



# GENERAL CONDITIONS

## TOURIST INSURANCE

**SECTION I - INDEX**

<b>SECTION II -</b>	<b>COMMITMENT BY THE INSURER .....</b>	<b>3</b>
<b>SECTION III -</b>	<b>INITIAL CONDITIONS .....</b>	<b>4</b>
Article 1.	Definitions .....	4
Article 2.	Contractual Documentation .....	6
<b>SECTION IV -</b>	<b>COVERAGE DOMAIN .....</b>	<b>6</b>
Article 3.	Medical Assistance for a Non-Pre-Existing Disease (Basic).....	6
Article 4.	Medical Assistance Due to an Accident (Basic) .....	6
Article 5.	Medical Assistance for a Pre-Existing Disease (Basic).....	7
Article 6.	Prescribed Medications (Basic) .....	7
Article 7.	Lodging Expenses for Isolation (Basic).....	8
Article 8.	Health Repatriation (Basic).....	8
Article 9.	Funeral Repatriation (Basic) .....	8
Article 10.	Lost Passport (Basic) .....	9
Article 11.	General Exclusions .....	9
Article 12.	Waiting Period:.....	10
Article 13.	Insured Amount .....	10
Article 14.	Coverage Period .....	11
Article 15.	Geographic Boundaries .....	11
<b>SECTION V -</b>	<b>OBLIGATIONS RELATED TO THE HOLDER, INSURED, AND BENEFICIARIES .....</b>	<b>11</b>
Article 16.	Obligations Related to the Holder/Insured Party.....	11
Article 17.	Obligations Related to Prevention of Money Laundering, Terrorism Financing, and Proliferation of Mass Arms .....	11
Article 18.	False or Fraudulent Statements .....	11
<b>SECTION VI -</b>	<b>PREMIUM.....</b>	<b>12</b>
Article 19.	Premium .....	12
Article 20.	Grace Period .....	12
Article 21.	Surcharge and Discounts .....	12
<b>SECTION VII -</b>	<b>HANDLING APPLICATIONS FOR COMPENSATION .....</b>	<b>12</b>
Article 22.	Use of Service Coverage Types.....	12
Article 23.	Compensation Application Processing.....	12
<b>SECTION VIII -</b>	<b>POLICY EFFECTIVE PERIOD .....</b>	<b>13</b>
Article 24.	Insurance Starting and Ending Date.....	13
Article 25.	Policy Termination .....	14
<b>SECTION IX -</b>	<b>MISCELLANEOUS CONDITIONS.....</b>	<b>14</b>
Article 26.	Information Confidentiality .....	14
Article 27.	Right of Retraction .....	15
Article 28.	Subscription Requirements .....	15
Article 29.	Insurance Offer .....	15
Article 30.	Legislation.....	15
Article 31.	Expiration.....	15
Article 32.	Contract Assignment.....	15
Article 33.	Policy Modification .....	15
Article 34.	Currency .....	15
<b>SECTION X -</b>	<b>CONTROVERSY SETTLEMENT OFFICES .....</b>	<b>16</b>
Article 35.	Jurisdiction and Arbitration .....	16
Article 36.	Other Controversy Settlement Offices .....	16
Article 37.	Expert Advice.....	16
<b>SECTION XI -</b>	<b>COMMUNICATIONS BETWEEN THE PARTIES.....</b>	<b>16</b>
Article 38.	Notifications .....	16
<b>SECTION XII -</b>	<b>REGISTRY WITH THE GENERAL INSURANCE SUPERINTENDENCY.....</b>	<b>16</b>

## SECTION II - COMMITMENT BY THE INSURER

ASEGURADORA SAGICOR COSTA RICA S.A. (hereinafter referred to as "Sagicor") is an insurer registered as corporate identification number 3-101-640739. It is duly accredited by the General Insurance Superintendency of Costa Rica and is issuing this insurance policy. This policy is to be governed by the clauses detailed below in this Insurance Contract.

Finally, the undersigned, in my capacity as the legal representative with sufficient powers for this case, hereby declare and establish the contractual commitment by Sagicor to comply with the terms and conditions of this policy.



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Fernando Víquez Pacheco  
Legal Representative  
Aseguradora Sagicor Costa Rica S.A.

## SECTION III - INITIAL CONDITIONS

### Article 1. Definitions

Accident: A sudden, unexpected, unusual occurrence that is beyond the will of the Insured Party that occurs at an identifiable time and in an identifiable place that causes physical injury or death to the Insured Party. For greater clarity, the definition of accident does not include or consider any type of disease.

Acute Illness: This is a short, relatively severe process that alters the status of the body and of any of its organs that may interrupt or alter the balance of the body's vital functions. It may cause pain, weakness, or some other strange manifestation of the body's normal bearing. It includes those cases where the patient is confirmed to have COVID-19 and must be admitted either to the regular hospital or to an Intensive Care Unit.

