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#### IMPORTANT RECOMMENDATION

We invite the Beneficiaries of a voucher/pax id or **Pax Assistance** plan to read these General Conditions before starting their trip. In the following pages, you will find the General Conditions, Special Conditions and Exclusions, as well as instructions that will allow you to make better use of the benefits and services contracted.

#### INTRODUCTION

All services provided by this assistance plan are covered by **Pax Assistance**, a company whose main purpose is to provide, among others, medical, legal and personal assistance services only in case of EMERGENCIES during an international trip during the period of validity of the contracted plan.

#### Acceptance of beneficiary.

The present General Conditions, together with the other documentation made available to the Beneficiary at the time of purchase of the plan, constitute the travel assistance contract provided by **Pax Assistance**. The Beneficiary declares to know and accept the present General Conditions, such acceptance being ratified by means of any of the following acts:

- 1. The payment of the contracted services
- 2. The use or the attempt to use any of the contracted services.

In both cases, the Beneficiary acknowledges that he/she has chosen, read and accepts all the terms and conditions of the services expressed in these General Conditions and that the same govern the relationship between the parties at all times becoming a contract of adhesion.

It is clearly understood and accepted by the Beneficiary that the Pax Assistance plans do not constitute under any circumstances an insurance or related product, nor is it: a social security or prepaid medicine program, a home medical service or unlimited medical service. Therefore, their main purpose is not the complete health care, nor the definitive treatment of the Beneficiary's ailments. The medical assistance services to be provided by Pax Assistance are expressly and solely limited to emergency treatment of acute conditions and are only intended for primary travel assistance for sudden and unforeseeable events where a clear, verifiable and acute illness or medical condition has been diagnosed that prevents the normal continuation of a trip, provided that such illness or medical condition is not listed in the exclusions. These plans are designed to ensure the Beneficiary's primary and normal initial recovery and physical conditions that allow a normal continuation of his/her trip. They are not designed, contracted or provided for the purpose of:

- Elective medical procedures
- Routine medical check-ups, or check-ups that have not been previously authorized by the Assistance Services Center.
- Advancing benign or long term treatments or procedures

Any assistance or treatment shall cease and shall not be the responsibility of **Pax Assistance** once the Beneficiary returns to his/her place of residence or when the validity period of the chosen plan expires. The acquisition by a Beneficiary of one or more vouchers/pax ids does not result in the accumulation of benefits or the time covered therein, in such cases only the limits established in the voucher/pax id first issued may apply.

**NOTE:** It is clearly understood by the Beneficiary that this plan is a travel assistance product and that in the event that it is offered through an insurance company it does not make it an international medical insurance.

On the other hand, once the voucher/pax id is in effect, the Beneficiary may not make any changes or extensions to the contracted product, nor may the voucher/pax id be cancelled for any reason or under any circumstances. Notwithstanding the aforementioned, when the Beneficiary extends his/her trip unexpectedly, he/she may request the issuance of a new voucher/pax id. Pax Assistance reserves the right to accept or deny this renewal without further explanation, subject to the following conditions:

- a. If the Beneficiary has used any of the Pax Assistance services during the validity of the first voucher/pax id.
- **b.** If the beneficiary used the medical services, the derived assistance generated by that assistance will be considered pre-existing if you decide to renew your voucher/pax id. **Pax Assistance** reserves the right to deny renewal.
- c. The Beneficiary may renew his/her voucher/pax id with a plan that has the same or greater coverage than the first one; it shall not be issued with less coverage than the one originally contracted.
- **d.** The Beneficiary must request authorization for the issuance of a new voucher/pax id exclusively to the issuing agent with whom the original assistance was contracted or if purchased on the web page, through the "Contact" form on the web page, indicating the number of days he/she wishes to contract, the issuing agent is required to inform **Pax Assistance** that it is an issue and will request the authorization for the new contracting period.
- e. The request for issuance of a new voucher/pax id must be made prior to the expiration of the original voucher/pax id.
- f. The Beneficiary must pay for the new voucher/pax id at the time of issuance.

The new plan of your travel assistance service and its corresponding voucher/pax id issued under the conditions referred to in this clause cannot be used under any circumstances to initiate or continue the treatment and/or assistance of problems that had already arisen during the validity of the first original voucher/pax id and/or prior or before the validity of the new plan and/or voucher/pax id, regardless of the





steps or treatments in progress that have been authorized by **Pax Assistance** or by third parties. Any medical assistance treated during the term of the first voucher/pax id will automatically be considered as a pre-existing condition during the term of the second voucher/pax id and will therefore not be covered by **Pax Assistance**.

IMPORTANT: When the validity of the previous voucher/pax id has expired at the time of purchase or the passenger purchases at destination, the voucher/pax id will be issued with a 3 (three) day waiting period for any expenses contemplated in the table of coverages.

#### Definition.

The following are the definitions of the terms used in these general conditions, for a better understanding by plan Beneficiaries of Pax Assistance:

ACCIDENT: is the event resulting in a bodily injury suffered by the Beneficiary, caused by foreign, out of control and moving, external, violent, visible and sudden agents. Whenever the term "accident" is mentioned, it shall be understood that the resulting injury or ailment was directly caused by such agents and independently of any other cause. Accidents whose origin is due to carelessness, provocation or lack of preventive measures on the part of the Beneficiary are excluded from any assistance. If the bodily injury is produced as a consequence of causes other than the above mentioned, the Beneficiary shall be covered up to the amount of Medical Assistance for Illness of the purchased plan.

ACUTE MEDICAL ILLNESS OR CONDITION: Short and relatively severe process of alteration of the state of the body or any of its organs, which may interrupt or alter the balance of vital functions, and may cause pain, weakness or any other manifestation strange to the normal behavior of the body.

AMATEUR SPORTS: It is practiced by amateurs, for leisure and/or recreational activities.

ASSISTANCE PLAN OR PRODUCT: It is the detailed set of travel assistance services offered, indicating an exhaustive list of the same and their monetary, quantitative, geographical and age limits of the Beneficiary.

ASSISTANCE SERVIVCE CENTER: It is the office that coordinates the provision of the services required by the Beneficiary for the purpose of his/her assistance. It is also the department of professionals that provides the supervision, control and coordination services that intervene and decide all those matters and/or benefits to be provided or rendered under these general conditions that are related to medical issues. BASIC NECESSITY EXPENSES: expenses incurred for the purchase of items of personal and non-transferable use. These are understood to be, solely and exclusively: clothing (outerwear, underwear), shoes, personal hygiene items (shampoo, conditioner, soap -liquid, bar, powder-, toothbrush, toothpaste, deodorant, shaving cream, razor, feminine hygiene products) and make-up. Any other item not included in the above mentioned list shall be understood as excluded from any type of coverage.

CATASTROPHE: An unfortunate event that seriously disrupts the regular order of things, where numerous people are involved.

CHRONIC DISEASE: Any continuous, recurrent and persistent pathological process lasting more than 30 days.

CONGENITAL DISEASE: Pathology present or existing before birth.

FORCE MAJEURE: a situation that, due to the impossibility of foreseeing or resisting it, exempts the fulfillment of an obligation and/or comes from the will of a third party.

MAJOR ACCIDENT: Those accidents that result in amputation of any body segment; fracture of long bones (femur, tibia, fibula, humerus, radius and ulna); cranioencephalic 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. In general, any accident in which the patient's life is at risk.

MAXIMUM LIMITS: Maximum amounts of coverage by Pax Assistance, indicated in the voucher/pax id for each benefit and according to the assistance product contracted.

MEDICAL DEPARTMENT: A group of **Pax Assistance** medical professionals who intervene and make decisions on all matters and/or benefits provided or to be provided in accordance with these General Conditions.

PERIOD OF GRACE: Interval of time during which the coverage included in the Plan are not effective. Such period is computed by days counted from the effective date of the voucher/pax id, provided that the Beneficiary is already outside his/her usual place of residence at the time of contracting.

PRE-EXISTING DISEASE OR MEDICAL CONDITION: any physical pathological process that recognizes an origin or etiology prior to the effective date of the plan or trip (or whichever is later) and that is feasible to be objectified through complementary diagnostic methods of usual, daily, accessible and frequent use in all countries of the world (including, but not limited to: Doppler, nuclear resonance, magnetic resonance, Catheterization, radiology, etc.). Pre-existence is understood as any disease, or state of the body, or process known or not known by the Beneficiary, which needed or required a period of formation, or gestation, or incubation within the Beneficiary's organism prior to the commencement of the trip. Clear and common examples of pre-existing conditions to name a few are: kidney or gallstones, obstructions of arteries or veins by clots or others, respiratory diseases such as asthma, lung problems, emphysema, HIV, generally blood pressure related problems, glaucoma, cataracts, nephritis, gastric ulcers or diseases, diseases resulting from congenital deformities, genital mycosis, liver abscesses, cirrhosis, blood sugar, high cholesterol, high triglycerides, and others. These require a short or long training period, but in all cases longer than a few hours of flight time, recognizing that such pathological condition or process existed within the organism





before boarding the aircraft or means of transportation on the date of entry into force of the assistance service, even when the symptomatology appears for the first time after the beginning of the trip.

PROFESIONAL SPORTS: It is practiced with or without profit purposes, carried out in any type of competition such as Intercollegiate, tournaments, championships, high-risk sports, among others.

RECURRENT ILLNESS OR MEDICAL CONDITION: RETURN, recurrence or appearance of the same disease or condition after it has been treated.

SERIOUS ILLNESS: It is an alteration or deviation of the physiological state in one or more parts of the body, manifested by symptoms and characteristic signs, and whose evolution is more or less foreseeable, i.e. any ailment or injury with permanent or non-permanent consequences that partially limit or totally prevent the occupation or usual activity of the affected person, or incapacitate him/her for any activity and require or not the assistance of other individuals for the most essential activities of life..

STABLE PATIENT: who does not present any variation in his/her state of health and usually refers to the fact that symptoms and signs have not changed recently.

