaranty shall only be in force within the territory of the Republic of Cuba.

CLAUSE 3: CANCELLATION

This contract may be canceled by either part upon written notice to the other, but in any case without prejudice to comply with the outstanding obligations and compliance by the parties at the time of cancellation.

Each part shall notify the other in writing their interest in canceling at least thirty (30) days before the date when the cancellation must be effective.

CLAUSE 3.1: CANCELLATION BY DEFAULT

In the case of cancellation for non-payment of part of the premium, this contract shall remain in effect until the date on which the premium actually paid is reached.

CLAUSE 3.2: CANCELLATION FOR FALSE OR FRAUDULENT CLAIMS

The Insurer may terminate this contract by false or fraudulent claims.

ABOUT THE POLICY

CLAUSE 4: LEGAL BASIS

This contract is ruled by the dispositions of the Decreto Ley No. 263 de 2008 “Del Contrato de Seguro y su Reglamento” (Decree Law Nr. 263 of 2008 “About the Insurance Contract and its Regulations”) established by the Resolution No. 9/2009 of the Finance and Prices Ministry (MFP) as well as the Particular Conditions.

The General Conditions, the Particular Conditions and the Insurance Application will form this Contract and shall be tested in writing, in Spanish, in a clear, precise and easily legible manner.

CLAUSE 5: RESPONSIBILITY

The Insurer shall not be held responsible, and will not indemnify the **Traveler** for any harm, damage, injury, or sickness caused by persons or professionals not authorized by the Insurer to provide medical, pharmacological or legal assistance at the request of the **Traveler**.

CLAUSE 6: TRAVELER OBLIGATIONS

It is the obligation of the **Traveler** act in all cases as if they did not have this warranty, taking all the necessary measures to avoid or minimize the consequences of the accident or sickness that caused the expenses.

The Traveler is in the obligation to develop all necessary activity to safeguard the Insurance Entity right of recovery.

CLAUSE 7: OBLIGATIONS OF THE POLICYHOLDER

It is the obligation of the **Policyholder**:

- a) To guarantee that every **Traveler** receives the information on the website where is published everything about this **GUARANTY OF TRIP TO CUBA**.
- b) To send to the **Insurer** via email the Passenger Manifest, immediately after the boarding of the travelers subject to this guaranty.
- c) To pay the due premiums at the time established by the Particular Conditions of this Contract with the **Insurer**.

ARTICLE 8: OBLIGATIONS OF THE INSURER

It is the obligation of the Insurer:

- a) To inform to the **Policyholder** by delivering the Contract or a Certificate of the Contract, the extent of the risks assumed and clarify any doubt, when required.
- b) To ensure the service offered by this contract, directly or by hiring an **Assistance Entity**.
- c) The **Insurer** shall not be liable for defaults due to force majeure. If for some reason, it is not possible for the **Insurer** or the **Assistance Entity** to comply with this Contract regarding the assistance service and the **Traveler** could be forced to disburse the amount of the care received, he is entitled to be reimbursed for the expenses incurred if are classified within the risks covered and the limits agreed in this Guaranty.
- d) To pay the appropriate compensation in case of loss or reject it, in the manner and terms described in this Contract.

CLAUSE 9: NOTIFICATIONS AND / OR COMMUNICATIONS

All Notification and/or Communication to the **Insurer** shall be made to the address described in this General Conditions.

Any Notification and/or Communication regarding to an incident shall be immediately informed to **ASISTUR Alarm Center** whose data are specified in the information provided by the Airline as per described in Clause 16: CONFIGURATION OF THE ASSISTANCE SERVICE.

Contact details of **ASISTUR Alarm Center**:

Address: 208 Paseo del Prado St., Habana Vieja, La Habana, Cuba.
Phones: (53) 7866 4121/ 7866 8339/ 7866 8527/ 7866 8920/ 7867 1315;
Fax: (53) 7866 8087
E-mail: asisten@asistur.cu

All communications from the Insurer to the Policyholder of the Guaranty should be carried out at the legal domicile declared or the Mediator appointed by this.

Also, the communications from the Policyholder of the Guaranty to a Mediator of the contract, representative of the Insurer, shall have the same effect as if they were made directly to the Insurer.

Any notification and/or communication between the parties to the legal effects should be performed or confirmed in writing.

CLAUSE 10: INDEMNIFICATION

The **Traveler** can receive the benefit contracted in this Guaranty by notice to the **ASISTUR Alarm Center**, being the **Assistance Entity** the one who shall take care of all related expenses allowed in the Summary of Benefits.