Beneficiary: A physical person who was able to receive the benefit from one or more types of compensation that are generated by a risk covered by this policy.

Chronic Illness: Any ongoing pathological process that is repetitive and persistent over time that has lasted more than 30 days.

Congenital Disease: A pathology that is present or has been existing since birth.

COVID-19: This is an infectious disease that is highly contagious and is caused by the SARS-CoV-2 virus. It is transmitted by contact with another person who is infected by the virus. This infection may be verified by laboratory tests performed by authorized medical authorities.

COVID-19 Health Isolation Order: Order issued by a competent authority in the Republic of Costa Rica that follows the guidelines of the Ministry of Health and that expressly indicates the days when the person must stay in quarantine and/or in isolation.

Days of Travel: This is the number of days that take place from the date that the national territory is entered and the date that the national territory is exited as indicated by the Insured Party, including both days. These days are equivalent to the coverage period.

Emergency Center/Call Center: This is the office of the Assistance Service Vendor that is in charge of coordinating the services requested in the case of an emergency by the Insured Parties. It includes the group of professional physicians to become involved in and make a decision related to any issues and/or benefits provided or that are going to be provided in conformity with these General Conditions. It may be contacted directly by dialing telephone number +506 4000-6987 or through WhatsApp at +57 (318) 554-4699.

Event: This is the occurrence of any risk that is underwritten by this policy while it is still in effect.

Family Plan: This refers to the option in the Insurance Offer where the policy taker may select a single plan and include more than one member of the same family who is related to the first-degree in that plan. The available plans will be listed in the Insurance Offer. The insured amount for each type of coverage will be individual for each insured member.

Force majeure: Circumstances that, since they cannot be prevented or resisted, provide an exemption from compliance with any obligation and/or that originates in the will of a third party.

Holder: The physical person who is subscribing to this policy. For the purposes of this product, it is a synonym with Policyholder.

Insured Party: This is the physical person who is properly registered as being part of the policy. For this product in particular, the policyholder is the Insured Party. This definition may be extended in the case of family plans.

Lodging Expenses: The normal cost of lodging for the night that the covered Insured Party must incur, excluding the voluntary purchase of any additional service or food service.

Normal Country of Residence: This is understood to mean the Insured Party's normal country of residence abroad or, otherwise the country where the flight was initially boarded that the Insured Party uses to enter Costa Rican territory.

Original Itinerary: lodging plan booked by the Holder to enjoy your stay in Republic of Costa Rica.

Pre-existing Disease: Any physical pathological process that recognizes an origin or an etiology prior to the date that the policy or the trip took effect (or that may be after) and that is feasible to be objectified through complementary normally used diagnostic methods that are daily, accessible, and frequent throughout the coverage in the national territory (including but not limited to: Doppler, nuclear or magnetic resonance, catheterization, radiology, etc.). Preexistence is understood to mean any disease or state of the body or process whether or not it is familiar to the Insured Party that has needed or required a period of time to form or to process or for incubation within the Insured Party's organism prior to having begun the trip. Clear, common examples of preexistence include: kidney stones or gallstones, blockage of arteries and veins by clots, etc., respiratory diseases such as asthma, pulmonary problems, emphysema, HIV, problems generally related to high blood pressure, glaucoma, cataracts, nephritis, ulcers or gastric diseases, illnesses resulting from arthritis, anemia, congenital deformations, genital mycosis, high cholesterol, high triglycerides, etc. They require a short or long period for formation, but in all cases that period is longer than a couple of hours of flight and this state or pathological process is recognized to have existed within the organisms prior to boarding the airplane or the means of transportation on the date that the policy took effect, even when the symptoms become apparent for the first time after the travel has begun. An exception is the COVID-19 virus pre-existing condition inasmuch as the Insured Party always receives a negative response to a test that is a requirement to enter the country

Premium: The amount that must be paid for the risk coverage type that is chosen.

Recurring Disease: Return, repetition, or re-appearance of the disease after it had been treated.

Treating Physician: A professional position provided for authorized by the Emergency Center that assists the Insured Party where the Insured Party is located.

Trip: The entry by an Insured Party into Costa Rica and the later return to the Insured Party's country of residence or destination. These dates will be substantiated by means of tickets, passports, or proof of country entry and exit. Entry into the country is substantiated by means of an entry stamp from the Migration Office of the Republic of Costa Rica.

Waiting Period: This is the period of time after the date that the Insured Party was added to the policy when no event or request for coverage is underwritten. This policy does not include any Waiting Periods.

## Article 2. Contractual Documentation

The following General Conditions and the Insurance Offer will be part of this auto issue insurance policy which expresses the rights and obligations of the Insured Party and Sagicor. The General Conditions prevail over the Insurance Offer.

