



## SEGURO PARA VIAJEROS CONDICIONES GENERALES

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## SEGURO PARA VIAJEROS CONDICIONES GENERALES

### INSURANCE COMPANY COMMITMENT

Between us, the INSTITUTO NACIONAL DE SEGUROS, holding legal identification number 400000-1902-22 hereinafter referred to as INSTITUTO, compromises with whom it enters into as INSURED AND/OR POLICYHOLDER in the insurance offer when the present policy is issued, pursuant to the General Conditions to be stipulated further and based on the statements made by the INSURED AND/OR POLICYHOLDER in the offer causing this contract, which are integral part of the same.

The undersigned, in my capacity as legal representative with sufficient authority for this act, declare the contractual commitment of the INSTITUTO to comply with the terms and conditions of the present policy.

### INSTITUTO NACIONAL DE SEGUROS



**MBA. Luis Fernando Campos Montes**  
**Gerente General**  
**Cédula Jurídica 4-000-001902**



## SEGURO PARA VIAJEROS CONDICIONES GENERALES

### SECTION A. DEFINITIONS

#### CLAUSE I. TERMS AND DEFINITIONS

The terms, words, or phrases to be indicated hereunder are defined as they should be understood or used in this policy.

- 1. ACCIDENT:** Occurrence resulting from a sudden, accidental, unintentional and unforeseen action, causing a traumatic body injury.
- 2. MEDICAL SERVICES MANAGER:** Is the entity managing the Suppliers Network at national level and coordinating the services established in the policy document, whenever required by the Insured, when they are provided in Costa Rica.
- 3. INSURED:** Is the “Direct Insured” and the family group named on the Insurance Offer, traveling as tourist, student, or executive and protected under this policy.
- 4. INSURED TITLEHOLDER:** Is the person subscribing the insurance to his name and paying the corresponding premiums.
- 5. BENEFICIARY (IES):** Designated person(s) by the Insured to whom the right to perceive the total or the indicated proportion of the compensation(s) derived of this policy is acknowledged.
- 6. SUCCESSOR:** Person who has inherited or to whom rights or goods have been subrogated from another or others.
- 7. PARTNER:** Person living together with the Insured for over three (3) years in a public, well-known, exclusive, stable and verifiable common-law relationship.
- 8. COST OF MEDICAL SERVICES:** Is the charge or fee defined by INS for the acknowledgement of provision of care services for the insured under this policy, whether with authorization from the assistance unit or by reimbursement. This cost shall determine the maximum amount to be compensated for a medical service or fee. Outside of Costa Rica and Central America, the costs of medical services shall be determined according to the geographical area.
- 9. DEDUCTIBLE:** Minimum fixed sum or percent established in the General Conditions of the policy, which may be deducted from the compensation under the corresponding coverage; it represents the economic participation in the compensation of loss, for every coverage affected in a claim.
- 10. AGE:** Refers to the age reached, with up to three hundred sixty-four (364) days.
- 11. ACUTE DISEASE:** Disease characterized by its sudden onset; has a clearly defined beginning and end; of fast evolution and short duration, under three months. However, for the Covid-19 disease for its full period.



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- 12. EPIDEMIC DISEASE:** Acute disease, produced by biological or non-biological agents, which according to the epidemiologists has a serious or fatal degree of pathogenicity, virulence or lethality; which may be quickly propagated or presenting accelerated growth and considered abnormal in the number of cases a country or region presents or which has been declared as such by the World Health Organization or the Ministry of Health in the case of Costa Rica or by the equivalent authority in case of being declared in other countries.
- 13. PANDEMIC DISEASE:** Acute disease, produced by biological or non-biological agents, which according to the epidemiologists has a serious or fatal degree of pathogenicity, virulence or lethality; which may be quickly propagated or presenting accelerated growth and considered abnormal in the number of cases present simultaneously in more than one country or continent or which has been declared as such by the World Health Organization with faculties in that sense, due to its impact or implications in public health.
- 14. PREEXISTING DISEASE:** Any such disease or congenital injury or not, accident, physical disability, as well as its consequences, prior to acquiring this policy, which have been:
- Diagnosed by a physician.
  - Which by their symptoms, or signs couldn't have gone unnoticed by the Insured, or by third parties
  - Receiving medical treatment, services, or supplies.
  - Performed or recommended tests for relevant diagnoses.
  - With prescription drugs or recommended medications.
- 15. CATASTROPHIC NATURAL PHENOMENON:** Violent and destructive expression of the force of nature, which is beyond human beings' control so it can't be prevented or controlled.
- 16. OUTPATIENT EXPENSES:** Are all those expenses for medical care received by an Insured, provided it is not registered as bed patient in a hospital or clinic, or remaining in the hospital center for less than twenty-four (24) hours.
- 17. ACCOMODATION EXPENSES:** Lodging cost incurred in by the insured for the length of his travel due to an epidemic and/or pandemic being declared.
- 18. MEDICAL EXPENSES:** Are the medical expenses disbursed by the Insured and approved by the Instituto resulting from the occurrence of an event protected under this policy and which are essential in the diagnosis or treatment of the injuries inflicted by the accident or acute disease.
- 19. FAMILY GROUP:** Insurable dependents of the Direct Insured's family group are the following persons:
- The Spouse or partner.
  - Children of the Insured and spouse or partner. Likewise, children of each one of them may be considered in case there are any.