In the case of the health services, the payment of the compensation will be made directly to the Health Institution and up to the **Maximum Global Amount (MGA)** described in the Summary of Benefits, taking into account the specific limits supported by each of the benefits contracted, always and when the invoices issued by the Health

Institution correspond to the expenses covered by this Guaranty; running on account of the Traveler the amount that exceeds the specified limit.

CLAUSE 11: REIMBURSEMENT FOR EXPENSES INCURRED

If exceptionally is impossible to operate under CLAUSE 10: INDEMNIFICATION, the **Traveler**, after paying the services in the Health Institution or other permitted, shall notify to the **ASISTUR Alarm Center** in order to be reimbursed themselves the expenses previously incurred, for which must submit the following documents at the earliest opportunity and within the lifetime of this Guaranty:

- a) Letter of Request for reimbursement with personal details (Name, No. Identity Card and Passport); contact details (E-mail and phone in Cuba) and details of the event (Date when the service was received, type of services received and the total amount to claim), arguing the reasons for which the assistance was not received through **ASISTUR Alarm Center**.
- b) Original evidence of the costs incurred (invoices, receipts, payment receipts associated expenditure, etc.), all these documents should be the originals.
- c) Medical report related with the service received and claimed.
- d) Photocopy of the identification documents (Identity card and Passport).

From this documentation the **Assistance Entity** and the **Insurer** can assess the case and if necessary request, any other documents or additional information to verify the elements thereof.

Once the **Traveler** has provided all the documents required by the **Insurer** and the **Assistance Entity**, the **Insurer** shall reimburse the amounts or notify its rejection. Payments will be made in Cuban Convertible Pesos (CUC) currency in the Central Office of **Insurer** in Cuba.

CLAUSE 12: SUBROGATION

Only by the existence of this policy, once that the loss has been paid, the Insurer is subrogated in all rights, legal remedies, and right of action of the Traveler against the authors or responsible persons for the disaster, by any title or by any cause that might exist, and even against another Traveler if there would exist any cause or title.

The **Traveler** must guarantee that the rights against the possible responsible third parties must be duly reserved and exercised, so that the right of subrogation of the Insurer would not be prejudiced.

The **Insurer** in no case will be forced to indemnify any claim in which its right of recovering would be damaged as a consequence of any act or agreement of the **Traveler**, by means of which the responsibility of third party might be relieved, modified or diminished, without previous information to the **Insurer** and its approval.

The **Insurer** in no case will be forced to indemnify any claim in which its right of recovering is prejudiced as a consequence of any act or agreement of the **Traveler**, by means of which the responsibility of third party might be relieved, modified or diminished, without previous information to the **Insurer** and its approval.

RISK AND MODIFICATION OF THE RISK

CLAUSE 13: VALIDITY OF THE GUARANTY

The coverage stated by this guaranty has effect only for thirty (30) calendars days, from the entry of the **Traveler** to the national territory of the Republic of Cuba.

ABOUT RETICENCE AND INNACURATE DECLARATION

CLAUSE 14: NULITY OF THE GUARANTY

The Guaranty will be null:

- a) If the **Traveler** or the **Policyholder** had hidden or falsely described any material fact or circumstance related to this Guaranty, which could have influenced on the agreement and the performance of the Contract, or because of the bad faith of some party, or the inaccurate declaration of the **Traveler** or the **Policyholder**, even when it was done in good faith, whenever it could influence on the risk appraisal.

ABOUT THE PREMIUM

CLAUSE 15: PREMIUM PAYMENT CLAUSE

The premium shall be paid by the **Policyholder**, as it would be necessary, at the moment of the issuance or renewal of the Contract, unless there would be any stated agreement to the contrary in the Particular Conditions.

If by the responsibility of the **Policyholder**, the premium has not been paid on its maturity date, the **Insurer** will be entitled to cancel the Contract, to demand the payment of the premium due, or to suspend the guarantees offered by the **Insurer**.

ABOUT THE CLAIM

CLAUSE 16: CONFIGURATION OF THE ASSISTANCE SERVICE

The **Insurer** makes available to the **Traveler** through **ASISTUR Alarm Center** a permanent assistance 24 hours a day, 365 days of the calendar year, to assist in each one of the Summary of Benefits.

To activate de Service, the traveler or any accompanying person must be act as follow:

- a) Shall contact **ASISTUR Alarm Center** by email or phone, indicating the following: Traveler's Full Name, Airline used to travel to Cuba, Date of Entry to Cuba, Address and phone number of the location where the Traveler actually is and a description of the Service required.
- b) Once the Traveler is in a Health Institution, shall submit the following documents: Air ticket (electronic or physical), Passport, Identity Card.
- c) If the Traveler arrives directly to the Health Institution, without contact **ASISTUR Alarm Center**, he must contact the Alarm Center providing all information concerning to the event suffered and the assistance received.
- d) The expenses covered by medical nature and transportation must be paid by agreement between the physician attending the Traveler and **ASISTUR Alarm Center**.

