# GENERAL CONDITIONS
PURA VIDA NOMAD INSURANCE

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OBLIGATION OF THE INSURANCE COMPANY

The INSTITUTO NACIONAL DE SEGUROS, corporate identification 400000-1902-22 (“the INSTITUTO”) undertakes with the INSURED and/or POLICYHOLDER, to issue the present policy in accordance with the General Conditions provided hereinafter and based on the statements done in the offer originating this contract.

I declare the contractual commitment of the INSTITUTO to comply with the terms and conditions of the present policy.

Legal representative's signature
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A. DEFINITIONS

The following definitions should be construed so in the policy’s contents.

1. ACCIDENT: Sudden action of an external agent, violent, fortuitous and unexpected, causing a traumatic body injury which can be determined by a physician.
2. INSURED TITLEHOLDER: Natural person exposed to insured risks and is the policyholder.
3. INSURED DEPENDENT:
   I. The spouse or partner, understood as the person in a relationship with the Insured Titleholder for over three (3) years in a public common-law relationship, notorious, exclusive, stable and demonstrable.
   II. The Insured Titleholder and/or spouse’s children, provided they are under twenty-five (25) years-old. Similarly, the children of each one of them might be considered in case there were.
4. DEDUCTIBLE: Amount or Percentage established in the General Conditions, representing the Insured’s economic participation on the compensation of claims, under the coverage where it applies.
5. MEDICAL EMERGENCY: Unexpected onset of a medical condition with severe symptoms threatening the Insured’s life, requiring immediate medical care 24 hours after it appears.
6. ACUTE DISEASE: Disease characterized for its sudden onset; it has clearly defined beginning and end, of quick evolution and short duration under three months. In the case of COVID-19 it will not be limited to such period, but concludes with the medical discharge or the depletion of the respective sub-limit.
7. EPIDEMIC DISEASE: Acute disease produced by biological or non-biological agents, that according to epidemiologists has a serious or fatal degree of pathogenicity, virulence or lethality, which might propagate quickly or presents an accelerated growth and considered abnormal in the number of cases present in a country or region or has been declared as such by the World Health Organization or the Ministry of Health in Costa Rica’s case or the equivalent authority in case of being declared on other countries.
8. PANDEMIC DISEASE: Acute disease, produced by biological or not biological agents, that according to epidemiologists has a serious or fatal degree of pathogenicity, virulence or lethality, which might propagate quickly or presents an accelerated growth and considered abnormal in the number of cases present simultaneously in more than one country or continent or has been declared as such by the World Health Organization authorized for that purpose, due to its impact or implications in public health.
9. PRE-EXISTING DISEASE: all that disease or injury, congenital or not, accident, physical disability, as well as its sequels, which prior to this policy’s acquisition, has been:
   a. Diagnosed by a physician.
   b. Which by its signs or symptoms could not go unnoticed by the Insured or third parties.
   c. Received medical treatment, services or supplies.
   d. Practiced or recommended test for pertinent diagnoses.
   e. Taken drugs or medicines prescribed or recommended.
10. MEDICAL EXPENSES: Are the medical expenses disbursed by the Insured and approved by the Instituto, resulting of the occurrence of an event protected by this policy and which are crucial in the diagnosis or treatment of the injuries produced in the accident or acute disease.
11. HOSPITAL: Public or private establishment legally authorized for the medical service of sick or injured people providing nursing assistance twenty-four (24) hours a day and counting with installations and facilities to carry out diagnoses and surgical interventions; meaning, having and regularly using laboratories, radiography equipment and surgery rooms assisted by specialized professional staff.
12. THEFT: Is the taking of property without intimidation or violence on persons or goods.
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13. PHYSICIAN: Enabled person and legally authorized to practice human medicine and qualified to perform the treatment and/or required diagnosis.

14. NOMAD: Is a person rendering services paid remotely, subordinate or not, using information means, telecommunications or similar, in favor of a natural or legal person.

15. INSURANCE OFFER: Document with the offer carried out by the Instituto and whose acceptance by the policyholder means the insurance contract is entered into.