SUDDEN OR UNFORESSEN ILLNESS OR MEDICAL CONDITION: Prompt, unexpected, unforeseen illness contracted after the effective date of the Beneficiary of the Pax Assistance travel medical assistance service.

TREATING PHYSICIAN: Medical professional provided or authorized by the Pax Assistance Service Center who assists the Beneficiary at the Beneficiary's location.

VOUCHER: This is the document that you receive at the time of purchase of your Pax Assistance product and that contains your data to be reported to the head office in case of requesting assistance.

#### **BENEFICIARY/AGE LIMIT**

The Beneficiary is the natural person whose name appears on the assistance plan and is the sole beneficiary of all its coverages up to the anniversary date, including his/her age limit according to the type of Plan purchased, date as of which the Beneficiary loses all rights to the benefits and all assistance benefits defined in these general conditions, as well as the right to any reimbursement or claim originated in events occurring after such date.

The benefits of the respective Plan may only be received by the Beneficiary and are non-transferable; therefore, the Beneficiary must prove and demonstrate his/her identity, present the corresponding voucher/pax id card or voucher/pax id and travel documents to determine the validity and applicability of the benefits requested.

The Beneficiary may make use of the contracted services until zero 00:00 hours on the day of his/her anniversary according to the contracted plan. As of that date, the Beneficiary loses all rights to the benefits regarding the Assistance benefits defined in these General Conditions, as well as the right to any reimbursement or claim originated in events occurring after such date. By way of example, a person is considered to be 84 years old until the day before reaching the age of 85.

### **TERM - VALIDITY**

The time span in which the benefits indicated in the plans of a **Pax Assistance** medical assistance service can be obtained, including this one, it is the period of time that elapses from zero hours of the day of the beginning of validity of such plan, while the passenger is in foreign territory, until 24 (23.59) hours of the day of the end of such validity, both dates reflected in the **voucher/pax id** acquired by the Beneficiary. The expiration of the validity period shall imply the automatic termination of all benefits, benefits, or services in progress or not, including those cases or treatments initiated at the time or before the expiration of the validity period.

The plans in the "Short Trips" category will have a maximum term of 120 consecutive days of travel, while the "Long Stay" plans will have a maximum term of 365 consecutive days of coverage for beneficiaries up to 69 years of age, and 180 consecutive days for beneficiaries between 70 and 74 years old. After these periods, the Beneficiary will lose all benefits of the assistance services contracted while he/she is on that trip.

The "Annual Multitrip" assistance plans are valid for a total of 365 days; however, the Beneficiary may not remain abroad for more than 30, 45, 60 or 90 days for each trip, as indicated in the assistance plan of the product purchased, for each trip made within its validity period. The **Pax Assistance** Service Center will ask for a copy of the Beneficiary's passport by WhatsApp or e-mail, showing the date of departure from the country of usual residence or the date of entry to the country from where the assistance is requested.

The Pax Assistance plans operate on a calendar day basis, therefore, once the validity of a plan has started, it is not possible to interrupt it, the periods of days not used in the voucher/pax id are not refundable. Once the validity of a plan has been interrupted, it expires and cannot be reactivated at a later date.

The purpose of the trip must be for tourism purposes and at no time may it cover individuals engaged an activity with professional risk abroad. If the purpose of the Beneficiary's trip is the execution of jobs or tasks that involve an occupational risk, for performing highly specialized tasks where life is exposed, exposure to hazardous substances, handling of heavy machinery or machinery that works with gases, air pressure or hydropneumatic fluids, requiring special physical skills, or where the Beneficiary is exposed to danger, or where he/she is exposed to danger or risk of death, or where he/she is exposed to danger and as a consequence suffers an accident or a





consequential illness, Pax Assistance will be exempted from all responsibility for rendering services or assuming costs arising from such circumstances, and in these cases it will be the employer's obligation to assume them through its professional risk liability plan. This regulation also applies to those individuals who do not have an employment relationship with a company and who act on their own as independent workers or in an illegal migratory or labor situation.

In cases where the beneficiary is hospitalized due to an illness and/or accident o or must carry out medical follow-up for assistance previously authorized and covered by Pax Assistance on the date of termination of the period of coverage, only the air ticket penalty and hospitalization medical expenses will be covered within the medical expenses coverage for illness and/or accident as appropriate, as follows:

- 1. Up to eight (8) additional days counted from the day of expiration of the voucher/pax id, or
- 2. Until the contracted coverage has been exhausted, or
- 3. Until the physician signs the Beneficiary's discharge within the eight (8) days of the extension of coverage.

Any assistance or treatment shall cease and shall not be the responsibility of **Pax Assistance** once the Beneficiary returns to his/her place of residence or the validity period of the chosen plan expires except for the exceptions mentioned above.

#### **GEOGRAPHIC VALIDITY**

**INTERNATIONAL:** The geographical coverage of the international plans will be Worldwide. Regardless of where the Beneficiary is located, he or she will be covered if assistance is required in accordance with the respective plan purchased. The country of habitual residence of the Beneficiary or the country where the Assistance Plan was issued is excluded in any case.

International Plans – Domestic stops: If during the trip to an international destination; it came to need assistance within your country (on the road); The service will be valid as long as you are more than 100km from your usual place of residence.

This includes accidents on the road more than 100km from your place of residence.

**DOMESTIC:** When the geographical coverage of the purchased plan is national in scope, coverage will be provided in the country of habitual residence of the Beneficiary, which must be the same one where the Assistance Plan was issued. The service will be valid as long as it is more than 100km from the Beneficiary's usual residence.

Domestic plans – Border crossing: If the Beneficiary of a national Plan crosses the border to take an excursion, with a round trip in the day (without an overnight stay); Medical service will be provided, as long as it is for an emergency that does not allow you to return to your country of residence to be treated.

### PROCEDURE FOR REQUESTING ASSISTANCE - ASSISTANCE CENTERS

Should the Beneficiary need assistance, and regardless of his/her geographical location, in strict accordance with the rest of the clauses of these general terms and conditions, the Beneficiary shall contact the **Pax Assistance** Service Center. In order to be able to communicate with the foregoing center by telephone, the Beneficiary must request a collect call or call directly to the Assistance Services Center at the numbers provided by **Pax Assistance**.

In case there is a charge for calling the Assistance Service Center, **Pax Assistance** will reimburse the Beneficiary for the cost of the call; for this purpose, we request to keep the receipt or invoice for the payment of such call, where the charge to one of the numbers indicated below is reflected.

It is the Beneficiary's obligation to always call and report the emergency. In cases where the Beneficiary is unable to do so personally, any companion, friend or relative may do so, but the call or notification must be made no later than 48 hours after the emergency has occurred. In the event that the Beneficiary is at sea, and therefore unable to communicate with the Assistance Center, he/she shall report the medical event up to 48 hours after disembarking at the first port he/she arrives at. Failure to comply with this rule shall result in the automatic loss of any right to claim on the part of the Beneficiary.

In your voucher/pax id you will find the telephone number to contact in case you need assistance.

# **OBLIGATIONS OF THE BENEFICIARY**

In all cases, in order to obtain services, the Beneficiary must:

1. Request and obtain authorization from the Assistance Services Center before taking any initiative or committing any expense in relation to the benefits granted by the assistance voucher/pax id plan. In cases where the authorization has not been requested from the central office and authorization has not been obtained, no reimbursement will be made and no claims will be allowed.





- 2. It is clearly understood that the notification to the head office is essential, even if the problem is completely solved, since Pax Assistance will not be able to take charge of the cost of any assistance without the prior knowledge and authorization of the Assistance Services Head Office.
- **3.** The Beneficiary accepts that **Pax Assistance** reserves the right to record and audit telephone conversations that it deems necessary for the proper performance of its services. The Beneficiary expressly accepts the aforementioned method and agrees to the possible use of the recordings as a means of proof in case of disputes regarding the assistance provided.
- **4.** If the Beneficiary or a third party is unable to communicate for an involuntary circumstance or reason with the Assistance Services Central before being assisted, the Beneficiary or a third party, with the unavoidable obligation, shall inform within 48 hours of the occurrence of the event at the latest. Failure to notify within 48 hours shall result in the automatic loss of the Beneficiary's rights to claim or request any indemnity.
- **5.** To accept and abide by the solutions indicated and recommended by the Assistance Services Center and, if necessary, to consent to repatriation to his/her country of origin when, according to medical opinion, his/her health condition allows and requires it.
- **6.** To provide the documentation that allows confirmation of the origin of the case, as well as all original receipts of expenses to be evaluated for eventual reimbursement by **Pax Assistance** and all medical information (including that prior to the beginning of the trip), that allows the center to evaluate the case.
- 7. In all those cases in which Pax Assistance requires it, the Beneficiary must grant the authorizations to disclose his/her medical history by completing the Record Release Form that the medical center will ask the Beneficiary to sign and return to the Assistance Services Center. Furthermore, the Beneficiary absolutely and irrevocably authorizes Pax Assistance to request on his/her behalf any medical information from professionals both abroad and in his/her country of residence, in order to be able to evaluate and eventually decide on the applicability of restrictions in cases of pre-existing illnesses or conditions or of the condition that has given rise to his/her assistance. We especially recommend the Beneficiaries to always fill out the Form when registering in a hospital center; this will be of great help in cases of reimbursement and/or in making decisions on certain cases that require the study of the patient's medical history.

**Note:** In some countries and mainly in the United States of America and Europe, due to computer standardization reasons, most of the medical assistance centers such as hospitals, doctors' offices, clinics, laboratories usually send invoices and/or claims for payment to the patients attended, even after the accounts or invoices have been paid and settled. Should this occur, the Beneficiary should contact the Assistance Services Central office by dialing the numbers provided above or by writing to help@paxassistance.com and notify this situation. The Assistance Services Center will clarify the situation with the provider.