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- 20. PERMANENT PARTIAL DISABILITY BY ACCIDENT:** Is produced as consequence of an accident originated after the date of inclusion in this policy. Corresponds to the irrecoverable loss, under sixty-seven per cent (67%) of organic capacity.
- 21. PERMANENT TOTAL DISABILITY BY ACCIDENT:** Is the one complying with the following conditions:
1. Is produced as consequence of an accident originated after date of inclusion in this policy, and
  2. The Insured is declared disabled for impaired or weakening of physical or mental state, producing loss of sixty-seven per cent (67%) or more of his organic or functional capacity preventing him from performing his daily profession or activity.
- Notwithstanding the above, the Instituto shall recognize as Total and Permanent Disability from Accident:
- a. The disability caused by complete and irrecoverable loss of sight in both eyes.
  - b. The disability produced by total and permanent loss, for amputation of both hands; or both feet, or one hand and one foot, jointly.
- 22. POLICY:** Is the document containing the Insurance Offer, the General Conditions.
- 23. MEDICAL PRE-AUTHORIZATION.** Is the authorization granted by the Instituto for admittance to the hospital or at the beginning of the Insured's treatment to the provider of medical services.
- 24. PREMIUM:** Sum to be paid by the policyholder and/or Insured to the Insurer as compensation to the protection granted under the Insurance Contract.
- 25. AFFILIATED PROVIDER:** Is the natural or legal person authorized by the Medical Services Manager to provide the healthcare goods or services.
- 26. WEEK** Period of seven consecutive days
- 27. POLICY HOLDER:** Natural or legal person taking the insurance and transferring the risks to the insurer. The obligations deriving from the contract correspond to him, save the ones which by their nature should be fulfilled by the insured person.
- 28. TRAVEL:** A specific destination reserved within or outside the country, which should begin and end within a period of fifty-two weeks, as maximum, and fall within the scope of the policy's effective period.



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### SECTION B. DOCUMENTS COMPRISED IN THE POLICY

#### CLAUSE II. CONTRACTUAL DOCUMENTS

Constitute this contract: The Insurance Offer and the General Conditions.

The order of precedence of the documents constituting the policy is as follows: General Conditions; Insurance Offer.

### SECTION C. SCOPE OF THE COVERAGE

#### CLAUSE III. COVERAGE SCOPE

This policy operates outside and within the national territory, twenty-four (24) hours of the day, while the Insured is travelling as tourist, student, or executive.

#### CLAUSE IV. INSURED SUM

This policy establishes a basic plan and plus plan, each one with minimum and maximum insured amounts per coverage, applicable per person, pursuant to the options indicated on the Insurance Offer, among which the Insured may decide on. The plan and the option subscribed by the Insured, shall determine the premium to be paid, in conformity to what's established in the Policy's premium clause.

The minimum and maximum insured amounts per person at the moment of contracting, per coverage are:

COVERAGE	MINIMUM AMOUNT		MAXIMUM AMOUNT	
	COLONES	DOLLARS	COLONES	DOLLARS
Accidental death	10,000,000	25,000	120,000,000	200,000
Permanent Total or Partial Disability by Accident	10,000,000	25,000	120,000,000	200,000
Repatriation of mortal remains	1,000,000	2,500	12,000,000	20,000
Medical expenses from Accident or Acute Disease	1,000,000	2,500	12,000,000	20,000
Accommodation expenses*	750,000	1,500	2,000,000	4,000

\*This coverage is additional, and applies only to the Plus Plan.