## SECTION IV - COVERAGE DOMAIN

### Article 3. Medical Assistance for a Non-Pre-Existing Disease (Basic)

This coverage encompasses the following medical services up to the insured amount that is set forth in the Insurance Offer according to the plan that is chosen:

- a) Doctors' Visits: This coverage will be provided in case of an Acute Disease that is unforeseen but not pre-existing. Depending on the nature, seriousness, or urgency, any type of medical service should be provided according to the judgment of the Emergency Center at the hotel or residence where the Insured Party is located or in a medical clinic close by.
- b) Care by Specialists: Care by specialists will be provided only when it is indicated and authorized by the medical team at the Emergency Center for the area where the Insured Party is located or by a treating physician at the Emergency Center. These services are provided at the medical clinic of the specialists and not at his or her residence as a general rule.
- c) Complementary Medical Exams: Only when indicated and previously authorized by the medical team at the Emergency Center.
- d) Hospitalization Medical Expenses: In cases where the Insured Party must be hospitalized due to the occurrence of a sudden or pre-existing Acute Disease, Sagicor will cover the medical expenses for that hospitalization up to the maximum amount that is covered by the Insured Party's plan. This includes those cases where the patient is confirmed to have COVID-19 and must be admitted for regular hospitalization or to an Intensive Care Unit.

These medical expenses include:

- Hospitalization: Depending on the nature of the disease and provided that the Emergency Center Medical Department prescribes it, the Insured Party will be admitted to the medical center that is closest to the place where the Insured Party is located.
- Surgical Procedures: When authorized by the Emergency Center Medical Department and in emergency cases that require this treatment immediately that are not deferred or put off until the Insured Party returns to his or her Normal Country of Residence. If, in the judgment of the regulatory physicians at the Emergency Center, it is possible to return to the Normal Country of Residence to receive the necessary surgical treatment there, steps will be taken to repatriate the Insured Party, who must accept such a solution. All the benefits set forth in this plan will be lost if this solution is rejected. In particular, the repatriation alternative will be chosen in those cases where the treatments are long-lasting or where the surgeries are scheduled and are not urgent.
- Intensive Therapy and Coronary Unit: When the nature of the disease requires it, and provided that it is pre-authorized by the Emergency Center Medical Department, this service is authorized.

Deductible: Not Applicable

### Article 4. Medical Assistance Due to an Accident (Basic)

This coverage encompasses the following medical services up to the insured amount that is set forth in the Insurance Offer according to the plan that is chosen:

- a) Doctors' Visits: These services will be provided in case of an accident. Depending on the nature, seriousness, or urgency, any type of medical service could be provided according to the judgment of the Emergency Center at the hotel or residence where the Insured Party is located or in a medical clinic close by.
- b) Care by Specialists: Care by specialists will be provided only when it is indicated and authorized by the medical team at the Emergency Center for the area where the Insured Party is located or by a treating physician at the Call Center. These services are provided at the medical clinic of the specialists and not at his or her residence as a general rule.
- c) Complementary Medical Exams: Only when indicated and previously authorized by the medical team at the Emergency Center.
- d) Hospitalization Medical Expenses: In cases where the Insured Party must be hospitalized due to the occurrence of an accident, Sagicor will cover the medical expenses for that hospitalization up to the maximum amount that is covered by the Insured Party's plan.

These medical expenses include:

- Hospitalization: Depending on the nature of the accident and provided that the Emergency Center Medical Department prescribes it, the Insured Party will be admitted to the medical center that is closest to the place where the Insured Party is located.
- Surgical Procedures: When authorized by the Emergency Center Medical Department and in emergency cases that require this treatment immediately that are not deferred or put off until the Insured Party returns to his or her Normal Country of Residence. If, in the judgment of the regulatory physicians at the Emergency Center, it is possible to return to the Normal Country of Residence to receive the necessary surgical treatment there, steps will be taken to repatriate the Insured Party, who must accept such a solution. All the benefits set forth in this plan will be lost if this solution is rejected. In particular, the repatriation alternative will be chosen in those cases where the treatments are long-lasting or where the surgeries are scheduled and are not urgent.
- Intensive Therapy and Coronary Unit: When the nature of the accident requires it, and provided that it is pre-authorized by the Emergency Center Medical Department, this service is authorized.

Deductible: Not Applicable

### Article 5. Medical Assistance for a Pre-Existing Disease (Basic)

As a general rule, if the Insured Party suffers from a pre-existing or chronic illness at the outset of his or her trip, even when he or she is not aware of it, as has been established in these General Conditions, Sagicor will exclusively cover the cost of the first visit to the clinic where it determines that the disease already exists. This applies in those cases where they foresee up to the amounts that are set forth in the chosen plan. The cost of any other consultation, treatment, or procedure will be the exclusive responsibility of the Insured Party.