#### **OBLIGATIONS ASSUMED BY PAX ASSISTANCE**

- 1. Comply with the benefits and services described in the General Conditions of the events covered in the contracted plan during the term of the voucher/pax id.
- 2. Pax Assistance is expressly released, exempted and excused from any of its obligations and responsibilities in the event that the Beneficiary suffers any damage or requests assistance as a result of and/or derived from acts of God or force majeure, which are mentioned by way of example and not exhaustively: catastrophes, earthquakes, floods, storms, international war or civil war declared or not, rebellions, internal commotion, civil insurrection, guerrilla or anti-guerrilla acts, hostilities, reprisals, conflicts, seizures, strikes, popular movements, lockout, acts of sabotage or terrorism, labor disturbances, acts of governmental authorities, etc. as well as problems and/or delays resulting from the termination, interruption or suspension of communication services. When elements of this nature intervene and once they have been overcome, Pax Assistance undertakes to execute its commitments and obligations within the shortest time possible.
- **3. Pax Assistance** undertakes to analyze each request for reimbursement to determine if it is appropriate and consequently to reimburse the corresponding amounts in accordance with the present general conditions and coverage amounts of the contracted Plan. All compensations and/or reimbursements and/or other expenses to be assumed by **Pax Assistance**, within the framework of the present contract, may be paid in local currency.

The established times for processing a refund are as follows:

- **a.** The Beneficiary has up to sixty (60) continuous days from the expiration date of the voucher/pax id to submit the necessary documentation and support to initiate the reimbursement process. After this period, no documents will be accepted to process any reimbursement.
- **b.** Once the documents are received, **Pax Assistance** has up to five (5) continuous days to request any missing documents that have not been submitted by the Beneficiary.
- **c.** With all the necessary documents in hand, **Pax Assistance** will proceed during the following fifteen (15) working days to analyze the case and issue the card of approval or denial of such reimbursement.
- **d.** If the reimbursement is approved, **Pax Assistance** will proceed to make the payment within 15 working days, after the date of receipt of the complete written information for the transfer.





**Note:** Reimbursements paid directly by **Pax Assistance** can be made by bank transfer, money order or check. **Pax Assistance** will assume the expenses generated by the money order agency, the mailing of the check, as well as the direct debits from your bank; additional charges made by the Beneficiary's bank will be covered by the Beneficiary.

#### **CURRENCY OF SCOPES AND SERVICES**

The benefits offered by Pax Assistance are detailed in item IX. and their maximum coverage limits are reflected in the voucher/pax id contracted expressed in US Dollars (USD) or Euros (EUR) or the currency of the issuance country, depending on the plan chosen and its geographic coverage.

#### **DEFINITION OF BENEFITS**

Some benefits are included only in some Pax Assistance products. Verify in your voucher/pax id the benefits and contracted caps. If any item does not appear in your voucher/pax id, it is because the product you have chosen does not include this service.

#### **Emotional health**

We know that when a traveler is in difficulty, empathy, speedy decisions, and information to family members are essential.

That is why we have created a customized family support service so that, in crisis situations, we can work together to provide the necessary support and information to our travelers' families.

We will act in a customized way, but mainly in a more HUMAN way, providing greater peace of mind to the relatives of those who are far away from home in difficulties and in our hands.

#### Medical assistance for accident/illness or non-pre-existing medical condition (Includes Covid)

- Medical Consultations: Shall be rendered in case of accident and illness or acute and unforeseen medical condition not pre-existing.
- Attention by Specialists: Will be provided only when indicated and authorized by the Medical Department of the Pax Assistance Assistance Service Center or by the attending physician of the Pax Assistance center.
- Complementary Medical Examinations: Only when indicated and previously authorized by the Medical Department of the Assistance Services Center.
- Hospitalization: According to the nature of the injury or illness, and whenever the Medical Department of the Pax Assistance Assistance Service Center so prescribes, the Beneficiary shall be hospitalized in the closest health center to the place where he/she is. This item shall only apply to the Beneficiary of the assistance plan, and under no circumstances shall bed and/or food in the hospital or clinic for an accompanying person be covered.
- Surgical Interventions: When authorized by the Medical Department of the Assistance Services Center, in emergency cases requiring immediate treatment, and which cannot be deferred or postponed until the Beneficiary's return to his/her country of origin.
- Intensive Care and Coronary Unit: when the nature of the illness or injury so requires, and always with the prior authorization of the Medical Department of the Assistance Services Center, this service will be authorized.

**Note:** The Assistance Services Center reserves the right to decide on the most appropriate of the treatments proposed by the medical staff and/or repatriation to the country of residence if the patient's physical condition so permits. If, in the opinion of the treating physicians of the Assistance Services Center, it is possible to return to the place of origin for long-term treatment, programmable surgery or non-urgent surgeries, the Beneficiary will be repatriated and is obliged to accept such a solution, losing all the benefits granted by his/her **Pax Assistance** plan in case of refusal.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

#### **Medical Assistance for COVID**

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, the Assistance Center will coordinate the pertinent medical consultation, in accordance with the health and safety protocols of each country, covering the expenses incurred up to the coverage limit indicated in the voucher/pax id. The following expenses will be covered under the same limit of coverage:

- Hospital Expenses for COVID: If hospitalization is required to stabilize the Beneficiary's condition.
- Mechanical respirator expenses: If the Medical Department, in conjunction with the attending physician, deems necessary the use of a mechanical respirator, the Insurance Company will authorize and cover such expense.

**Note:** This product will not cover hotel quarantine expenses; it will be limited to medical expenses only. **This benefit will not operate as a reimbursement.** 





# **Upgrade Covid - Cancellation and Quarantine**

In case of being contemplated within the **voucher/pax id**, the Beneficiary may cancel his/her trip in case of positive COVID diagnosis of the Beneficiary, travel companion or relative in the first degree of consanguinity.

In any case, the Voucher must be issued at least 7 days prior to the date of departure, or beginning of validity, whichever comes first for the cancellation benefit to be valid.

In those cases in which the Beneficiary explicitly contracts the upgrade for expenses related to the coronavirus, he/she will have access to the following benefits:

- 1. Hotel and food expenses for up to 15 days.
- 2. Transfer of a family member due to hospitalization, as long as the attending physician authorizes the hospital visit or accompaniment at the hotel.
- 3. Fare difference or penalty for delayed or early return trip of the policyholder.
- 4. Cancellation of contracted trip due to COVID intra-hospital assistance and Trip Cancellation Guarantee due to a positive COVID diagnosis that prevents travel on the designated dates of the trip.
- 5. Telemedicine assistance during mandatory isolation to monitor the patient's health status.
- 6. Emotional Health through telepsychology.

To be eligible for these benefits, the following conditions must be met.

- 1. Medical report indicating that the patient must remain in self-isolation.
- 2. This upgrade guarantees hotel expenses per reservation, meaning that if two or more people sharing the same room are diagnosed with COVID, 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.
- 3. Hotel expenses for quarantine will be covered as long as the reservation already paid for by the passenger has been finalized.

**Note 1:** Not applicable for Beneficiaries over 85 years of age. Trip cancellation requests will not be covered if the trip is cancelled due to a border closure by the Government of origin or destination. Additionally, if the hotel supplier, airline or any other tour operator offers the Beneficiary the option of leaving the dates open, rescheduling, credit, among other solutions, even if the Beneficiary rejects such option, there shall be no reimbursement for expenses incurred.

**Note 2:** Any event occurring prior to the issuance of the Assistance Plan is excluded from coverage. In case of the same event involving more than one reservation and regardless of the number of Card Holders involved in the same, the maximum indemnity liability of **Pax Assistance** for all affected Card Holders shall not exceed FORTY THOUSAND NORTH AMERICAN DOLLARS USD 40,000.00 as a maximum global amount for the same loss. In the event that the sum of the indemnities to be paid exceeds the aforementioned amounts, each individual indemnity shall be paid pro rata to the maximum liability as defined in the Voucher/pax id.

# Medical assistance for pre-existing illness

If the beneficiary suffers from a pre-existing or chronic illness at the beginning of his/her trip abroad, even if he/she is not aware of it, as established in these General Conditions, **Pax Assistance** is automatically relieved from providing services or assistance at his/her own expense and based on the assistance plan purchased. However, and exceptionally and only in those cases expressly provided for, **Pax Assistance** shall assume the charges for medical assistance for pre-existing or chronic illness in favor of the beneficiary up to a maximum of the amount determined in the respective purchased plan. The coverage provided for chronic and/or pre-existing illnesses contemplates the following eventualities:

Acute episode or non-predictable event, decompensation of known or previously asymptomatic chronic and/or pre-existing illnesses. This coverage is provided exclusively for primary medical care in the acute episode, or non-predictable event, the emergency must require assistance during the trip and cannot be postponed until the return to the country of residence, the Assistance 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, scheduled surgeries or non-urgent surgeries, the beneficiary is obliged to accept this solution, losing in case of refusal of the solution all the benefits offered by the assistance plan.

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

Excluded from this coverage are all diseases related to sexual transmission, including but not limited to syphilis, gonorrhea, genital herpes, chlamydia, human papilloma virus, trichomonas vaginalis, trichomoniasis, human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), among others.





Dialysis procedures, transplants, oncology treatment, 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, medications taken unreliably without prescription, alcoholism, etc., are not covered under any of our plans.

Injuries sustained during an unlawful act are not covered by us. Obligations of the beneficiary:

- **1.** The Beneficiary must follow all medical instructions given by the attending physician assigned by **Pax Assistance** and take all medications as prescribed and as required.
- 2. If the Beneficiary interested in contracting a plan that includes emergency assistance coverage for pre-existing conditions, suffers from any of the following conditions: any type of cancer, heart disease, chronic lung disease and/or chronic liver disease, the Beneficiary must consult his/her personal physician in his/her home country before starting the trip and obtain written confirmation that he/she is able to travel for all scheduled days, the desired destination and can safely perform all scheduled activities.
- **3.** The beneficiary will not be able to start the trip after receiving a terminal diagnosis.
- 4. To be eligible for this coverage, the beneficiary must have been stable for more than 12 months.