With the compliance of these indications the Alarm Center will check in all its phases the provision of the service in the ways and paths on which it is set and ensure the costs incurred, according to the table of the benefit of this guaranty.

CLAUSE 17: PRESCRIPTION

All the actions arising out of this contract, unless otherwise agreed to extend these terms, prescribe in the term of one hundred and eighty (180) days counting from the date of the event which gave rise to.

ABOUT THE INTERPRETATION

CLAUSE18: RELATION WITH THE PARTICULARS CONDITIONS

The Particular Conditions shall prevail over the General Conditions.

ABOUT THE COMPETENCE

CLAUSE 19: APPLICABLE LAW AND JURISDICTION

Both parties agree to solve in an amicable way all the disagreements, controversies, or claims, that may arise from the interpretation and/or the fulfillment of this Contract. If this agreement could not be achieved, they will submit such disagreement to the corresponding Tribunal Popular de la República de Cuba.

This Contract is ruled by Decreto-Ley No. 263 "Del Contrato de Seguro y su Reglamento", (Decree-Law No. 263. About the Insurance Contract and its Regulations) and in general by the Cuban legislation concerning those features not ruled by the previously mentioned Decreto-Ley.

COVERED RISKS AND EXCLUSIONS

CLAUSE 20: COVERED EXPENSES

CLAUSE 20.1: MEDICAL ASSISTANCE IN CASE OF ACCIDENT OR NON PREEXISTING SICKNESS

The **Insurer** will cover up to the limit (MGA) stated in the Summary of Benefits, the surgical medical expenses, as well as dental, pharmaceutical, and hospitalization expenses, incurred as a consequence of a sickness or accident that happened during the trip and during the validity period of the Guaranty and which are suited to the nature of the illness or injury suffered and the circumstances of their occurrence.

These services are limited to urgency treatments of serious cases and are devised for the assistance during the trip of sudden and unpredictable events, when it had been clearly diagnosed a serious sickness, easily proved that may hinder the normal continuation of the trip, and for the same reason are not designed, or are recruited, nor are provided for elective procedures or to advance treatments or procedures of long duration, but to ensure the initial recovery and the physical conditions that allow the normal continuation of the journey, and include:

a) Medical assistance in case of **accident** or non-**preexisting sickness** or **congenital** or non **recurrent sickness**.

b) First medical attention in case of **pre-existing sickness** and/or congenital.

The resulting costs of the complication of **pre-existing** or congenital sickness will be covered until the stabilization or control condition of the patient that gave origin to the medical emergency or the exhaustion of the specific limit of this coverage, whichever comes first. The costs arising from the stabilization or control of the situation which gave rise to the medical emergency are excluded from this coverage and shall be assumed by the traveller.

In the event that it is not a **medical emergency** condition, will prevail the coverage conditions, in which are excluded.

c) Ambulatory medication.

Expenses for ambulatory medication shall only be covered for the ambulatory treatment, all of which must be acquired by medical prescription in the pharmacy pertaining to the hospital center, or in the drugstore chain established in the country.

d) Medication in case of hospitalization.

e) Accompanying expenses during hospitalization.

It is the daily expenditure incurred by a traveler, for the permanence of a companion during his hospitalization.

f) Dental emergencies.

Urgent dental treatment expenses shall be covered in cases of urgent treatment for infection, pain or trauma. The dental care will be limited solely to the treatment of pain and/or removal of a dental piece and and it must not exceed the specific limit in the Summary of Benefits.

g) Sanitary transportation within the national territory of the Republic of Cuba.

The expenses for health transfers are those caused by the ambulance service, motivated by an accident or illness that requires the transfer of a Traveller under special conditions or by facultative prescription due to the urgency and seriousness of the case. When there are no available ambulances and the conditions of the Traveller permit, these transfers may be carried out in taxis and in all cases the expenditure shall be included in the limit stated in the Summary of Benefits.

CLAUSE 20.2: REPATRIATION AND TRANSPORTATION (SANITARY OR FUNERAL)

a) About the Deceased

In case of death of the **Traveler**, the **Insurer** will be in charge of all the procedures, conditioning, and transportation expenses of the body from the place of death, up to the place of burial in the country of

residence. The payment for special coffins and the expenses for the burial and its ceremony are excluded from this guarantee.

b) Return Trip of the Companion of the repatriated insured

When the **Traveler** should be repatriated, **the Alarm Center** will organize and will be in charge of the journey of one (1) companion on the return trip to the place of permanent residence of the **Traveler**, always provided that the afore mentioned companion would be also **Traveler** with this type of insurance, and would have been traveling together with the **Traveler** at the moment of the happening of the assistance that caused the Sanitary Repatriation. The selection of the mean(s) of transportation to be used shall be under the exclusive criteria of the **Insurer**.