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### CLAUSE V. INSURED PERSONS

This policy permits insurance of the Insured and family group, in a single policy, as defined in the Definitions Clause, point 14. Family Group.

### CLAUSE VI. COVERAGE

The Instituto shall indemnify the Insured or in its case, the beneficiary designated in the policy, or else, the successors of the Insured, for the loss suffered by direct cause of the risks protected under the coverage detailed hereunder, in conformity to what's stipulated in the Insurance Offer and provided the premium accrediting protection has been paid.

#### I. Basic Plan

1. **ACCIDENTAL DEATH:** The Instituto shall pay the insured sum if the Insured passes away from accidental causes.
2. **PERMANENT TOTAL OR PARTIAL DISABILITY POR ACCIDENT:** The Instituto shall compensate the percentage of the insured sum corresponding to the degree of permanent disability as a single disbursement, based only on the following concepts of general capacity loss:

#### a. **Table of Compensations :**

<b>i) Total Disability</b>	<b>Percentage</b>
Complete loss of vision in both eyes; total loss of use or dismemberment of: both arms, both legs, both hands or feet, and an arm and one leg or foot	100%
Total loss of use or excision of the arm from the shoulder	75%
Total loss of use or separation of the leg from the hip	75%
<b>ii) Partial Disability</b>	<b>Percentage</b>
Irrecoverable total loss of vision in one eye	50%
Irrecoverable total loss of hearing or of speech	50%
Total irrecoverable unilateral loss of hearing	15%
Total loss of use or excision of the forearm or hand	65%
Total loss of use or excision of the leg from or below the knee	65%
Total loss of use or excision of the thumb (both phalanges) and index finger (three phalanges)	25%
Total loss of use or excision of the thumb (both phalanges)	15%
Total loss of use or excision of the thumb (one phalange)	10%
Total loss of use or excision of the index finger (three phalanges)	10%

**Damages different than those appearing on the previous points shall not be compensated.**





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### b. Combination of disabilities

For loss of several members or organs, the percentage corresponding to each lost member or organ shall be added; the total compensation shall not exceed one hundred per cent (100%) of the maximum sum contracted per permanent disability.

### 3. REPATRIATION OF MORTAL REMAINS:

The Instituto compromises to reimburse the expenses to whoever has made the payment, upon submission of the corresponding invoices, up to the contracted insured sum in the Insurance Offer, for expenses originated from repatriation of the mortal remains of the Insured to his country of origin, provided his death was produced as consequence of an accident covered by this policy.

### 4. MEDICAL EXPENSES FOR ACCIDENT OR ACUTE DISEASE:

The Instituto shall compensate the contracted insured sum on the Insurance Offer, according to the cost of medical services incurred in by the Insured, resulting from an accident or acute disease covered under this policy, occurring during the period of validity of this policy, for the concepts described below:

- a. Medical consultations originated from covered treatments, as per the General Conditions of this policy, and surgical interventions.
- b. Medical fees (surgeon, assistant, and anesthesiologists) for surgical interventions, originated in treatments covered under this policy.
- c. Bed; right to operation room; upkeep and treatment of the patient at the hospital or clinic.
- d. Costs of laboratory analyses; X-rays studies; electrocardiography; encephalography or any other required for the diagnosis or treatment of an acute disease or accident.
- e. Transfer of the sick or injured person to the clinic or hospital, in case of emergencies from accident or acute disease.
- f. Medications prescribed by the physician, as well as blood and plasma transfusions.
- g. Expenses for the attendant's stay and breakfast, when the Insured is hospitalized.

## II. Plus Plan

**Includes the coverage of the basic plan and the next additional coverage:**

**1. ACCOMODATION EXPENSES:** This coverage only operates in Costa Rican territory, for the foreign, non-resident insured in Costa Rica, provided the originated events protected under this coverage happen during the contracted validity.

The Instituto compromises to reimburse the accommodation expenses of the Insured in cases resulting from a declaratory of an epidemic disease and/or pandemic, the insured has to remain in the country for a longer period than the one defined in the initial travel itinerary, upon submission of the corresponding invoices.



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This coverage operates for a maximum amount of \$125 daily or its equivalent in colones, up to the limits stipulated on the Insurance Proposal and only covers the accommodation expenses for the unforeseen days of the initial travel itinerary, which derive from an official closing of borders or suspension of the international means of transport contracted; or physician's order for being a suspect case or bearer of a disease; directly related to a declaratory of epidemic and/or pandemic disease.