In the event that the reason for travel is determined to be treated abroad for a chronic or pre-existing condition, Central Assistance will deny coverage.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# **Upgrade - Extra Medical assistance for pre-existing conditions**

In those cases in which the Beneficiary specifically contracts the additional coverage for emergencies suffered due to a pre-existing and/or chronic condition, it will be covered up to the amount clearly specified in his/her voucher/pax id, applying for this service the conditions described in the previous item "Medical assistance due to pre-existing condition".

**Important:** This benefit will not cover for any reason the follow-up or continuation of treatments initiated during the validity of the first voucher/pax id of a passenger who has decided to renew his/her assistance plan; furthermore, coverage may not exceed USD 10,000.

Note: The age limit to access the medical assistance benefit for pre-existing illness is 74 years of age as a maximum.

# **Prescription drugs**

Within the limits of coverage, Pax Assistance will cover the expenses for medication prescribed by the Attending Physician of the Assistance Services Center up to the amounts established in the coverage limits of the contracted plan. The disbursements made by the Beneficiary for the purchase of medications previously authorized by the Assistance Services Center will be reimbursed, within the limits of coverage and once returned to the country of origin, and upon presentation of the original receipts of purchase, the original copy of the medical report clearly indicating the diagnosis received, as well as the formula or prescription. We recommend the Beneficiaries not to forget to request these documents to the treating physician, failure to present these documents may result in the non-reimbursement of expenses.

It is hereby stated for the record and informed that medication expenses for pre-existing conditions will not be covered by **Pax Assistance**, even if they have been diagnosed by the Attending Physician of the Assistance Services Center. Also excluded are medications for the treatment of mental, psychological or emotional illnesses, even in cases where the medical consultation has been authorized by the **Pax Assistance** Medical Department.

Contraceptive pills, contraceptive injections, intrauterine devices or any other family planning method, even if they have been diagnosed by the Attending Physician of the Assistance Services Center, will not be covered for any reason whatsoever.

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

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# **Emergency Dental Care**

Within the limits of coverage, Pax Assistance will pay for dental care expenses arising from an emergency, due to or caused by trauma, accident or infection, limited to treatment of pain and/or extraction of the tooth resulting from infection or trauma only. Dental treatment for root canals, root canal therapy, root canal replacement, crowns, dentures, sealants, dental cleanings, smile designs or any other treatment not clearly specified in these conditions are excluded from coverage.





#### **Prosthetics and orthotics**

If the Beneficiary suffers an accident during the international trip, and as long as it is previously authorized by the Medical Department of the Service Center, where the Beneficiary requires immediate treatment that cannot be deferred or postponed until the return to his/her country of origin, the costs of orthosis and prosthesis up to the limit indicated in the benefit of the contracted plan, generated from the surgical intervention, which allow the user to overcome the acute and sudden event in international territory, will be contemplated.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Psychological assistance

24-hour psychological support telephone for Beneficiaries who, due to medical repatriation, death of a family member or natural catastrophe, have been affected during their trip. This service is provided as psychological support at times that may generate strong emotional stress, in no case may it replace the direct attention of the Beneficiaries' Psychologist or Psychiatrist, so it should not be used in any case by the Beneficiaries to establish a diagnosis or self-medicate, and they should consult with the referred professionals in each particular case.

#### **Amateur sports**

Provides coverage for championship shooting sport practiced on regulated ranges, equestrian sports, kayak, martial arts, recreational kite surfing, recreational scuba diving (up to 15 meters), skating, skiing on regulatory slopes, snow sports, snowboarding, when practiced as amateur activities, strength sports, surfing, swimming, team sports, water sports, winter sports.

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

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

#### **Upgrade - Professional Sports**

When this additional benefit is purchased, Pax Assistance will cover the costs for care resulting from accidents occurring during high-risk recreational practice in professional practice competitions (up to the upgrade purchased and indicated on your voucher/pax id) for the following sports: Alpine skiing, amateur rugby (only under 18 years old in school competitions), artistic gymnastics, bobsleigh, canoeing levels 3 and 4, curling, deep sea coastal fishing, English channel canoeing, equestrian competition, equestrian jumping, field hockey, free riding, horse racing, ice figure skating, ice hockey, ice skating, ice speed skating, marathon, martial arts, mountaineering, parascending, polo, pony trekking, rafting levels <5, cross country skiing and surfing, roller derby, roller field hockey, scuba diving, short track speed skating, soccer, tobogganing, track speed cycling, trampoline gymnastics, Water skiing, Welsh soccer.

NOTE: The age limit for sports in any category is 65 years of age.

# **Upgrade - Extreme Sports**

When this additional benefit is purchased, Pax Assistance will cover the costs of care resulting from accidents occurring during high-risk recreational practice, in professional practical competitions (up to the maximum upgrade purchased and indicated on your voucher/pax id) of the following Extreme sports: acrobatic skiing, BMX, boxing, canoeing level 5, downhill skiing, heli-skiing, ice mountain climbing, kayaking in rapids, luge, motor racing, motorcycling, mountain biking, off-piste skiing, parachuting, paragliding, parktour, professional rugby, rafting above level 5, triathlon and wingsuit flying.

NOTE: The age limit for sports in any category is 65 years of age.

# Medical expenses for pregnancy complications

In case of emergency, only the consultation up to week 26 will be covered. The benefit applies basically to emergencies occurring during the trip; routine examinations and check-ups are not covered, nor are all resulting complications during and after pregnancy.

NOTE: The age limit to access the benefit is a minimum of 19 years of age and up to a maximum of 42 years of age.

#### **Upgrade - Extra Future mother**

Any pregnant person who wishes to purchase a **Pax Assistance** plan may do so by paying an additional amount. This benefit can be sold to pregnant women up to 32 weeks of gestation. The benefit applies basically to emergencies that arise during the trip, including emergency check-ups, emergency ultrasounds, medical assistance for illnesses caused by the pregnancy, emergency deliveries due to illness or accident that puts the life of the mother or child at risk, abortions or any other type and any medical assistance derived from the pregnancy





situation. This benefit shall only be valid for a maximum of 30 or 60 days according to the selected plan, counted from the beginning of the trip abroad.

Particular exclusions to this benefit:

- a. Check-ups, ultrasounds, medical consultations in general, medical studies, etc., that are part of the routine check-ups of the pregnancy process and are not emergency. Also, all complications arising during and after pregnancy.
- b. Normal and term deliveries and cesarean sections.
- c. Medical expenses related to the newborn child.
- d. When it is proven that the reason for the trip is to attend the delivery abroad.
- e. When it is proven that the sale of the voucher/pax id was made after the 32nd week of pregnancy

NOTE: The age limit for the expectant mother benefit is a minimum of 19 years of age up to a maximum of 45 years of age.

#### Hotel expenses for convalescence

When, according to the treating physician and in agreement with the Medical Department of the Assistance Services Center, the Beneficiary has been hospitalized for at least five (5) days and must be on bed rest upon departure, **Pax Assistance** will cover hotel expenses up to the amount indicated in the assistance plan, with a maximum per day, indicated in your **voucher/pax id**. This item will only apply to the Beneficiary of the assistance plan, and under no circumstances will expenses for an accompanying person be covered.

Please note that **Pax Assistance** will not assume any hotel expenses for convalescence when the hospitalization is caused by a pre-existing illness or medical condition.

**Attention:** This rest must be ordered exclusively by the center's doctors and will only cover the cost of the room without any type of food or other expenses such as laundry, telephone calls (except those made to the **Pax Assistance** center), mini-bars, etc.

#### Hotel and food expenses for quarantine in case of COVID

When according to the treating physician and in agreement with the Medical Department of the Assistance Services Center, the Beneficiary as a consequence of the covid must maintain medical quarantine, Pax Assistance will cover hotel expenses up to the amount indicated in your assistance plan, with a maximum of 15 (fifteen) days. This item applies only to the Beneficiary of the assistance plan, and under no circumstances will be covered the expenses for an accompanying person.

- 1. It is expressly stated that Pax Assistance will not assume any hotel expenses for convalescence when the hospitalization is caused by a pre-existing medical condition.
- 2. Attention: Such rest must be ordered by the doctors of the head office exclusively and will only cover the cost of the room without any type of food or other expenses such as laundry, telephone calls (except those made to the Pax Assistance head office), mini bars, etc.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

### Sanitary transfer and/or sanitary repatriation

In case of emergency or urgency and if the Assistance Services Headquarters deems it necessary, the transfer of the Beneficiary to the nearest health center will be arranged, by the means of transportation that the Medical Department of the Assistance Services Headquarters deems most appropriate and according to the nature of the injury or illness. It is also established that even in the case of treatments and surgeries that occur in cases classified as urgent or emergency, the medical transfer must be previously requested and authorized by the Pax Assistance center. Failure to comply with this rule exempts Pax Assistance from taking charge of the coverage of such transfer.

Medical repatriation is understood as the transfer of the sick or injured Beneficiary from the place where he/she is located to the city of habitual residence (by air as far as possible, and by land if necessary) and where the voucher/pax id should have been issued. Only the Medical Department of **Pax Assistance** may authorize to take all the measures mentioned in this clause, being the Beneficiary or a family member forbidden to do so on his/her own without prior written authorization from **Pax Assistance**. In addition, repatriation must be authorized and justified medically and scientifically by **Pax Assistance**'s treating physician, in the event that the Beneficiary and/or his/her family members or companions decide to repatriate without requesting the opinion of **Pax Assistance**'s Medical Department, in which case **Pax Assistance** shall not be held responsible for the repatriation and all other expenses and consequences, being the responsibility of the Beneficiary or his/her family members or companions, with no right to claim against **Pax Assistance**.

When the Medical Department of Pax Assistance, in agreement with the treating physician, deems it necessary and recommends repatriation for medical treatment, this shall be carried out in the first instance by the most convenient means of transportation available, and/or by commercial airline, in economy class and subject to availability of air space, to the airport of entry of the country of residence or purchase of the card. Pax Assistance shall be responsible for the payment of the differences due to change of date of the ticket or the





purchase of a new one if the original ticket is a ticket without the possibility of change. This assistance includes your transportation by ambulance or other means of transportation that is compatible with your state of health and approved by pax assistance's Medical Department from the place of hospitalization to your place of residence, with the necessary support structure including stretcher, wheelchairs, walker, medical escort, etc.