16. PLAN: Insurance alternative described and selected by the Insured in the Insurance Offer.

17. ROBBERY: Offence against property consisting in the illicit seizure of movable property of others, employing force in things or violence or intimidation on persons.

18. ACCIDENT / EVENT: Concrete expression of the insured risk enforcing the insurer’s obligation.

19. TERRORISM: Violent action carried out to destabilize the political system or cause insecurity on society.

B. DOCUMENTS COMPRISING THE POLICY AND ITS ORDER OF PRIORITY

Constitute this policy, according to their order of priority: the Insurance Offer and the General Conditions and Dersa; in case of contradictions between the general conditions and Dersa, the provisions most favoring the insurance customer shall be applied.

C. AREA OF COVERAGE

This policy covers persons with the status of nomads outside and within the national territory, twenty-four (24) hours a day.

D. COVERED RISKS

MEDICAL EXPENSE BASIC COVERAGE:

1. MEDICAL EXPENSES:

Covers the costs of medical services incurred by the Insured and its dependents included in this policy, consequence of an accident, medical emergency or acute disease occurred during the validity contracted. Said costs correspond to:

a. Outpatient and hospitalization services, medical consults, care by specialists, medications, surgical interventions, medical treatments and others medically necessary, prescribed by a physician.

b. Services subject to sub-limits in conformity to what’s established on the Insurance Offer:

i. Rehabilitation. Ten (10) sessions per event and up to the sub-limit indicated for the validity of the policy.

ii. Dental emergency for pain relief. Accident expenses are covered for the amount of the basic coverage.

iii. Epidemics and pandemics.
ADDITIONAL COVERAGE AND ASSISTANCE

2. PASSPORT REPLACEMENT

Covers the sum established on the Insurance Offer, in case of passport loss or theft for the Insured and dependents.

3. THEFT OF GADGETS

Covers the theft of the computer, cell phone, external hard drive, video cameras, photographic equipment declared and described in the Insurance Offer, with unit value higher than US$500.

4. ACCIDENTAL DEATH

The Instituto shall pay the insured sum selected in the Insurance Offer to the designated Beneficiary(ies) in case of accidental death of the Insured Titleholder.

5. VIRTUAL MEDICINE ASSISTANCE SERVICE:

The insured and his dependents may request the service using the link https://medicinavirtual.ins-cr.com, by which a health professional shall be assigned to provide medical orientation. To this service deductible does not apply.

In case that in such medical consult, it is possible to carry out a diagnosis, prescribe treatment, refer medical tests among others, the physician shall do the corresponding indication. The cost of such additional services may be covered by the medical expenses’ coverage when applicable.

The timetables, as well as updated information of suppliers offering the service, may be consulted at the above-referenced link.

E. INSURED SUM

The maximum insured sums for each coverage are established in the Insurance Offer, according to the contracted plan.

F. TERRITORIAL SCOPE

The policy covers the Insured for events occurred anywhere in the world.

G. PERIOD OF COVERAGE

The Insurance shall only cover claims occurring during the policy’s validity, even if the claim is presented after the validity expires.
H. EXCLUSIONS

The Instituto shall not cover:

- Under all coverage:
  a. Civil or international war, terrorism, mutiny, strike, subversive movement or, in general, popular upheavals of any kind.
  b. Resulting from, or having been caused by radioactivity pollution.

- For Medical Expenses and Accidental death:
  a. The Insured person commits or attempts suicide, or self-inflicted wounds.
  b. Participation in competitions or in safety, resistance, speed tests, with or without the Insured’s consent.
  c. Caused by, or consequence of consumption of alcohol, narcotics, hallucinogenic substances, toxic drugs or opium derived ingested voluntarily by the Insured person, not being medically prescribed.
  d. Accidents occurred while practicing sports professionally.

- For Medical expenses:
  a. Expenses for control, treatment and medication related to stabilization or regulation of a preexisting, chronic or recurring disease.
  b. Expenses for check-ups or preventive medical tests.
  c. Labor and complications of pregnancy, except if originating from an accident or acute disease covered by the policy.