### CLAUSE VII. APPLICATION OF MEDICAL EXPENSES COVERAGE

#### 1. Outpatient Care inside the Suppliers Network in Costa Rica:

The Insured has free medical choice; however, for the services provided in Costa Rica, the insured can make use of the existing affiliated suppliers' network (clinics, physicians, laboratories, pharmacies) offering health care services to the Insured.

The affiliated provider charges its fees to the Instituto through the Medical Services Manager in outpatient treatments, carried out with prior physician's authorization, once the Insured assumes the amount corresponding to deductible.

When medical care is required as a consequence of an acute disease or accident covered by the policy, you should send an email to the address [autorizacionesins@ins-cr.com](mailto:autorizacionesins@ins-cr.com) or toll free number 800-MEDICAL (800-633-4225) or calling telephone number 2284-8500.

The suppliers' network may be consulted at the web site [www.ins-cr.com](http://www.ins-cr.com).

The medical services of the suppliers' network shall be provided if they are available on such network; in case of incapacity to provide the service, the insured may search another medical provider and submit the invoices for their respective reimbursement.

#### 2. Outpatient Care outside of the Suppliers' Network in Costa Rica and the rest of the world:

If the Insured chooses to be assisted by a professional or medical center not affiliated to the Suppliers' Network, invoices for the expenses incurred in should be presented to the Instituto for their due reimbursement; they shall be compensated according to the cost of medical services.

### CLAUSE VIII. EXCLUDED RISKS

**The Instituto shall not cover the Insured under this policy, for losses or expenses produced or aggravated by:**

#### 1. Under all coverage:

- a. **Acts of war, declared or not; foreign enemy invasion; internal war or events which could be originated by *de jure* or *de facto* situations; terrorism; active participation in riots, strikes, civil commotions.**



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- b. Nuclear or radioactive fusion or fission.
  - c. Catastrophic natural phenomena for their consequences, such as earthquakes, tidal wave floods, landslides, quakes, cyclones and other similar.
2. For the Coverage- Accidental Death; Permanent Total or Partial Disability from Accident; Repatriation of Mortal Remains; Medical Expenses For Accident or Acute Disease:
- a. Suicide, consummated or attempted.
  - b. Those occurring as pilot or passenger of some race automobile or other vehicle.
  - c. Those occurring as mechanic pilot in flight or as member of aircraft crew.
  - d. While the Insured is under the influence of narcotics, drugs or alcoholic beverages.
  - e. Accidents occurring while practicing professional sports.
3. Medical Expenses for Accident or Acute Disease Coverage:
- a. Expenses for the control, treatment and medication related to stabilization or regulation of a preexisting, chronic or recurring disease. The policy shall not cover the need of treatment which was predictable before issuance of the same.
  - b. Cosmetic surgery interventions or of beauty, except those resulting from a traumatic injury covered by this policy and occurring during the validity of the same.
  - c. Expenses for medical check-ups or preventive medical tests.
  - d. Labor and pregnancy-related complications, except if said complications originate in an accident or acute disease covered under this policy.
4. Accommodation Expenses Coverage:
- a. Transport expenses.
  - b. Accommodation expenses within the period of the initial travel itinerary.

### CLAUSE IX. DEDUCTIBLE

The Instituto shall pay the total benefits described on Clause VI.Coverage.Point 4. Medical expenses for accident or acute disease, subject to a ten per cent (10%) deductible over the amount of the covered expenses, with a minimum of ¢25,000.00 (twenty-five thousand colones) when the insurance subscribes in colones or U\$50 (fifty dollars), if subscribed in dollars, for accident or acute disease.

In case of international transfers for the reimbursement of expenses incurred in by the insured, an additional cost of \$20 over the deductible indicated in the above paragraph should be assumed.

### SECTION D. DESIGNATION OF BENEFICIARIES



## **SEGURO PARA VIAJEROS CONDICIONES GENERALES**

### **CLAUSE X. BENEFICIARIES**

The Insured shall designate the beneficiary (ies) the moment the policy is subscribed.

While this policy is effective, the Insured and/or Policyholder may, subject to the terms of all existing transfers, change the Beneficiary by presenting a written request or in the form provided by the Instituto, which must be accompanied by this policy; this shall provide written acknowledgement of the mentioned change.

In case a beneficiary should die before the Insured, the corresponding right to the same shall be distributed to the surviving beneficiary or beneficiaries in equivalent parts, unless the Insured has decided otherwise in the policy. If no beneficiary survives the death of the Insured, the payable amount under that policy shall be transferred to his/her succession.