No expense will be recognized for repatriation when the cause of repatriation is a consequence of a pre-existing illness or due to an event included in the general exclusions, except in plans that include pre-existing conditions.

This benefit shall apply only and exclusively within the effective dates of your voucher/paxid, with the exception Indicated in Clause "TERM – VALIDITY"

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

#### **Funeral repatriation**

In the event of the death of the Beneficiary during the term of the Pax Assistance card due to an event not excluded in the general conditions, Pax Assistance will organize and pay for the funeral repatriation at its own expense, including the cost of: simple coffin required for international transportation, administrative formalities and transportation of the body by the most convenient means to the place of entry to the city of habitual residence of the deceased, up to the maximum amount specified in the table of benefits.

If the beneficiary so desires, within this same coverage, he/she may opt for cremation of the body and all administrative procedures and transportation of ashes to the city of habitual residence of the deceased will also be included.

The cost of the final coffin, funeral arrangements, ground or air transportation in the city of residence and burial will not be covered by Pax Assistance.

Pax Assistance shall be exempt from providing the services and assuming the costs related to this benefit in the event that the death of the Beneficiary is caused by suicide or death as a consequence of alcohol or any type of drugs, or by a pre-existing, chronic or recurrent illness or medical condition being the \*treatment the reason for the trip. This benefit does not contemplate or include under any circumstances return expenses of accompanying relatives of the deceased; therefore Pax Assistance will not pay for any third party expenses.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Stay and transfer of a family member

In the event of hospitalization of a Beneficiary, traveling alone and unaccompanied, for more than ten (10) days, **Pax Assistance** will pay for an economy class air ticket, subject to availability of space for an accompanying family member. If contemplated in the table of benefits of the products, the Beneficiary may be entitled to hotel expenses with a daily limit and up to the maximum amount indicated in his/her voucher/pax id for his/her accompanying family member for a maximum of seven days or until the patient's discharge, whichever comes first.

**Attention:** For this clause as well as for any other clause that covers hotel expenses, it is understood that these are limited to simple lodging, without restaurant, laundry, telephone or any other expenses such as mini bar, food taken in the room, or any other type of expense whatsoever.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Minors or elderly people escort

If a Beneficiary is traveling as the sole companion of minors under fifteen (15) years of age or a person over seventy five (75) years old, who are also Beneficiaries of a **Pax Assistance** plan, and due to illness or accident confirmed by the Medical Department of the Assistance Services Center, is unable to take care of them, **Pax Assistance** will organize at its expense the transportation of such minors to their habitual residence in their country of origin, by the means it deems most appropriate.





### Fare difference for delayed or early return trip

#### Return due to illness or accident

Pax Assistance shall be responsible for the payment of the corresponding penalty or fare difference or the cost of a new return ticket of the Beneficiary in economy or tourist class from the place where the Beneficiary is located to his/her permanent residence, when the original ticket is a round trip, at a reduced fare, with a fixed or limited return date, and such date cannot be respected due to the Beneficiary's illness or accident. This benefit shall only be applicable when the Card Holder has been medically assisted with the authorization of the corresponding Pax Assistance Center.

#### Return due to death of a family member

If the Beneficiary should return early to his/her country of habitual and permanent residence due to the death of a direct relative (parent, spouse, child or sibling) of a resident there.

**Note:** In both cases, the circumstances giving rise to this benefit must be demonstrated by the Beneficiary and proven in a reliable manner by **Pax Assistance.** Payment for the return trip by the Beneficiary and/or third parties can only be reimbursed when **Pax Assistance** has previously authorized such expense. The return trip benefit will only be provided within the period of validity of the **Pax Assistance** card.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

### Penalty for delayed or early return trip of the policyholder, in case of COVID

Pax Assistance will pay the corresponding penalty or fare difference or the cost of a new return ticket for the Beneficiary, in economy or tourist class on a commercial airline, from the place where the Beneficiary is located to his/her permanent address or usual residence, when the original ticket is a round trip, at a reduced fare, with a fixed or limited return date, and the date cannot be respected due to a positive diagnosis of Covid-19 of the Beneficiary during his/her trip, which prevents the return of the Beneficiary to his/her permanent address or usual residence or the continuation of the trip, on the scheduled date. Pax Assistance will pay for this benefit up to the maximum amount indicated for this concept on the Voucher and provided that all the following conditions are fulfilled:

- The Beneficiary must comply with the above and submit to Pax Assistance the original Itinerary, passport photocopy, medical certificate and laboratory analysis specifying Covid-19 Positive.
- The Beneficiary has been medically assisted with the authorization of the corresponding Pax Assistance Center; and
- The original return date is within the initial period of validity of the voucher

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Early return due to serious loss at home

In case of fire, explosion, flood or robbery with damage and violence at the Beneficiary's home, while the Beneficiary is traveling, if there is no one who can take care of the situation and if the original return ticket does not allow for a free change of date, **Pax Assistance** shall pay the difference or the cost of a new economy class ticket from the Beneficiary's place of residence to the airport nearest to the Beneficiary's home in the country of residence. This request for assistance shall be evidenced by presenting the original of the corresponding police report to the Assistance Service Center, within twenty-four hours following the event. The Beneficiary must contact the Assistance Services Center in order to be authorized. Requests for reimbursement will not be accepted without any justification.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Expenses for delayed or cancelled flight

If the Beneficiary's flight is delayed for more than six (6) consecutive hours after the originally scheduled time, and provided that there is no other transportation alternative during such delay, **Pax Assistance** shall reimburse up to the agreed coverage limit for hotel, meals and communication expenses incurred during the delay and upon presentation of the original receipts, accompanied by a certificate from the airline company reflecting the delay or cancellation suffered by the Beneficiary's flight.

This benefit shall not be provided if the flight was at an airport located within the Beneficiary's country of usual residence; nor if the Beneficiary was traveling with a ticket subject to space availability. This service does not apply if the cancellation is due to the bankruptcy and/or cessation of services of the airline.

In case the Beneficiary is unable to start his/her trip due to a delayed or cancelled flight or must delay his/her return for the same reason, the voucher/pax id will be extended for up to 5 days or until the Beneficiary returns to his/her country of origin, whichever comes first.





### Repatriation due to airline bankruptcy

In the event that the airline with which the Beneficiary has contracted the round trip tickets to and from his/her country of origin (round trip) has declared bankruptcy and for such reasons cannot continue its operations and cannot take care of the Beneficiary's return, **Pax Assistance** shall be responsible for the purchase of a new ticket in economy class with another airline to the passenger's country of origin, provided that the original airline does not resolve the situation by other means. The bankruptcy status of the airline must be fully certified by the competent authorities of the country where the Beneficiary is located.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

#### Loss of flight for any reason

As a consequence of any reason other than cancellation or delay on the part of the airline, which has caused the loss of connection to an international destination and/or direct flights, **Pax Assistance** will assume, up to the maximum contracted liability limits, the payment of penalties, purchase of new tickets, food, calls and hotel.

This coverage applies even for flights within the country of residence, excluding flights originating in the passenger's usual city of residence or those originating less than 100 kms away from it. The customer must notify Pax Assistance of this event on the same day the flight is missed.

In order to apply for this benefit, the Beneficiary must communicate from the airport where the application of this coverage is motivated.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

#### **Executive Substitution**

In the event that the Beneficiary is on a business trip abroad and is hospitalized due to a serious medical emergency that prevents him/her from continuing with his/her professional duties, **Pax Assistance** will pay for the economy class ticket, subject to availability of seats, of the person that your company designates as substitute and hotel expenses up to a maximum of USD 80 (eighty dollars) per day for five (5) days.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

### Transfer of funds and transfer of funds for legal bail bond in case of traffic accident

During the trip, in case of urgent and unforeseen need and against prior deposit at the Pax Assistance office, Pax Assistance will arrange the delivery to the Beneficiary in the country where he/she is located of amounts up to the limit specified in these general conditions. If the Beneficiary is incarcerated as a consequence of a traffic accident, Pax Assistance will arrange for the remittance of the amounts specified in these general conditions to cover the payment of the criminal bail, subject to prior deposit of the referred amount at the Pax Assistance office by the Beneficiary's family. The cost assumed by Pax Assistance shall only correspond to the value of the transfer made to the Beneficiary.

These coverages shall be applied only once, regardless of the period of validity of the assistance voucher/pax id plan.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Legal assistance in case of traffic accident

Pax Assistance will cover, up to the limits indicated in the plan, the expenses of fees incurred for the civil, criminal or penal defense of the Beneficiary, in the event that he/she is charged with or exonerated from liability for a traffic accident.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

# Assistance in case of theft or loss of documents

Pax Assistance will advise the Beneficiary in case of loss of travel documents and credit cards, giving instructions for the Beneficiary to file the respective reports and process the recovery of the aforementioned documents.

## **Location of luggage**

Pax Assistance will assist the Beneficiary in reporting the loss or theft of his/her luggage and personal effects, by making available to him/her the services of the nearest Assistance Service Center.





### Compensation for baggage damage

Should the Beneficiary's luggage suffer any type of damage that leaves the items inside it exposed, or the damage suffered leaves the suitcase completely unusable for re-checking on future trips, as well as the violation of its locks with the same effects, **Pax Assistance** shall grant the Beneficiary the amount indicated according to the contracted product limits.

In order to make this benefit effective, it must be verified that the breakage occurred between the time the luggage was shipped and the time it must be delivered to the Beneficiary upon disembarkation, it must have been reported to the Pax Assistance Service Center within 48 hours of the occurrence of the loss and the Beneficiary must submit to Pax Assistance the proof of claim issued by the airline or shipping company and the original receipts for the repair of the breakage or replacement of the luggage.

Note: compensation for baggage damage applies per package or cargo and not per person.