Deductible: Not Applicable

### Article 6. Prescribed Medications (Basic)

As part of the types of coverage for the Medical Expenses and within the limit (never beyond the limit), Sagicor will be responsible for covering the expenses of the medications that are prescribed by the Emergency Center Medical Department up to the amounts set forth in the chosen plan. Any out-of-pocket expenses paid by the Insured Party to purchase the medications that were previously authorized by the Emergency Center will be reimbursed. These expenses must fall within the limit of the benefit. This will occur when the Insured Party returns to his or her Normal Country of Residence and has provided the original purchase receipts or invoices, an original of the medical report that provides

the name or mentions the name of the disease that is suffered by the Insured Party, or a formula or a medical receipt for the invoices.

#### **Article 7. Lodging Expenses for Isolation (Basic)**

This policy covers the reimbursement for the additional cost of the lodging that must be booked to the bookings that were previously reserved on the Original Itinerary should the Insured Party be served notification of a Health Isolation Order during the course of the trip; that will be applied according with the insured sum contracted per day and per person. In no case will the daily rates for stays greater than the daily rate paid by the Insured under the Original Itinerary be covered. Should this situation take place, the maximum reimbursement amount will be the equivalent of the daily rate under the Original Itinerary multiplied by the number of days of additional lodging until the Health Isolation Order has been completed.

The record will show that: (i) the Original Itinerary booked is not covered by this policy; and (ii) the coverage will end once the ending date for the Health Isolation Order has passed.

#### **Article 8. Health Repatriation (Basic)**

When the Emergency Center Medical Department decides that the Insured Party must be repatriated to his or her Normal Country of Residence, it will be via a commercial airline on a regular flight. A physician or nurse may accompany the Insured Party if necessary, subject to the availability of seats to the Insured Party's Normal Country of Residence. This is all limited to the insured amount that is listed in the Insurance Offer according to the chosen plan.

Health repatriation is understood to mean transfer of the Insured Party who is ill or has been in an accident from the Republic of Costa Rica to the airport entering the Normal Country of Residence. Only the Emergency Center Medical Department may provide authorization to take the precautions mentioned in this clause and it is prohibited for the Insured Party or a relative to do so without first receiving written authorization from Sagicor through the Emergency Center. In addition, the repatriation must be authorized and medically and scientifically justified by the Treating Physician used by the Emergency Center. Should the Insured Party and/or his or her relatives or companions decide to perform the repatriation without requesting pre-approval from the Emergency Center Medical Department, Sagicor will bear no responsibility. In such a case, none of the expenses and consequences related to said action by the Insured Party who is ill or has been in an accident or his or her relatives or companions will have any right to any reimbursement or claim against Sagicor.

Sagicor will take charge of paying the differences in changing the date of the air ticket yet the expenses for this medical service will be calculated using the upper limit for the expenses for the transfer and repatriation indicated in the Insurance Offer. This assistance includes transportation in ambulance or via another means of transportation that is compatible with the Insured Party's state of health and must be approved by the Emergency Center Medical Department from the place of his or her hospitalization to his or her place of residence with the necessary support structure, including gurney, wheelchairs, walker, etc.

#### **Article 9. Funeral Repatriation (Basic)**

Should the Insured Party pass away during the effective period of the policy due to a non-excluded event, Sagicor will organize and underwrite the funeral repatriation from abroad. Sagicor will be in charge of the following expenses: simple coffin as mandatory for international transportation, the administrative processes, and transportation of the body by the means that is considered most appropriate until the first place of entry into the deceased's Normal Country of Residence up to the insured amount that is listed in the Insurance Offer based on the chosen plan. Sagicor will not be



responsible for the final coffin expenses, funeral processes, or ground or air transportation within the Normal Country of Residence. This benefit does not include the expenses related to any relatives or individuals who are accompanying the deceased Insured Party under any circumstance.

### Article 10. Lost Passport (Basic)

Sagicor will financially support the Insured Party up to the insured amount that is set forth in the Insurance Offer based on the chosen plan in case of the loss of a passport. The Insured Party is in charge of the passport replacement processes.

### Article 11. General Exclusions

The treatments detailed below are excluded from this policy:

- Endemic, pandemic, or epidemic diseases. An express exception is the pandemic caused by COVID-19, which is covered under the terms of this policy.
- Any medical expense or assistance that has not been previously checked and authorized by the Emergency Center.
- Any defined or recurring chronic or pre-existing illnesses that were suffered prior to the beginning of the effective period of the plan and/or the trip, whether or not the Insured Party is aware of them, as well as any intensification, sequels, or direct or indirect consequences (even when they appear for the first time during the trip). The record will show that the expenses for medications for pre-existing illnesses will not be borne. The medications for treating mental or psychiatric or emotional illnesses will be excluded.
- To be clear, in case of pre-existing, chronic or recurring conditions that are covered, no expense will be accepted for hospitalization, health repatriation, routine or diagnostic exams, or for any control unless they are expressly authorized prior to the service being provided.
- No medical expense beyond the expenses required by the treating physician to reestablish the state of health of the Insured Party will be covered. This expressly excludes treatments for dialysis, transplants, oncological and psychiatric treatments, the purchase of earphones, eyeglasses, dental prosthetics, implantable and similar devices, as well as any medications that are taken without a prescription.
- Illnesses, injuries, disorders or medical complications resulting from treatments performed or carried out by parties or professionals who are not authorized by the Assistance Center Medical Department. No pre-authorization will be required in case of hospitalization in a medical center due to COVID-19.
- Any disorders, diseases, or injuries derived from a criminal or penal attempt or action by the Insured Party whether directly or indirectly, such as fights, disagreements, beatings, or disturbances.
- Injuries, burns, or lesions that are consequent or resulting from prolonged exposure to the sun or sources of heat, chemicals or UV rays.
- Treatment for illnesses or pathological states produced by ingesting or intentionally administering toxins (drugs), narcotics, or alcohol, or for using medications without a prior medical order.
- Accidents that occur when practicing hazardous, risky, or extreme sports including, but not limited to: Motorcycling, motor racing, boxing, diving, football or soccer, water skiing, paragliding, basketball, volleyball, karate, repelling, canopy, canyoning, climbing, rafting, track and field, and cycling.
- Sagicor will not provide any sort of assistance to an Insured Party who has an illegal immigration or labor status (including undeclared work in the country).
- Any type of mental, nervous, or psychological illnesses, including nervous breakdowns, panic attacks, stress attacks, or similar attacks, food disorders such as bulimia, anorexia, vigorexia, megarexia, etc.

- AIDS and HIV in all their forms, sequels, and consequences. Venereal diseases and/or in general any type of service provision, exam, and/or treatment that has not first received authorization from the Assistance Center.
- The events and consequences of releasing natural forces, tsunamis, tremors, earthquakes, storms, thunderstorms, volcanic ash, hurricanes, cyclones, floods, events involving nuclear radiation and radioactivity, as well as any natural or other phenomenon with an extraordinary character or any event that, due to its dimensions or gravity, may be considered to be a regional or local national disaster or catastrophe.
- Suicide, attempted suicide, or wounds that are self-inflicted by the Insured Party and/or that are inflicted by his or her family, as well as any other act of manifest irresponsibility or bad judgment by the Insured Party.
- Any events that are a consequence of acts of war, invasion, acts committed by foreign or domestic enemies, terrorism in all its forms, hostilities, or war operations (whether or not they are declared), civil war, rebellion, insurrection, or military, naval, or usurped power, involvement by the Insured Party in strikes, demonstrations, or conflicts that may or may not be related to civil war, or when the involvement is personal or as a member of any civil or military organization, terrorism, or severe alteration of public order.
- Any malicious and/or bad faith acts by the Insured Party, kidnapping, or attempted kidnapping.
- Any accidents whose origin is due to incompetence, neglect of standards or procedures, negligence, carelessness, provocation or the lack of preventive measures by the Insured Party. If the bodily damage is cause as a consequence of the different causes other than the previously mentioned causes, the Insured Party will have coverage up to the amount of the Medical Assistance by Disease according to the acquired plan.
- Expenses related to public or private transportation or travel paid by the holder from his or her hotel or location to the hospital or medical center or to the Doctor's office. This is unless said expenses have been expressly authorized in writing or verbally by the Assistance Center.
- Any diseases derived from, due to, or as a consequence of congenital deformations whether or not the Insured Party is aware of them.
- Any injuries or accidents as passengers derived from accidents involving aircraft not meant to be used or authorized as commercial public transportation with a published itinerary, including individual or commercial charter flights.
- Any problems related to thyroids; liver diseases, cirrhosis, abscesses, hernias, exercise tests, or any type of preventive medical checkup.
- Injuries as a driver or passenger due to using any type of vehicle, motorcycle, or moped or scooter without a driver's license, or without a helmet, or without any established insurance policy.
- Injuries, illnesses, or wounds derived from consuming alcoholic beverages of any type.
- Injury of the Insured Party from or due to attempting to make an aerial flight of any type, except as a passenger and not as a member of the aircraft's crew and without any sort of duty in relationship to the flight.
- Injury of the Insured Party caused by deceit by the spouse of the Insured Party or any of his or her relatives up to the third degree of affinity.

#### Article 12. Waiting Period:

This policy does not include any Waiting Periods.

#### Article 13. Insured Amount

The insured amount for each type of coverage will be the amount chosen by the Insured Party based on the options of the plans being offered that are part of the Insurance Offer.

#### Article 14. Coverage Period

This insurance establishes the occurrence base for the event in conformity with the Insurance Contract Regulatory Law. As a consequence, this insurance policy only covers claims for events that have occurred during the policy effective period, even if the claim is submitted after the policy has expired. This is all without prejudice to the stipulated terms of the coverage and the legal statute of limitations.

#### Article 15. Geographic Boundaries

This policy covers the consequences of events that occur within the national territory of the Republic of Costa Rica.