Warning:

In case minors are to be named as beneficiaries, a representative of legal age is not to be appointed for the minors with the purpose of collecting the compensation.

The above because civil legislation disposes the way tutors, executors, representatives of heirs or other similar positions are to be designated and don't consider insurance contracts the adequate instrument for said designations.

The designation of a representative of legal age for minors beneficiaries, while they are minors, may legally imply a beneficiary of legal age is named; when this would only mean a moral obligatio, since the designation of beneficiaries in an insurance contract grants them unconditional right to dispose of the insured sum.

### **SECTION E. OBLIGATIONS OF THE POLICYHOLDER, INSURED OR BENEFICIARY**

#### **CLAUSE XI. OMISSION AND/OR INACCURACY**

The deliberate omission and/or inaccuracy incurred in by the Insured and/or Policyholder or the Beneficiary, releases the Instituto of its obligations, whenever this circumstance could have influenced issuance of the insurance or occurrence of the loss.

In cases when such omission, and/or inaccuracy is discovered in an issued policy whose premium has been paid, the Instituto shall reimburse the amount of unearned premiums, as indicated in Cancellation of the Policy.

If the omission or inaccuracy is unintentional, proceedings shall be in accordance to the Regulatory Law of Insurance Contracts in its article 32.

#### **CLAUSE XII. KNOW YOUR CLIENT POLICY**

The Insured and/or Policyholder compromises to provide true and verifiable information, with the purpose of complying with the Know Your Client Policy; likewise commits to update the documents as requested by the Instituto.



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The Instituto reserves the right to cancel the Insurance Contract, in case the Insured and/or Policyholder do not comply with this obligation. The Instituto shall reimburse the unearned premium in a term of ten (10) working days.

### **SECTION F. PREMIUMS**

#### **CLAUSE XIII. POLICY PREMIUM**

The premium is the price to be paid by the Insured for this policy; it shall be determined in conformity to the currency, the chosen plan, the insured amount option to contract, the number of weeks travelling and the age range where the Insured is found, in accordance with the data indicated in the Insurance Offer.

Similarly, the policy may include the family group; this requires two or more persons; and a discount of five (5%) percent is granted from the total premium.

#### **CLAUSE XIV. PAYMENT OF PREMIUMS AND REFUND PROCEDURE**

This contract shall be effective in accordance to the Insurance Plan and Term Clause. If the premium has not been paid before the policy's inception date, it shall not be effective and the Instituto shall not be liable.

#### **CLAUSE XV. DOMICILE OF PAYMENT**

For all contractual purposes the domicile of payment shall be at the Instituto's Central Offices or any of its Branches or authorized representatives.

### **SECTION G. COMPLAINTS MANAGEMENT AND REPORTING PROCESS**

#### **CLAUSE XVI. PROCEDURE IN CASE OF CLAIM**

In case of a loss and should the Insured require the coverage of this policy, he shall give notice to the Instituto of said fact within the first thirty (30) calendar days of its occurrence.

The term indicated in this clause is the one established by the Instituto to verify the circumstances of the event and properly orient the relevant actions to settle the claim. If the claim is presented later than this term, the Insured shall produce the same requirements as those requested in the present clause.

In all claims the Insured or Beneficiary shall present the following requirements:

#### **1. Accidental Death Coverage.**

- a. Letter of the beneficiary requesting compensation.



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- b.** Official Death Certificate, specifying cause of death; in case of being issued abroad, it must bear the apostille.
- c.** Photocopy of the beneficiary's identification document.
- d.** Copy of the court file, certified by the corresponding Judicial Authority containing the description of the facts and forensic laboratory findings regarding alcohol (OH) or toxic substances in the blood; this should be presented with apostille when death takes place abroad.
- e.** Authorization certificate to review the clinical files, duly signed by the beneficiary.

### 2. Permanent Total or Partial Disability by Accident Coverage.

- a.** Letter of the Insured requesting compensation.
- b.** Authorization certificate to review the clinical files, duly signed by the Insured.
- c.** Medical diagnosis, determining that due to impairment or weakening of his physical or mental condition by the accident, the Insured has lost sixty-seven per cent (67%) or more of his organic or functional capacity, preventing him to perform professionally or in his usual activity; and, indicating that the disability is granted, NOT SUBJECT TO REVIEW, of the diagnosis; and the exact date of the medical assessment providing the disability.