- For Theft of gadgets:
  a. Theft.

I. DEDUCTIBLE

- Epidemics and pandemics: one hundred dollars (US$100) per event.
- Medical expenses: one hundred dollars (US$100) per event.
- Theft of gadgets: 20% over the insured article’s value with a minimum of USD$100 per event.

J. BENEFICIARIES

In case of having accidental death coverage, the insured sum shall be paid to the Insured’s designated beneficiaries or in its absence to the legal heirs established on the succession process duly justified.

To designate a minor as beneficiary, the minor’s name must be indicated, and he/she shall be represented in conformity to what the Civil and Family norms provide.

K. INSURED’S OBLIGATIONS

1. Provide all the required information complete and truthfully.
2. Pay the premium.
3. Assume the agreed deductible.
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4. Assume all expenses derived from any international bank transfer to be carried out and provide the bank account number, name an address of the recipient bank, SWIFT code (supplied by the receiving bank).

L. POLICY RECTIFICATION

In case of contradiction between the insurance offer and the policy’s conditions, the Insured shall have a term of thirty (30) calendar days since the policy is delivered to request rectification of the clauses. After this time is elapsed, the right to request rectification expires.

M. PREMIUM

The premium is established according to the number of days, as well as the age range of the insured and insurance option declared by the Insured in the Insurance Offer.

The premium payment is done in advance and as a single disbursement. It may be in cash or another form of payment, provided the Instituto receives the money satisfactorily.

N. NOTIFICATION PROCEDURE AND CLAIMS HANDLING

Medical expenses

When medical care is required as consequence of an acute disease, medical emergency or accident covered by the policy, an e-mail should be sent to autorizaciones@grupoins.com or calling toll-free line 800-MEDICAL (800-633-4225) or telephone number 2284-8500, so the Instituto provides a pre-authorization for the service, through the Network of Providers and indications as how to receive medical services on national territory.

The Insured also has free medical selection, so care may be received at the preferred hospital or clinic; in this case the next guidelines for reimbursement should be followed:

2. Electronic invoices in PDF format if possible, detailing the expenses carried out.
3. On the e-mail reference write down the Insured’s complete name and identification number.
4. The physical documentation should be safeguarded by each patient.
5. Send all documentation to clientescgs@grupoins.com
6. “Benefits Application” form completed by the physician with the diagnosis and daily evolution, and the “Authorization to Review Clinical Files” permit signed by the Insured; both documents are downloaded in www.ins-cr.com
7. Medication prescription, tests and others.

Passport replacement

Photocopy of the complaint presented at the Judicial Investigation Department (OIJ) or another competent judicial authority, when robbery was abroad.

Theft of Gadgets

1. Proforma invoice equivalent to the one lost, containing the equipment’s replacement value.
2. Photocopy of the complaint presented at the Judicial Investigation Department (OIJ) or another competent judicial authority, when robbery was abroad.
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Accidental death

1. Official Death Certificate specifying the cause of death. In case of being issued abroad the apostille should be provided.
2. Complete Judicial File certified by the corresponding Judicial Authority, with apostille in case the death is abroad and when there is a judicial process.

In case of presenting claims on other languages different to Spanish and English, the Insured shall present the respective translation of all the claim’s documentation, which should be carried out by official translators authorized by the Ministry of Foreign Affairs.

The Insured authorizes the Instituto and gives express consent to record and use the telephone calls done through the service lines to report the event; for evidence in administrative and judicial processes when their use is necessary, both for insurance proceedings as for attention of compensation requests.

O. CLAIM SETTLEMENT PERIOD

The Instituto shall answer within ten (10) work days, counting from the claim’s presentation, which should have all the established requirements for each case. The same term runs starting on acceptance of the claim for the corresponding payment to be done.

Para consultas sobre el trámite de los reclamos presentados: 800-MEDICAL (800-633-4225) o autorizaciones@grupoins.com.