### SECTION V - OBLIGATIONS RELATED TO THE HOLDER, INSURED, AND BENEFICIARIES

#### Article 16. Obligations Related to the Holder/Insured Party

In addition to other obligations indicated in these General Conditions or the current standards, the Insured Party assumes the following obligations:

- a) **Premium Payment:** The Holder will be obligated to make the premium payment by the deadline.
- b) **Compensation Process:** The Insured Party must follow and respect the compensation process as detailed in these General Conditions and notify Sagicor of any changes in the address for service of notifications. For the purpose of expense reimbursement, all the original receipts and vouchers for said expenses must be submitted.
- c) **Proof of Event:** The Insured Party must demonstrate that the event occurred and the approximate amount of the loss. Likewise, the Insured Party must cooperate with Sagicor in the inspection and any other processes that may be required by the compensation process.
- d) **Legal Compliance:** Finally, it should observe and comply with the obligations established in the Insurance Contract Regulatory Law and the associated standards.

#### Article 17. Obligations Related to Prevention of Money Laundering, Terrorism Financing, and Proliferation of Mass Arms

**Prevention of Money Laundering, Terrorism Financing, and Proliferation of Mass Arms:** The Holder pledges to provide truthful, verifiable information to Sagicor that is contained in the Insurance Offer. The Insured Party and the beneficiary will provide the documents and information needed as requested at the time of the compensation payment. Otherwise, Sagicor reserves the right to issue or cancel or even not pay any pertinent compensation until the information that is requested is provided. Should the policy be canceled, any unearned premiums will be returned within 20 calendar days after notification is served.

#### Article 18. False or Fraudulent Statements

The obligation to compensate will be canceled by Sagicor if any false or fraudulent statements that are made by the Insured Party are demonstrated that involve deceit or gross negligence when said statement had given the right to Sagicor to exclude, restrict, or reduce that obligation in conformity with the Policy. Should the Policyholder or the Insured Party show any reticence or falsehood when declaring the risk, the steps set forth in the Insurance Contract Regulatory Law will be taken.

## SECTION VI - PREMIUM

### Article 19. Premium

This is the price of the policy. It is established in the Insurance Offer and includes the Value Added Tax (VAT). It must be paid when the policy is taken out with a credit or debit card directly on the On Line Shopping Platform or using some other means expressly authorized by Sagicor for the convenience of the Insured Party.

The Premium is calculated as a function of the days of the trip, the age of the Insured Parties, and the number of people covered (in case of a Family Plan).

Inaccurate Premium: If the age of the Individual Insured Party is listed incorrectly when a request is made to add the Individual Insured Party to the insurance, an equitable adjustment will be made to the premium under the Insurance policy, if applicable.

### Article 20. Grace Period

Since this is a short-term auto issued insurance policy, the premium should be paid in full at the time that the contract is executed so there is no grace period for it to be paid.

### Article 21. Surcharge and Discounts

This insurance policy does not include any surcharges of any type for it to be issued.

## SECTION VII - HANDLING APPLICATIONS FOR COMPENSATION

### Article 22. Use of Service Coverage Types

**For Coverage Types related to Medical Services:**

- The pertinent service should be requested by calling the Emergency Center at telephone number +506 4000-6987 or through WhatsApp at +57 (318) 554-4699.

### Article 23. Compensation Application Processing

When an event occurs, the Insured Party or the Holder must report the event as soon as possible to Sagicor. Without prejudice to the stipulations in the Insurance Contract Regulatory Law, the Holder and/or the Insured Party must notify Sagicor as soon as possible after the event occurs to be able to receive support for the different processes.

Likewise, the following documents must be submitted by the Insured Party or the Beneficiary(ies):

- Notify the Emergency Center personally or through a third-party about any circumstance that requires assistance within twenty-four (24) hours after the event occurred.
- Request and obtain authorization from the Emergency Center prior to taking any initiative or incurring any expense in relation to the benefits issued by the chosen plan. In cases where authorization has not been requested from the Emergency Center or no authorization has been obtained, no reimbursements will be forthcoming whatsoever nor will there be any rights to submit claims. **In case of a situation where the life of the Insured Party is at risk or threatened due to an accident or an actual, verifiable medical condition, the Insured Party must go to the closest medical center to seek the necessary treatment. The insured Party must mandatorily inform the Emergency Center over the course of the following twenty-four (24) after the event.**