### 3. Repatriation of Mortal Remains Coverage.

- a.** Original invoices, or failing this, copy certified by a competent authority of the country where the invoices were issued; if being issued abroad, it must bear the apostille or the consular procedure.
- b.** Official Death Certificate issued by the Civil Registry specifying the cause of death.

### 4. Medical Expenses for Accident or Acute Disease Coverage.

- 1.** For use by the suppliers' network within Costa Rica, see Clause VII. Application of Medical Expenses Coverage.
- 2.** Use of services by medical reimbursement, both in Costa Rica and abroad:
  - a.** The duly completed "Application of Benefits" form, with the diagnosis and its evolution in time / days.
  - b.** Cancelled invoices of the expenditure incurred, detailing each of the goods and/or services received by the Insured and their respective cost; should be supplied the moment the claim is presented.
  - c.** Prescription of medications, laboratory tests, radiology, or other diagnostic tests.
  - d.** Authorization certificate to review the clinical files, duly signed by the Insured.

When the expenses are done abroad, the Insured should present:

- a.** Treating physician's certificate indicating diagnosis, evolution of the condition (since the symptoms appeared) and treatment provided.
- b.** Invoices detailing the expenses and the payment receipt of said invoices.



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### 5. Accommodation Expenses Coverage.

a. Request by the Insured, which should be sent to [cgssecretaria@ins-cr.com](mailto:cgssecretaria@ins-cr.com) or [clientescgsp@ins-cr.com](mailto:clientescgsp@ins-cr.com), including the next information:

- Bank account number
- Telephone number
- Name and address of the receiving bank
- SWIFT Code (supplied by the receiving bank)

b. Copy of the passport.

c. The expense invoices authorized by the Ministry of Finance, detailing each of the services received by the Insured and their respective cost, clearly identifying the cost of accommodation.

d. Copy of the travel itinerary.

e. Copy of the return ticket.

f. Document accrediting that, as a result of the declaratory of epidemic or pandemic, the insured must remain in the country for a longer period than as defined on the initial travel itinerary, save if it's a notorious and well-known fact in Costa Rica, in which case, INS shall accredit.

In case of presenting claims in other languages different from Spanish and English, the Insured or the Beneficiary shall present the corresponding translation of all of the claim's documentation; the same should be carried out by official translators authorized by the Ministry of Foreign Affairs and Worship. If the expenses are object of coverage under this policy, the Instituto shall refund the cost of said translation. This expense shall be included within the limit of the corresponding coverage, namely: death, medical expenses, total and permanent disability, or repatriation of mortal remains.

### CLAUSE XVII. CLAIM SETTLEMENT TERM

The Instituto shall provide response by reasoned resolution and in writing within thirty (30) calendar days counting from the presentation of the claim done by the Insured or Beneficiary.

The Instituto shall make the payment when it corresponds, in a maximum term of thirty (30) calendar days.

For enquiries about the procedure for the claims presented, the Instituto has the following means:

By telephone to the number: 800-TeleINS (800-8353467).

Or else write and consult to email [contactenos@ins-cr.com](mailto:contactenos@ins-cr.com).

### CLAUSE XVIII. DISCLAIMER, APPEAL AND REVIEW OF THE CLAIM

1. **Disclaimer:** In those cases rejecting the claim, the Instituto shall communicate the decision to the Insured in writing, to the last known address known.



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2. **Withdrawal:** The Insured may appeal the rejection of the claim, in part or in full; to this purpose a written plea should be presented to the department dictating the denial resolution and offering evidence.
3. **Appeal:** The Insured may appeal the rejection of the claim partly or in full; to this end a written plea should be presented to the hierarchical superior of the department declining the revocation request and providing evidence.
4. **Request of review of the compensated amount:** In case the Insured does not agree with the cost of medical services of an expense incurred in and which has been compensated by the Instituto, he may request in writing, a review of the claim. The Instituto shall be under the obligation of analyzing the compensated costs, and determine if they correspond to the market cost of medical services.

The review may be carried out by one or more experts, as convened among the parties. The experts' fees shall be paid as agreed by the parties. In the absence of agreement it will proceed as provided in the Civil Procedure Code in that sense.

### CLAUSE XIX. MEDICAL AUDIT

The Insured expressly authorizes the officers designated by the Instituto, to consult and compile all the information contained in records at every hospital center, clinic or practice, whether in Costa Rica or another part of the world, after a claim.