# Compensation for delayed baggage return

Pax Assistance will reimburse the Beneficiary whose assistance plan so provides, upon presentation of the original receipts of purchases of basic necessities, made during the delay in the delivery of his/her baggage. The purchases must be made after having made the pertinent claim with the airline, as well as having notified the Assistance Service Center and provided the corresponding PIR number issued by the airline. This benefit shall be provided only if the baggage is not located within six (6) hours from the arrival of the flight. The period of 6 hours refers exclusively to the time elapsed until the luggage is located. The subsequent period of time until the physical delivery of the baggage by the airline is outside the responsibility of Pax Assistance and therefore will not be taken into account in the computation of the 6 hours.

If the delay or loss of baggage occurs on connecting flights, on a return flight to the Beneficiary's country of origin and/or habitual residence, no compensation will be granted.

In the event that the baggage is declared as totally lost by the airline company, the total amount reimbursed for the expenses of this benefit shall be deducted from the amount to be reimbursed for "Compensation for lost baggage".

This service operates on a reimbursement basis with prior authorization from the Assistance Services Center and governed by the times established in the reimbursement procedures.

In case of baggage delay, please follow these instructions:

- **1.** Immediately upon discovery of missing baggage, contact the airline or responsible person within the same premises where the baggage arrives. Request and complete the P.I.R. Property Irregularity Report form.
- 2. Before leaving the airport, contact the Assistance Center by telephone to report the loss of your baggage.

Upon returning to your country of origin, you must present the following documentation at the offices:

- 1. P.I.R. Form
- 2. Proof of payment for basic necessities (hygiene items and basic clothing).
- **3.** Original flight itinerary.

Note: compensation for delayed baggage return applies per piece of baggage or cargo and not per person.

The exclusions indicated in "Exclusions applicable to all services and benefits" apply.

### **Compensation for lost baggage**

Pax Assistance will compensate the Beneficiary on a supplementary basis, up to the maximum amount specified in the table of benefits. In order to obtain this benefit, the following terms and conditions shall apply:

- The airline and the Pax Assistance center have been notified of the fact by the Beneficiary before leaving the airport where the loss was registered following the instructions described below.
- The benefit applies when the loss is caused during a regular flight. This benefit does not apply when the loss is caused during a chartered flights, private or military aircraft, or any flight that does not have a fixed published itinerary that operates regularly.
- The aforementioned baggage must have been properly registered, labeled and checked in the hold of the aircraft and must have been duly presented and delivered to the airline personnel at the terminal dispatch. Pax Assistance shall not indemnify Beneficiaries of a plan for the loss of hand or cabin baggage or any other baggage which has not been properly registered with the airline and which has been transported in the hold of the aircraft.





- The loss of the baggage occurred between the time the baggage was handed over to authorized airline personnel for boarding and the time it should have been returned to the passenger at the end of the trip.
- The airline has assumed its responsibility for the loss of such baggage, and has paid or paid to the Beneficiary the compensation provided by the airline. Pax Assistance cannot compensate the Beneficiary when the Beneficiary has not yet received the compensation from the airline.
- Losses occurring in any type of land transportation abroad are not entitled to this compensation.
- Compensation for total loss of baggage shall be limited to a single complete and entire package missing definitively and to a single injured Beneficiary. In the event that the missing baggage was in the name of several Beneficiaries, the compensation shall be prorated among them, provided that it includes the corresponding ticket numbers of each one, as well as the voucher/pax id number. Partial missing baggage will not be compensated.
- In case the airline offers the Beneficiary as compensation the possibility of choosing between receiving a cash value or one or more tickets or other means of compensation, **Pax Assistance** shall proceed to pay the Beneficiary the economic compensation for lost baggage, once such option is exercised.

It is important to note that in cases of lost baggage, the direct responsible parties are the airlines or transportation companies, therefore, **Pax Assistance** will intervene as an intermediary facilitator between the airline or transportation company and the passenger, and therefore cannot be considered or held directly responsible for such loss, nor for the search of the baggage. Airlines reserve the right to accept or not claims to **Pax Assistance**, and in general terms may require that claims be made directly by passengers and not allow the intermediation of **Pax Assistance**.

Compensation for total loss of baggage will be paid only in the country where Pax Assistance was purchased.

The Beneficiary must present the following documentation:

- P.I.R. Form (Lost Luggage Claim) Original
- Document or Passport
- · Assistance voucher
- Original copy of the airline compensation receipt (Check, proof of payment of the same), air tickets.

Pax Assistance may only proceed with the reimbursement of compensation for lost baggage only after the Beneficiary has been duly compensated by the Airline responsible for the loss. The Beneficiary cannot be compensated without proof of payment from the airline.

**NOTE:** The compensation to the Beneficiary shall be complementary to the compensation paid by the airline as indicated in the voucher/pax id corresponding to the **Pax Assistance** plan purchased. In case of complementary indemnity, the amount shall be determined as the difference between the amount paid by the airline and the amount determined according to the stipulations of the purchased plan, and always up to the maximum limit indicated for this concept in the **voucher/pax id**. No compensation shall be valid if the compensation paid by the airline equals or exceeds the maximum limit established in the **voucher/pax id** for this concept. On the other hand, compensation for loss of baggage applies per baggage or cargo and not per person.

# Multi-Cause Cancellation / Maximum amount due to multiple events

This benefit offered by Pax Assistance will provide coverage up to the amount specifically contracted and such benefit must be expressly stated in the Beneficiary's voucher/pax id.

Pax Assistance will cover up to the maximum amount of coverage 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 in the destination of such trip. In order to be eligible for this benefit, the Beneficiary of the voucher/pax id must:

- 1. In any case, the Voucher must be issued at least 7 days prior to the date of departure, or beginning of validity, whichever comes first for the cancellation benefit to be valid.
- 2. If the voucher is purchased through a travel agency. For the cancellation to be valid, it must be bought before or up to a maximum of 72 hours after the first payment of any expenses related to the trip (hotel, flights, touristic activities).
- 3. Give notice to the assistance center within a maximum of 48 hours after the occurrence of the event causing the cancellation. The date of occurrence of the cause of cancellation and not the date of notice from the Beneficiary to Pax Assistance shall be taken as the basis for calculating the indemnity. At the same time, the Beneficiary must cancel his/her trip with the tourism agency, Cruise Line, Travel Agency, Tour Operator, etc., in order not to increase the penalty that the same agency will apply.
- **4.** Submit, up to 30 calendar days after the expiration date of the voucher/pax id, all documentation that **Pax Assistance** considers to evaluate the coverage of this benefit including, but not limited to: Document clearly and reliably demonstrating the reason for cancellation of the trip, letters from the respective service providers, invoices and payment receipts.





- 5. In case of "Annual Multitrip" plans, this benefit shall apply only once and corresponds to the initial trip of the passenger; it may not be considered as applicable for all trips that the Beneficiary may make during the total validity of the voucher/pax id.
- **6.** The Beneficiary has up to thirty (30) continuous days from the date of occurrence of the event to submit the complete documentation and supporting documents necessary to initiate the reimbursement process. After this period, no documents will be accepted to process any reimbursement.

The following are justified causes for the purposes of this benefit and are contemplated at 100% of the upper limit marked on the voucher/pax id:

- 1. Death, accident or serious non-pre-existing illness of the Beneficiary or relative in the first degree of consanguinity, spouse, parents, children, siblings, being understood as serious illness a health alteration that, in the opinion of the Medical Department of the Assistance Center, makes it impossible for the Beneficiary to start the trip on the date originally contracted.
- 2. The summoning as a party, witness or juror in a court of law.
- 3. Damage caused by fire, robbery, theft or force of nature to the Beneficiary's usual residence or professional premises, which renders them uninhabitable and unavoidably justifies his presence.
- 4. Medical quarantine as a consequence of an accidental event.
- 5. Verified dismissal from work, with a date subsequent to the date on which the assistance was contracted.
- **6.** Emergency call-up for military, medical or public service.
- 7. Epidemic, natural disaster or volcanic ash. In the case of Cruise products, cancellations caused by volcanic ash emissions will not be considered as one of the justified causes to access this benefit.
- **8.** If the person who is to accompany the Beneficiary on the trip, understood as such persons sharing the same hotel room with the Beneficiary, or cruise cabin, or are relatives of first degree of consanguinity spouse, parents, children, or siblings also holder of an Assistance Plan under the same conditions as the Beneficiary and such companions were forced to cancel the trip due to any of the causes listed above.
- 9. Unforeseen a1ggravations of pre-existing illnesses. In which case the Beneficiary or first degree blood relative, spouse, parents, children, siblings with such pre-existing illness must have been stable, without episodes, for a minimum period of 6 months prior to the trip. Pax Assistance reserves the right to request the original medical history of the passenger prior to the date on which he/she manifests the aggravation of the illness.
- 10. Complications of pregnancy
- 11. Wedding cancellation
- 12. Surrender of child for adoption
- 13. Emergency childbirth

These are justified causes for the purposes of this benefit and are contemplated at 70% of the upper limit marked on the voucher/pax id:

- 14. Kidnapping of the Beneficiary or immediate family members, as long as it is verifiable, and of public knowledge.
- 15. Cancellation of vacations by company's disposition
- 16. Change of job
- 17. Non-approval of the Visa to enter the country of destination. This coverage is valid if the purchase of the Supplement is made at least 72 hours prior to the visa appointment at the respective embassy. It does not apply to the costs of consular procedures (cost of the visa)

Once the plan is purchased under the above conditions, and if the benefit is applicable, its validity begins at the moment the Beneficiary purchases his/her assistance plan and ends at the moment the voucher/pax id becomes effective. This benefit does not apply to Beneficiaries over 74 years of age.

**Note:** The same general conditions apply for the Multi-Cause Cancellation Upgrade, up to the coverage limit indicated on the **voucher/pax id.** 

# **Upgrade - Device Protection**

Pax Assistance shall indemnify the beneficiary of an assistance plan that so provides, for the loss, theft or robbery of the following items: cameras, video cameras, smart phones, tablets and computers up to the coverage limit of the contracted plan.