- It is clearly understood that notification of the Emergency Center is mandatory even when the problem has been totally resolved since Sagicor is unable to take responsibility for the cost of any assistance without the Emergency Center first knowing about and authorizing it. The Insured Party hereby accepts that Sagicor and the Emergency Center reserve the right to record and audit the telephone conversations that it deems to be necessary to be able to provide its services properly. The Insured Party expressly accepts the indicated mode and states that it agrees with any possible usage of technological records, recordings, correspondence, and similar means as a way of providing proof in case of the existence of any controversies about the assistance that was provided.
- The Insured Party will accept and abide by the solutions and recommendations made by the Emergency Center and, should it come to that, the Insured Party consents to repatriation to his or her country of origin when his or her medical status so requires it.
- The Insured Party will provide the documentation to be able to confirm the appropriateness of the case as well as any original expense vouchers to be evaluated for any possible reimbursement by Sagicor and any medical information (including information prior to the beginning of the trip) that makes it possible for the Center to evaluate the case.
- In those cases where Sagicor or the Emergency Center requires it, the Insured Party must provide authorization to release his or her clinical history by filling out a form to be sent to the Emergency Center and for the form to be returned by fax or email. Likewise, the Insured Party hereby absolutely and irrevocably authorizes Sagicor or the Emergency Center to request, on his or her behalf, any medical information from professionals both in Costa Rica and in the Insured Party's Normal Country of Residence to be able to evaluate and possibly to decide about how applicable the restrictions are in case of chronic or pre-existing illnesses for any injury that has given rise to the assistance that she or he was provided.
- The Insured Party must provide the tickets to Sagicor that he or she has in his or her possession in those cases where Sagicor is responsible for the difference between the original ticket or tickets and the newly issued ticket or tickets or when the Insured Party must be repatriated, whatever the reason may be.

#### **For reimbursement Lodging Expenses for Isolation:**

- Health Isolation Order that expressly indicates the effective period in days for which it is issued.
- A copy of the original reservation and entry voucher for the Insured Party.
- Bill and payment receipt of the place where you are lodging. The bill must have the name of the Party Insured and the days of the Health Isolation Order.

Any claim related to this policy must be in writing and be sent by any of the following means:

- i. Sent to email address: [SCR\\_tiendasagicor@sagicor.com](mailto:SCR_tiendasagicor@sagicor.com).
- ii. Delivered physically to our offices located on Escazú Avenue, Building 205, Floor 5, in San Rafael de Escazú, SJ.

The Customer Service line may also be contacted at any time by dialing 4080-0776, or by contacting us through Whatsapp at +506 6060-0776 or by email: [SCR\\_tiendasagicor@sagicor.com](mailto:SCR_tiendasagicor@sagicor.com) to receive advice on this process. Sagicor promises to answer all of the compensation applications that are submitted by the deadlines established in the Insurance Market Regulatory Law and the Insurance Contract Regulatory Law.

## **SECTION VIII - POLICY EFFECTIVE PERIOD**

### **Article 24. Insurance Starting and Ending Date**

This insurance policy will take effect on the date that the trip begins provided that the insurance premium payment is made at the time that the insurance is taken out and will remain in effect for a minimum of three (3) calendar days and

a maximum of ninety (90) calendar days. It will end on the date that the trip ends or on the date that the policy expires as indicated in the Insurance Offer, whichever occurs first. If, at the time that the policy expires, the Insured Party is hospitalized for COVID-19 or has a Health Isolation Order in Costa Rica, Sagicor will only assume the costs that may be incurred due to hospitalization or lodging within the limits of the pertinent benefit, excluding any other medical type cost as follows (whichever occurs first):

- a. Up to a maximum of seven (7) additional days of extension for the effective period of the policy in case of any accident or illness other than COVID-19, except when the head physician releases the Insured Party within a shorter period of time, or
- b. Up to the number of days needed for the patient to be released due to COVID-19 or when the Health Isolation Order ends, or
- c. Until the specific amount of coverage indicated in the Insurance Offer has run out.

Should the Holder need to extend the insurance effective period, the Holder must send a written request to Sagicor before the end of the policy. Sagicor will authorize a new policy to be issued in those cases where no coverage or assistance has been requested during the trip that is involved in the extension and the extra premium is paid for the period of time for the extension, and subject to the following conditions:

- a. If the policy has ended, Sagicor may authorize the issuance of a new policy with the understanding that the first five (5) effective days will be considered to be a Waiting Period and exemption from liability for providing services or benefits to the Insured Party.
- b. No new policy may be used under any circumstance to begin or continue treatment and/or assistance for problems that may have arisen during the effective period of the initial policy or prior to the effective period of the new insurance policy.
- c. Any medical assistance provided in the first policy will automatically go on to be considered as pre-existing during the effective period of the new policy and, therefore, will not be accepted by Sagicor under the new policy.

## Article 25. Policy Termination

In addition to the cases indicated by the Insurance Contract Regulatory Law, this policy will end if any of the following conditions are met:

1. Failure to make the premium payment.
2. Sagicor verifies that false statements have been made.
3. Upon the death of the Insured Party.
4. After the date when the trip ends, when the Insured Party returns to the Normal Country of Residence or on the date that the policy expires, whichever occurs first.

Early termination of the policy will take effect without prejudice to the right of the Insured Party to any compensation for events occurred prior to the early termination date.

## SECTION IX - MISCELLANEOUS CONDITIONS

### Article 26. Information Confidentiality

Any information that may be provided by virtue of entering into this policy is protected by the right to confidentiality and privacy unless stated otherwise by the Insured Party or by any requirement by the competent legal authority.