## SECTION H. VALIDITY AND POSSIBILITY OF EXTENSIONS OR RENEWALS

### CLAUSE XX. INSURANCE PLAN AND TERM

This is a self-issue policy for travelers. Validity is by the number of weeks indicated by the Insured and reflected in the Insurance Offer. The Insured shall be covered from the day indicated in the Insurance Application as long as the premium has been cancelled.

The maxim coverage term of this policy is fifty-two (52) continued weeks per travel.

It shall only cover claims presented by the Insured to the Instituto, for expenses done within the validity of the policy, as long as the casualty has taken place during the validity of the contract.

### CLAUSE XXI. CANCELLATION OF THE POLICY

If the Insured decides not to keep the insurance, it shall be communicated in writing to the Instituto at least thirty (30) calendar days in advance to the cancellation date.

In such case, the Instituto shall cancel the Contract as of the date expressly indicated by the Insured, which may not be prior to the date the notification is received.





## SEGURO PARA VIAJEROS CONDICIONES GENERALES

If the insurance is cancelled by request of the Insured, during the first five (05) days of issuance, refund shall be made as established in the Right of Withdrawal Clause.

When the cancellation is after the first five (05) days of issuance, the Instituto shall be entitled to withhold the earned premium at short term and in accordance to the time elapsed, according to the percentages indicated on the following table; and reimburse the unearned premium to the Policyholder, provided there are no claims incurred during the validity.

Time elapsed from the date of issuance up to the date of cancellation	Percentage earned from the annual premium	
	Colones	Dollars
Up to 5 working days	0%	0%
Over 5 working days up to 30 calendar days	37%	34%
Over 30 up to 60 calendar days	45%	43%
Over 60 up to 90 calendar days	52%	51%
Over 90 up to 120 calendar days	60%	58%
Over 120 up to 150 calendar days	66%	65%
Over 150 up to 180 calendar days	72%	72%
Over 180 up to 210 calendar days	78%	77%
Over 210 up to 240 calendar days	83%	83%
Over 240 up to 270 calendar days	88%	88%
Over 270 up to 300 calendar days	92%	92%
Over 300 up to 330 calendar days	96%	96%
Over 330 up to 364 calendar days	100%	100%

The Instituto may prove the existence of facts or circumstances excluding its liability or reducing the amount of claimed loss by the insured person of the policy, as corresponds.

When premium refund corresponds, the same shall be done within ten (10) working days following the cancellation request.

### CLAUSE XXII. TERMINATION OF THE POLICY

This policy shall terminate when any of the following conditions is present:

1. Express request by the Insured.
2. For lack of payment of premiums.
3. The Instituto verifies a false or inaccurate statement according to what's established on the Omission Clause and/or policy inaccuracy.

### SECTION I. VARIOUS CONDITIONS

#### CLAUSE XXIII. POLICY ADJUSTMENT



## **SEGURO PARA VIAJEROS CONDICIONES GENERALES**

The Policyholder and/or Insured shall have a term of thirty (30) calendar days starting from the presentation of the policy, requesting the adjustment of the corresponding clauses.

Once the term established on the above paragraph elapses, the right of the Policyholder and/or Insured to request policy adjustment expires.

### **CLAUSE XXIV. PRESCRIPTION**

The rights deriving from this insurance contract prescribe within four (4) years, counting from the moment these rights are irrevocable in favor of the party invoking them.

### **CLAUSE XXV. RIGHT OF WITHDRAWAL**

The Insured and/or Policyholder shall have the power to unilaterally cancel the contract under the right of withdrawal, without justification of the reasons and with no penalties, within the term of five (5) working days, counting from the insurance policy acquisition date, provided no harmful event object of coverage has occurred. Notwithstanding the above, the right of withdrawal is not applicable for this insurance once the travel begins.

The Instituto shall have a term of ten (10) working days to return the amount of the premium, counting since the day communication of the unilateral revocation of the contract is received.

### **CLAUSE XXVI. AGE FOR SIGNING CONTRACT**

This policy has no minimum or maximum age for subscription by the Direct Insured, his spouse or partner.

For the dependent children the maximum age for contracting is twenty-four (24) years of age at the date of issuing the policy, as long as they are single, reside with the Direct Insured at the same residence, are economically dependent and students.

If the Instituto verifies inaccuracy of the Insured's age and the same exceeds the limit of the established age range, the present policy shall be null and no premium on the policy will be refunded.