In order to access this benefit, the beneficiary shall submit the documents deemed necessary by the Assistance Center, including, but not limited to:

- **1.** Police report filed within 48 hours of the occurrence of the theft of personal belongings.
- 2. If the theft occurred in a hotel, a police report filed by the hotel administration must be submitted.
- 3. Invoice of purchase or customs declaration of the lost or stolen object dated prior to the loss, theft or robbery.
- **4.** If the loss occurs in the custody of an airline or other means of transportation, the P.I.R. form or report obtained from the transportation company must be presented.
- 5. Invoice for replacement of the stolen object, for one of the same brand and reference, dated after the date of filing of the police report.

Note: this benefit is not cumulative with other benefits.





### **Upgrade: Personal Objects**

Pax Assistance will indemnify the beneficiary of an assistance plan that so provides, for the cost of your personal belongings or luggage that has been stolen during the trip, up to the coverage limit of the contracted plan. Additionally, expenses for the purchase of basic necessities that you were forced to acquire as a consequence of the event will be reimbursed.

- 1. Up to USD 250 for one valuable item, one set or one pair.
- 2. Loss of medication or medical equipment deemed necessary and vital by the medical department to maintain the beneficiary's health.

To access this benefit, the beneficiary must present the documents that the Assistance Center deems necessary, including, but not limited to:

- 1. Police report filed within 48 hours of the occurrence of the theft of personal belongings.
- 2. If the theft occurred in a hotel, a police report filed by the hotel administration must be submitted.
- 3. Invoice of purchase or customs declaration of the lost or stolen object dated prior to the loss, theft or robbery.
- **4.** If the loss occurs in the custody of an airline or other means of transportation, the P.I.R. form or report obtained from the transportation company must be presented.
- 5. Invoice of purchase of basic necessities, understood as: clothing (outerwear, underwear), shoes, personal hygiene items (shampoo, conditioner, soap -liquid, bar, powder-, toothbrush, toothpaste, deodorant, shaving cream, razor, feminine hygiene products) and make-up.

Any other item not included in the above list shall be excluded from any type of coverage. The date of purchase of these elements must be subsequent to the date of eradication of the police report.

The following are considered exclusions to this coverage:

- **I.** Personal belongings or luggage stolen from a parked vehicle will not be covered unless they are in the trunk of the car out of public view and locked in the case of caravans or there is evidence that the theft was effected by violence or force.
- II. Unattended baggage will not be covered unless it is in a hotel room and in a secure location and there must be evidence of forced and violent entry.
- III. Wheelchairs, strollers, tricycles, bicycles, motorcycles and jet skis.
- IV. Contact lenses, dentures and hearing aids.
- **V.** Stamps, documents, business merchandise and samples.
- VI. Custody or detention of items by customs authorities.
- VII. Cases in which the beneficiary does not take the necessary security precautions.

Note: this benefit is not cumulative with other benefits.

# Upgrade - Medical assistance for pets (accident, sickness and funeral repatriation coverage)

The validity will be the same as the **Pax Assistance** travel assistance voucher/pax id with a maximum of 90 calendar days. This benefit may be purchased by a pet owner for an additional fee. This benefit may be sold for Dogs and Cats, which are not described in the particular exclusions of this service.

In case of accident and/or non-pre-existing illness of the pet, **Pax Assistance** will cover the necessary veterinary assistance expenses, such as consultations, medication, diagnostic tests or surgical interventions, among others, as long as it is a verifiable emergency. In addition, in case of death of the pet, **Pax Assistance** will organize and pay for the funeral repatriation, taking care of the following expenses: obligatory coffin for international transportation, administrative procedures and transportation of the body by the most convenient means to the place of entry to the country of habitual residence of the pet owner, which is included in the **Pax Assistance** assistance plan.

Particular requirements for this benefit:

- a. Only dogs and cats will be admitted.
- **b.** The pet must be at least four months old and not older than twelve years old.
- c. The owner of the pet must present the complete and valid vaccination record, in case the pet is less than one year old, the owner must prove to have received its booster vaccinations.
- d. The pet must be free of any disease at the time of travel.
- e. The pet must be properly dewormed, internally and externally.
- f. Only applies to one pet per person.

Particular exclusions to this benefit:

- I. No non-emergency check-ups, investigative examinations, general medical consultations, medical studies, etc. will be covered.
- II. Vaccinations and/or deworming.
- **III.** Diseases resulting from lack of deworming or vaccinations.





- IV. Pregnant pets
- V. Pets that, at the time of travel, are sick.
- VI. Pets under medical treatment
- VII. Pets under four months and over twelve years of age.
- VIII. Pets that do not have a complete and valid vaccination card.
- IX. Pets that do not comply with the norms and legal requirements for international transportation.
- X. Other exclusions mentioned in the main contract may apply.

#### Upgrade - Accidental death 24 hours or Disability (Personal Accident Insurance)

At no additional cost, **Pax Assistance** provides to the Beneficiaries of the Plans that so specify, a Life Insurance for accidental death or Disability, which must be specified within the coverages of the plan. The amount of this insurance is determined in accordance with the amount and applicability of the coverage in each Plan. This benefit shall be granted as long as the plan is in force and the Beneficiary is traveling abroad.

- 1. The following documents must be submitted as part of the coverage study:
  - a. Death certificate, certified by the relevant authorities at the place of death.
  - b. Detailed medical report specifying the cause of death or disability and the reason for death or disability
  - **c.** In the event that there was no medical treatment, a certified physician, or an official certificate is available, you must specify cause and circumstance of death.
  - d. Certified copy of court order appointing a legal guardian for a minor beneficiary.
  - e. Certified copy of the police report describing the circumstances of death.
  - f. Any other document that the insurer may require.
- 2. If these documents are not available in the jurisdiction where the death or disability took place, the cardholder must present the equivalent documents made by the competent authorities.
- 3. Proof of the cause of the accident resulting in the death or disability of the beneficiary or the insured, as the case may be.
- **4.**The insurer will pay the beneficiary's benefits once all the documents have been checked and received successfully and have become a valid and appropriate claim.

### **Exclusions**

This voucher will not provide any benefit for accidental death or disability in the following circumstances

- **1.** Military service of every description.
- **2.** Acts of war or operations related to war, terrorism, (whether or not war has been declared) civil war, rebellion, insurrection or military, naval or usurped power, whether actively participating or not.
- 3. This voucher will not provide any coverage for accidental death or disability, if the beneficiary's death is directly or indirectly caused by:
  - a. An individual who is influence of alcohol or drugs.
  - **b.** Intentional inhalation of gas, intentional ingestion of poisons or the use of illicit drugs, unless prescribed by a licensed medical practitioner.
  - **c.** Participation in any professional sport, practice speed tests or tests of duration or races of any kind in mechanical vehicle. d. Intentional self-inflicted injuries or infection intentionally contracted by bacteria or viruses.
  - d. Fly in an Ultra-Light Machine (ULM) or hovercraft.
  - e. Fly an aircraft, including helicopters, unless the insured is a passenger and the pilot is legally licensed or he is a military pilot and has submitted a scheduled flight plan as required by local regulations.
  - **f.** Deliberate exposure to danger (except in an attempt to save human lives) or to a criminal act, including the commission or attempted commission of an assault, crime or resistance to arrest.
  - g. Suicide.

It is expressly understood by the parties that this extension of accidental death or disability coverage may not be construed as disability coverage during that period and further interpreted as the right to receive an additional amount to the sum insured in that policy on a case-by-case basis and individual.

It is specifically excluded from this coverage and thus will not cause any right to compensation to the Beneficiary, any personal injury caused directly or indirectly by.

- a. A progressive, degenerative condition or process for any reason or natural cause of an individual
- **b.** illness, contagion or related cause, unless directly caused by accidental bodily injury.
- c. Any sum exceeding the coverage limit of the assistance plan which provides for this.

To report a claim, deceased Beneficiary's proxy must contact the Pax Assistance Assistance Center within 72 hours of the event occurring.





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

The following events are expressly excluded from the Pax Assistance system:

- 1. Chronic or pre-existing, defined or recurrent illnesses, suffered prior to the beginning of the effective date of the plan and/or of the trip, whether known or unknown to the Beneficiary, as well as their aggravations, sequels and direct or indirect consequences (even when they appear for the first time during the trip).
- 2. Illnesses, injuries, conditions or medical complications resulting from treatments performed or carried out by persons or professionals not authorized by the Medical Department of the Pax Assistance Assistance Service Center, or with the exception of what is determined in the preceding point.
- 3. Homeopathic treatments, acupuncture treatments, kinesiotherapy, thermal cures, podiatry, manicure, pedicure, etc.
- **4.** Illnesses, diseases or injuries resulting from an enterprise, attempt or criminal or penal action of the Beneficiary, directly or indirectly, such as fights, quarrels, flagellations, etc.
- **5.** Treatment of illnesses or pathological states produced by the ingestion or intentional administration of intoxicants (drugs), narcotics, alcohol, or by the use of medications without the respective medical order.
- **6.** Expenses incurred for any type of orthosis, prosthesis, including dental prosthesis, glasses, hearing aids, wheelchairs, crutches, eyeglasses, etc.
- 7. Events occurring as a consequence of simple training, simple practices or active or non-active participation in sports competitions (professional or amateur). Also expressly excluded are occurrences resulting from the practice of dangerous, risky or extreme sports, including but not limited to: Motorcycling, Motor racing, Boxing, Polo, Water skiing, Diving (up to 30 meters maximum), Hang gliding, Kartism, Quad biking, Mountaineering, Skiing, Football, Boxing, Canoeing, Paragliding, Kayaking, Badminton, Basketball, Volleyball, Handball, Karate Do, Kung Fu, Judo, Archery, Rifle Shooting, Tejo, Rappel, Diving, Canyoning, Mountaineering, Climbing, Bungee Jumping, Athletics, Cycling, Luge Speleology, Skeleton, Hunting animals, Bobsleigh, etc..., and other sports practiced off-track and authorized by the respective sports federations.
- **8.** Births, pregnancy conditions, gynecological controls, examinations related thereto. Miscarriages or losses, whatever their etiology or origin. Likewise, all complications resulting during and after pregnancy.
- 9. All types of mental illnesses.
- 10. Conditions, illnesses or injuries resulting from the consumption of alcoholic beverages of any kind.
- **11.** Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) in all its forms, sequels and consequences. Sexually transmitted diseases and/or infections and/or in general any type of benefit, examination and/or treatment that has not received prior authorization from the Assistance Services Center.
- 12. Events and consequences of natural forces, tsunamis, tremors, earthquakes, storms, tempests, hurricanes, cyclones, floods, nuclear radiation and radioactivity events, as well as any other natural phenomenon or not, with extraordinary character or event that, due to its proportions or severity, is considered as a national or local disaster or catastrophe, earthquakes, hurricanes, floods, etc.
- **13.** Suicide, or attempted suicide or self-inflicted injuries by the Beneficiary and/or his/her family, as well as any act of gross negligence or gross imprudence on the part of the Beneficiary of the travel assistance.
- 14. Events resulting from acts of war, invasion, acts committed by foreign or domestic enemies, terrorism, hostilities or war operations (whether war has been declared or not), civil war, rebellion, insurrection or military, naval or usurped power, the intervention of the Beneficiary in riots, demonstrations or tumults whether or not in the nature of civil war, whether the intervention is personal or as a member of a civil or military organization; terrorism or other serious disturbance of public order.
- **15.** Malicious and/or bad faith acts on the part of the Beneficiary or his attorneys in fact.
- 16. Routine medical examinations, laboratory examinations for medical check-ups, diagnostic and or control examinations, laboratory or radiological examinations or other means, whose purpose is to establish whether the disease is a pre-existing condition, such as radiology examinations, doppler, magnetic resonance, tomography, ultrasound, imaging, scanner of any kind, etc. The medical examinations performed to establish whether the condition corresponds to a pre-existing disease or not.
- 17. Expenses corresponding to public or private transportation or travel paid by the Beneficiary from his/her hotel or place of stay to the hospital, medical center or doctor's office. Unless such expenses have been expressly authorized in writing or verbally by the Assistance Services Center
- 18. Illnesses arising from or due to or consequent to congenital deformities known or unknown to the Beneficiary.
- **19.** Injuries or accidents resulting from airplane crashes in aircraft not intended or authorized as public transportation, including private chartered flights.
- **20.** Conditions, illnesses or injuries resulting directly or indirectly from quarrels or fights (except in the case of legitimate self-defense proven by police report), strikes, acts of vandalism or riots in which the Beneficiary has participated as an active element. The attempt or commission of an illegal act and, in general, any fraudulent or criminal act of the Beneficiary, including the provision of false or untrue information.





- 21. Endemic, pandemic or epidemic diseases, assistance for these diseases in countries with or without health emergency in case the Beneficiary has not followed the suggestions and/or indications on travel restrictions and/or prophylactic treatment and/or vaccination issued by health authorities.
- 22. Any expense or medical assistance that has not been previously consulted and authorized by Pax Assistance Central Assistance Services.
- 23. Illnesses or discomfort resulting from disorders of the menstrual period in women, such as early or late menstruation, as well as bleeding, flow and others.
- **24.** Liver diseases, such as cirrhosis, abscesses and others.
- 25. Examinations and/or hospitalizations for stress tests and all types of preventive check-ups.
- **26.** Any type of hernias and their consequences.
- 27. Kidnapping or attempted kidnapping.
- 28. Professional risks: if the reason for the Beneficiary's trip was the execution of work or tasks involving an occupational risk, as well as injuries classified as repetitive strain injuries, work-related musculoskeletal diseases, continuous or continuous trauma injuries, etc., or similar, as well as their consequences after treatment including surgery at any time.
- 29. Injuries to driver or passenger due to the use of any type of vehicle, including bicycles, motorcycles and mopeds without a driver's license, or without a helmet, or without contracted insurance.
- **30.** Accidents and illnesses occurring in countries in civil or foreign war are excluded. Example: Afghanistan, Iraq, Sudan, Somalia, North Korea, etc.
- **31.** No assistance of any kind will be provided to the Beneficiary in an illegal migratory or labor situation (including undeclared work in the country from where the assistance is required, or students caught working in a foreign country without the respective authorization of the local authorities).
- **32.** Pax Assistance will not pay for physiotherapies referred for the treatment of ailments related to industrial accidents, repetitive tasks or chronic and/or degenerative diseases of the bones or muscles. Physiotherapies will be covered only in the event that the ailment was caused by a non-occupational accident under prior authorization of the Medical Department of the Assistance Services Center in the event that it is determined that the passenger's current condition can be improved with the same, and under no circumstances may it exceed ten (10) sessions.

If it is established that the reason for the trip was treatment abroad for a basic illness and that the current treatment is directly or indirectly related to the previous illness for which the trip was planned, **Pax Assistance** shall be relieved of its obligation to provide services. To this end, **Pax Assistance** reserves the right to investigate the connection of the current event with the previous illness.

Jurisdiction Agreement: It is expressly agreed between the parties, in relation to the contractual relationship between the Beneficiary of the voucher/pax id and the provider that any problem of interpretation of the scope of the same and/or legal claim, which cannot be resolved amicably between the parties, shall be submitted to the jurisdiction of the courts of Doral, Florida, excluding any other forum and jurisdiction that may correspond.

Non-cumulative Services and/or Intervention of other companies: In no event shall Pax Assistance provide the assistance services to the Beneficiary established in the MEDICAL ASSISTANCE PLAN of the TRAVEL CERTIFICATE, nor shall it reimburse expenses of any kind, as long as the Beneficiary requests or has requested benefits for the same problem and/or condition from any other company, before, during or after having requested them from the provider.

#### SUBROGATION AND RIGHTS ASSIGNMENT

Until the amounts disbursed in compliance with the obligations arising from the present General Terms and Conditions of Services, Pax Assistance shall be automatically subrogated to the rights and actions that may correspond to the Beneficiary or his/her heirs against third parties, whether natural or legal individuals and/or public or official body(ies), by virtue of the event giving rise to the assistance provided. The Policy Holder undertakes to immediately reimburse Pax Assistance for any amount received from the party causing and/or responsible for the accident and/or its insurance company(ies) as advance payment(s) on account of the settlement of the final indemnity to which the Policy Holder may be entitled. This shall be in concurrence of the amounts to be paid by Pax Assistance in the event of the occurrence of the accident.

The following list should not be understood as limiting, but is expressly included in the subrogation of rights and actions that may be exercised against the following individuals:

- 1. Third parties responsible for an accident (traffic or otherwise) and/or their insurance companies.
- 2. Transportation companies, as regards the restitution -total or partial- of the price of unused tickets, when Pax Assistance has taken charge of the transportation of the owner or his/her remains.
- **3.** Other companies that cover the same risk.

**IMPORTANT:** The Holder irrevocably assigns in favor of **Pax Assistance** the rights and actions included in the present Clause, being obliged to carry out all the legal acts that may be necessary for such purpose and to provide all the cooperation that may be required due to the





occurrence of the event. In such sense, it commits and binds itself to formalize the subrogation or assignment in favor of **Pax Assistance** within the three (3) calendar days following the notification of the Holder/s to such effect. In the event of refusal to subscribe and/or to cooperate in the assignment of such rights to **Pax Assistance**, the latter shall be automatically exempted from the payment of the assistance expenses incurred.

In addition, Pax Assistance shall be subrogated, on the understanding that any insurance, travel assistance and/or medical insurance shall be liable in the first instance for the payment of all or part of the expenses that may be incurred as a result of the event suffered by the Beneficiary.

Pax Assistance shall be subrogated in the rights and actions that correspond to the Beneficiary, for events that have motivated the intervention of the Beneficiary and up to the total cost of the services rendered.

Likewise, Pax Assistance reserves the right to assign all or part of its rights arising from the contractual relationship with the Beneficiary, as well as the performance, rendering of services and other obligations to third party professional legal entities in the field of assistance to companies in the industry.

In this sense, the Beneficiary is aware of such right and therefore expressly disclaims to be notified or communicated in advance of such assignments.

#### **EXCEPTIONAL CIRCUMSTANCES OF NON-IMPUTABLE FAILURE OF EXECUTION**

Neither Pax Assistance, nor its network of service providers, shall be liable, enforceable or executable for acts of God, which cause unimputable delays or defaults due to natural disasters, strikes, wars, invasions, acts of sabotage, hostilities, rebellion, insurrection, terrorism or uprisings, popular demonstrations, radioactivity, or any other cause of force majeure. When elements of this nature intervene, Pax Assistance undertakes to execute its commitments within the shortest possible period of time and provided that once such provision of services is feasible, the contingency that justifies it is maintained.

#### **RECOURSE**

Pax Assistance reserves the right to demand from the Beneficiary the reimbursement of any expenses unduly incurred by the Beneficiary, in case of services not covered by this contract or outside the term of the contracted assistance plan, as well as any payment made on behalf of the Beneficiary.

# RESPONSIBILITY

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

Pax Assistance shall not be liable and shall not indemnify the Beneficiary for any kind of damage, harm, injury or illness caused by providing the Beneficiary at his/her request, people or professionals for medical, dental, pharmaceutical or legal assistance. In these cases, the person or persons designated by Pax Assistance will be considered as agents of the Beneficiary, without possible recourse of any nature or circumstance against Pax Assistance, by reason of such designation. Pax Assistance strives to make available to the passengers the best health professionals and the best means, however Pax Assistance can never be held totally or partially responsible for the availability, quality, results, lack of care, medical services and/or malpractice of such professionals or entities, as these are conditions that are totally out of Pax Assistance's control.

### **EXPIRATION - TERMINATION - MODIFICATION**

Any claim to enforce the obligations that **Pax Assistance** assumes through these general conditions must be made in due form and in writing within a maximum non-extendable period of thirty (30) continuous calendar days, counted from the date of expiration of the voucher/pax id. Once this period has elapsed, all rights not exercised in a timely manner shall automatically expire.