c) Transfer of a Relative

In case the **Traveler** traveling alone would be hospitalized for more than ten days, the **Traveler** will be in charge of the transfer of a relative, buying an air ticket in tourist or economic class, to have him accompany the Insured during the hospitalization term. This benefit shall be provided only when the hospitalization term would be included within the validity of the Guaranty plus seven additional days.

d) Companions of Underage or Adults

If the **Traveler** is the only companion of one or more persons under fifteen years, being these also **Travelers** by this Guaranty, and he would be unable to take care of one or all of them because of a sickness or accident happened during the trip, the **Insurer** through the **Assistance Entity** shall organize the travel of a relative to keep company of the underage person or persons during the returning trip towards to their place of permanent residence.

e) Hotel Expenses for Convalescence

Hotel Expenses for Convalescence are those incurred by the **Traveler** and his companion in a hotel, when the **Traveler** is unable to return to his country of residence. The **Insurer** will reimburse the **Traveler** the hotel expenses, only for lodgings (id est, without extras) always provided that the **Traveler** had been previously authorized by **the Alarm Center**, when the medical practitioner would have prescribed compulsory rest after a hospitalization. To obtain this benefit the **Traveler** must have been hospitalized for a minimum of five days (5) period, and such hospitalization must have been undoubtedly approved by **the Alarm Center**. Such hotel expenses will have a daily limit and a maximum total stated in the Summary Benefits.

CLAUSE 21: EXCLUSIONS

Expenses not covered by this Guaranty are those caused by:

- a) Benefits non requested by the **Traveler** throughout **ASISTUR Alarm Center** and carried out without its Contract, except in case of Force Majeure (Acts of God), or proved material impossibility.
- b) Disasters caused by malicious intent of the **Traveler** or the **Policyholder**, or the persons that travels with the **Traveler**. Diseases, sicknesses or injuries directly or indirectly derived from a quarrel (unless they were produced in self defense), strike, acts of vandalism, or riots, in which the **Traveler** had actively participated; the attempt or commission of an illegal act, and in general any criminal act or committed with malicious intent by the **Traveler**, including the supply of false or different information from the real one.
- c) Disasters happened in case of war (whether declared or not), demonstrations or popular movements, terrorism and sabotage acts, strikes, arrests by any authority for any crime non derived from automotive accident, restrictions to free circulation, or any other case of Force Majeure (Act of God), unless the **Traveler** proves that the disaster is not related to those events.
- d) Participation in any kind of dangerous competitions, as well as training or sporting event, betting, and the following consequences for the practice of dangerous pastimes or hobbies of high risk, including but not limited to: hunting, underwater activities, hang gliding, mountaineering, motorcycling, motoring, boxing, all terrain vehicles, etc.
- e) Disasters that had been caused by radiations produced by transmutation or nuclear disintegration, or radioactivity.
- f) Rescues in the sea or mountain.

- g) Air trips in planes not assigned and authorized as public transport.
- h) Suicide, or diseases and injuries as consequences of attempt of suicide, or intentionally caused by the **Traveler** to himself.
- i) Treatments, sicknesses, and pathological states, as well as any consequence caused by the intentional ingestion, or administration of toxics, (drugs), alcohol, narcotics, or by the use or medicaments without medical prescription.
- j) Expenses for prosthesis, orthotics, synthesis, or any type of mechanical help for inner or external use, including, but not limited to: orthopedic articles, dental prosthesis, headphones, glasses, contact lenses, splints, crutches, nebulizers, respirators, etc.
- k) Pregnancies, births, abortions, independently from its etiology, as well as any consequence derived from a pregnancy state, unless it is a clear and unforeseeable complication. Pregnancy states exceeding the 26 week of pregnancy, are excluded whichever the nature of the cause that produces the treatment.
- l) Any fact derived from a mental disorder, by any cause and even being transitory.
- m) Controls of blood pressure. Arterial hypertension and its consequences.
- n) Human immunodeficiency syndrome, AIDS and HIV in all its manifestations, exacerbations, aftermath, and consequences, as well as venereal or sexual transmitted sicknesses.
- o) **Chronic** and/or **preexisting sickness**: There are expressly excluded the studies and/or treatments related to chronic, or preexisting, or congenital, or recurrent diseases, whether known by the **Traveler** or not, except in case of **medical emergency**.
- p) Any dental treatment, treatment of diseases and dental operations, endodontic, orthodontics, except in cases where the injury is traumatic as a result of an accident during the term of the contract, or as a result of dental emergency as set forth in Section 20.1 f).