P. PROCEDURE TO ACCESS THE VIRTUAL MEDICINE SERVICE

The Insured shall use the APP INS 24/7 technological application to contact the service with the link https://medicinavirtual.ins-cr.com, available for Android & IOS; an account is required to use it which may be created directly from the application. You only have to enter identification type and number, complete name, telephone number and e-mail address.

Q. VALIDITY

This policy is issued under an individual, self-issuance, not renewable modality and shall be effective only during the term established on the Insurance Offer; however, the Insured may request an extension of validity, subject to compliance to the following conditions:

- Send a validity extension request to the Instituto, minimum two (2) work days before the policy’s expiration.
- Pay the additional premium.
- The policy’s period of validity shall continue immediately after the date of expiration of the first validity established.
- The policy’s period of validity shall in no case exceed three hundred sixty-five (365) consecutive calendar days.
- There is no application for medical services being processed at the date of requesting the extension.

The Instituto, save a legal provision, may not terminate the insurance anticipatedly.
R. POLICY CANCELLATION

If the Insured decides not to maintain the insurance, should communicate it to the Instituto in writing with at least thirty (30) calendar days anticipation to the cancellation date.

In that case the Instituto shall cancel the contract as of the date expressly noted by the Insured, which may not be before the date receiving notice.

When the cancellation takes place after the first five (05) days of issuance, the Instituto shall be entitled to retain the premium earned at short term, according to the time elapsed and should reimburse the unearned premium to the Insured, provided there are no claims incurred during the validity.

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

S. POLICY TERMINATION

This policy terminates when any of the following causes is present:

1. If the Insured and/or policyholder does not comply with Act N°7786, as amended.
2. When the date of the validity termination is reached.
3. Death of the Insured.

T. RIGHT OF WITHDRAWAL

In case the insurance is cancelled at the Insured’s request during the first five (5) work days after the policy is issue and no claim has been presented; one hundred per cent (100%) of the premiums paid shall be reimbursed.

U. VARIOUS CONDITIONS

1. CURRENCY

All payments related to the present policy, to be done between the Insured and the Instituto, shall be carried out in dollars, currency of legal use in the United States of America, as indicated on the Insurance Offer.

Any of the parties may pay in colones, currency of legal tender in Costa Rica; the reference exchange rate for sale shall be applied, fixed by the Banco Central de Costa Rica.

2. APPLICABLE LEGISLATION

The applicable legislation shall be that of the Republic of Costa Rica. All not otherwise provided for in this insurance contract the provisions stipulated in the Law Regulating the Insurance Market N° 8653 shall be applied, the Law Regulating Insurance Contracts N° 8956 and its Regulations, Act 8204 on Narcotics, Psychotrophic Substances, use of non-authorized drugs, capital legalization and connected activities and its amends and normative complementing it; the Code of Commerce and the Civil Code.

V. DISPUTE SETTLEMENT

In case the insured should consider his consumer rights affected or there is a claim about the interpretation of the insurance contract, a complaint may be filed before the instance called Corporate Client Advocacy Office: 2287-6161 / 800INSContraloria / cservicios@grupoins-cr.com. This instance should solve in a term
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of ten (10) work days after the claim is presented. This instance exhausted the complaint may be filed with the General Insurance Superintendence to e-mail sugese@sugese.fi.cr or telephone 2243-5108 of the call center.  

To solve the discrepancies, the Courts of Justice of the Republic of Costa Rica shall be competent, or else, when so agreed by the parties, may be solved through the mechanisms established in the Law on Alternative Conflict Resolution and Promotion of Social Peace, at any of the centers established in the country created to address and control this type of processes.

W. COMUNICATIONS BETWEEN THE PARTIES  
The Insured and/or policyholder may communicate with the Instituto at any time at the Customer Service line 800-MEDICAL (800-633-4225) using WhatsApp number 8474-0050 or e-mail contactenos@ins-cr.com. The Instituto shall send the communications necessary to the electronic address reported by the Insured in the Insurance Offer.

Registry in SUGESE number P20-76-A01-959 dated 12 of november of 2021.

In case of any difference or interpretation between what is indicated in the general conditions in English, what is stated in the general conditions in Spanish shall prevail.