### Article 27. Right of Retraction

The Holder will have a maximum period of five (5) business days after this insurance has been issued and with the proviso that the trip must begin first according to the terms of this policy to be able to unilaterally cancel this contract under the auspices of the right of retraction. The cancellation must take the form of a formal communiqué addressed to Sagicor, to be delivered directly to the auto insurance operator or at the Sagicor offices, in conformity with what is indicated in these general conditions. Once the trip has begun, the right to retraction may not be exercised.

Insurance cancellation will be effective as of the date of said communiqué and Sagicor will have a maximum period of ten (10) business days after that document has been received to return one hundred percent (100%) of the amount of the premium paid at the time that the insurance was issued to the Holder without any sort of penalty or deduction. Sagicor will issue a check or make a deposit into the account indicated by the Insured Party. The Holder is responsible for any deduction to be made by the bank(s) representing the pertinent bank transfer.

### Article 28. Subscription Requirements

To enter into this policy, the Holder must comply with the following requirements:

1. Have a current credit or debit card.
2. Fill out the Insurance Offer form and pay the insurance premium.
3. For minor children, the Insurance Offer must be completed by the party exercising the parental authority over the minor child.

### Article 29. Insurance Offer

Sagicor or the auto insurance operator will provide the Insurance Offer directly to the Insured Party, along with the General Conditions as established by the current regulations and standards.

### Article 30. Legislation

This policy is governed by the provisions of the Insurance Contract Regulatory Law and the Insurance Market Regulatory Law, as a supplement and as applicable by the Code of Commerce and the Civil Code of the Republic of Costa Rica.

### Article 31. Expiration

Sagicor's obligations expire within a term of four (4) years after they are put into effect.

### Article 32. Contract Assignment

Neither the Holder nor the Insured Party may assign this insurance contract.

### Article 33. Policy Modification

No policy modification will be effective without being signed by Sagicor's Legal Representative. The Insured Party may request changes in personal data when he or she so desires by communicating with Sagicor.

### Article 34. Currency

All the amounts or compensation related to this policy are payable in dollars of the United States of America. However, the parties' financial obligations may be honored by the equivalent amount in Colones at the Sales Reference Exchange Rate reported by the Central Bank of Costa Rica on the pertinent payment date.

## SECTION X - CONTROVERSY SETTLEMENT OFFICES

### Article 35. Jurisdiction and Arbitration

Should there be any claims or disputes, the parties subject themselves to the jurisdiction of the Courts of Law of San Jose, Costa Rica. Despite the above, the parties may choose, by mutual agreement, to settle their controversies or disputes through arbitration or by some other means of alternate controversy settlement.

### Article 36. Other Controversy Settlement Offices

In addition to the previously indicated common jurisdiction and arbitration information, in conformity with the current standards, the policyholder may submit claims or complaints at the Sagicor offices or go to the Personal Insured Defense Center. That Center's contact information may be checked at webpage: [www.sagicor.cr](http://www.sagicor.cr). Likewise, the policyholder has the right to become involved as a stakeholder at the General Insurance Superintendency or the National Consumer Commission depending on the specific areas of expertise of said entities as stipulated in the current standards.

### Article 37. Expert Advice

The parties may agree to receive assessment or advice should there be any disagreement about the amount of the compensation or the validity of the medical opinion that issues a Serious Illness or Cause of Death decree at the time that the event occurs. The assessment may be provided by one or more experts as the parties agree by following the conditions stipulated in the Insurance Contract Regulatory Law.

## SECTION XI - COMMUNICATIONS BETWEEN THE PARTIES

### Article 38. Notifications

Communication to be addressed to Sagicor must be sent directly in writing to the offices located on Escazú Avenue, Building 205, Floor 5 in San Rafael de Escazú, San Jose, or by email to: [SCR\\_tiendasagicor@sagicor.com](mailto:SCR_tiendasagicor@sagicor.com) or [SCR\\_servicioalcliente@sagicor.com](mailto:SCR_servicioalcliente@sagicor.com).

Any notification or warning that Sagicor must make known to the Holder and/or the Insured Party will be made by any written or electronic means such as fax, email, personal delivery, or certified mail. The latter should be sent to the physical address set forth in the policy. If there is a change in the residence and/or the means of notification to be used, notification must be served in writing to Sagicor. Sagicor will confirm receipt of the change and enter it into the system. Otherwise, any notification served at any of the addresses set forth in the policy will be held to be valid.

## SECTION XII - REGISTRY WITH THE GENERAL INSURANCE SUPERINTENDENCY

Any contractual documentation and technical notes that are part of this product are registered with the General Insurance Superintendency in conformity with the contents of Article 29, section d) of the Insurance Market Regulatory Law, Law 8653, registered as number P20-76-A12-873 and dated August 05, 2020.