### **CLAUSE XXVII. EXCHANGE RATE**

If the payment of the premium is made in a currency different than the one the policy was subscribed, the Insured may pay according to the exchange rate valid for the day of payment, at the Bank or institution. When the payment is not done at a financial institution, the exchange rate of reference for sale, fixed by the Central Bank of Costa Rica for the day of payment, shall apply.

### **CLAUSE XXVIII. DEATH OF THE INSURED BY THE BENEFICIARY**

The Beneficiary who treacherously causes the death of the Insured shall lose the right to perceive the payment of the insurance. In such case, the Instituto shall be released of payment as would proportionally correspond to that Beneficiary.



## SEGURO PARA VIAJEROS CONDICIONES GENERALES

### CLAUSE XXIX. CONFIDENTIALITY OF THE INFORMATION

The information supplied in virtue of subscribing the present policy is attached to the right to privacy and confidentiality, save if the insured indicates otherwise in writing or by requirement of the judicial authority.

### CLAUSE XXX. OTHER INSURANCE

If one or several policies of this same insurance plan were acquired by the Insured and are in excess to the sum of ¢60,000,000.00 (sixty million colones) jointly or U\$200,000.00 (two hundred thousand dollars), the excess insurance shall be null and all premiums paid for concept of the same returned to the Insured.

Except for the coverage of accidental death, when there are other concurring insurances of the Instituto, this policy operates as complement and contingently, in excess of the coverage granted by other compulsory and/or voluntary insurance covering the same risk, proportionally and up to the contracted maximums sums.

In case insurance is contracted with an insurance company other than the Instituto, the compensation shall result of distributing the expenses incurred, proportionally to the insured amount in its policy, related to the total amount for all insurance.

The Insured or the Beneficiary shall declare at the moment of the occurrence the existence of other policies covering the same risk; also the detail of such policies containing at least the following information: insurance company, contract number, insurance line, validity and insured amount.

### CLAUSE XXXI. SUBROGATION

The Insured shall surrender to the Instituto his rights before third parties concerning the amount of compensation received and shall respond to all acts affecting the aforementioned transfer. In this sense, the Insured compromises to timely surrender the rights necessary to exercise the subrogation effectively.

## SECTION J. DISPUTE RESOLUTION

### CLAUSE XXXII. DISPUTE RESOLUTION

The Courts of Justice of the Republic of Costa Rica shall be competent to settle the differences which may arise between the Instituto and the Insured, the damaged and/or the beneficiaries. However, when the parties should agree, the disputes originated from the application of this contract, may be resolved through the different means established in the Law on Alternate Conflict Resolution and the Promotion of Social Peace at whichever of the centers established in the country, created for the direction and control of this type of processes.

### CLAUSE XXXIII. APPLICABLE LAW



## **SEGURO PARA VIAJEROS CONDICIONES GENERALES**

Applicable legislation shall be the one of the Republic of Costa Rica. For everything which is not provided for in this Contract the stipulations contained in the Insurance Market Regulatory Law N° 8653 of August 07 of 2008, Regulatory Law of Insurance Contracts N° 8956 of September 12<sup>th</sup> of 2011 and its Regulations, the Code of Commerce and the Civil Code shall apply.

The Courts of Justice of the Republic of Costa Rica shall be competent to settle the differences that could arise between the Instituto on one hand, and the Insured and beneficiaries on the other hand.

### **SECTION K. COMMUNICATION BETWEEN THE PARTIES**

#### **CLAUSE XXXIV. CONTRACT VENUE OF THE INSURED**

Is the address noted by the Insured or Policyholder on the Insurance Offer; in its absence the last address reported to the Instituto.

#### **CLAUSE XXXV. COMMUNICATIONS**

Communications related to this contract, shall be forwarded directly by the Instituto to the Insured and/or Policyholder, its legal representative or whoever exercises representation on his behalf or else sent by ordinary or certified mail to the address designated by the Insured and/or Policyholder on the insurance application or the last one received by the Instituto.

The Policyholder or the Insured shall report in writing to the Instituto or to the authorized insurance broker of any change of address; otherwise, the last address reported shall be deemed correct for all purposes.

### **SECTION L. REGISTRATION CAPTION**

#### **CLAUSE XXXVI. REGISTRATION WITH THE GENERAL SUPERINTENDENCE OF INSURANCE**

The contractual documentation and the technical note making up this product, are registered with the General Superintendence of Insurance as provided by article 29, clause d) of the Insurance Market Regulatory Law, N° 8653, under registration number **P16-33-A01-040-V9** dated **September 01, 2020**.

**In case of doubts, the condition in Spanish prevails.**