

**PARTICULAR CONDITIONS – INSURANCE STUDY PLUS**

For the Policy with number 07622000396-A, in which INTERMUNDIAL Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker, with this being signed between SERWISEGUR XXI CONSULTORES, S.L. and INSURER EUROPEA DE SEGUROS, S.A.

**TABLE OF BENEFITS****ASSISTANCE**

Medical expenses due to illness or accident .....	Unlimited
Emergency expenses abroad resulting from a worsening of a chronic or pre-existing illness.....	50.000 €
Psychological or psychiatric illness expenses:	
Duration of stay: less than 3 months .....	Not covered
Duration of stay: between 3 and 6 months .....	275 €
Duration of stay: more than 6 months. ....	550 €
Physiotherapy or chiropractor expenses:	
Duration of stay: less than 3 months .....	200 €
Duration of stay: between 3 and 6 months .....	200 €
Duration of stay: more than 6 months. ....	400 €
Emergency dental expenses:	
Duration of stay: less than 3 months .....	200 €
Duration of stay: between 3 and 6 months .....	400 €
Duration of stay: more than 6 months. ....	800 €
Emergency dental expenses due to accident.....	600 €
Compensation for disfigurement .....	17.000 €
Ambulance treatment expenses in relation to the treatment.....	Unlimited
Repatriation or medical transport of injured or sick persons .....	Unlimited
Repatriation or transportation of deceased insured party.....	Unlimited
Return ticket to host country (Duration stay: more than 6 months).....	Unlimited
Transfer of family member in event of hospitalization of insured party (for a period of longer than 5 days)	
Trip cost .....	Unlimited
Accommodation costs associated with the travelling family member (75 €/day) .....	750 €
Extension of insured party's stay due to medical prescription (75 €/day) .....	750 €
Early return due to death of a family member.....	Unlimited
Early return due to the hospitalisation of a family member .....	Unlimited
Insured expenses derived from carrying out the coronavirus diagnostic test (PCR).....	200 €
Extension of stay due to medical quarantine due to covid-19 (50€/day máx. 15 days).....	750 €

**BAGGAGE**

Theft and physical damages to luggages	
Theft and physical damages to luggages.....	2.800 €
Valuables. ....	480 €
Searching, locating and sending of lost luggage .....	Included
Delay in delivery of luggage checked (100 €/24 hours) .....	500 €

**DELAYS**

Delay in travel in the departure of the means of transport.....	300 €
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**ACCIDENTS**

Compensation for death in accident in a 24 hour journey .....	15.000 €
Compensation for permanent disability in accident in a 24 hour journey.....	85.000 €

**LIABILITY**

Private civil liability .....	1.000.000 €
Legal assistance expenses .....	50.000 €

**MAXIMUM CUMULATIVE AMOUNT**

**The maximum cumulative amount per claim is set at €5,000,000**

**In accordance with the foregoing, it is expressly noted that should several Insured Parties be affected on the grounds of the same claim, the maximum limit which can be compensated will be the established cumulative amount, so that if that amount is exceeded, it will be divided between the number of Insured Parties affected in order to determine their compensation.**

**PRIOR INFORMATION RECEIPT CONFIRMATION CLAUSE**

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific conditions, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

**SPECIAL CONDITIONS**

In the event of any difference, it is hereby expressly stated that these Special Conditions shall prevail over the General Terms and Specific Conditions of the Policy.

**1. ASSISTANCE:**

Assistance service available 24 hours a day offered by the INSURER to the INSURED PARTY.

All insured parties participating in sports activities, as stipulated below, are covered under the policy up to the limit established in the Specific Conditions:

**SPORTS ACTIVITIES:** For the purposes of this policy, sports, pursuant to their level of risk, shall be grouped, in each case, as shown below.

**Group A:** athletics, gym activities, cycle tourism, curling, hiking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, stand up paddle boarding, fishing, snowshoeing, segwaying, walking, snorkelling, trekking at an altitude of less than 2,000 m and any other similar sport.

**Group B:** mountain biking, small game hunting, cross-country skiing, jet skiing, snowmobiling, windsailing, paintballing, skating, canoeing, trekking on rope bridges, indoor rock climbing, 4x4 trails, survival in nature, surfing and windsurfing, zip wiring, trekking at an altitude of more than 2,000 m, sledging at ski resorts, mushing, equestrian tourism and any other similar sport.

**Group C:** white water rafting, airsofting, canyoning, diving and underwater activities at depths of less than 20 m, bouldering up to a height of 8 m, equestrianism, rock climbing, fencing, caving at depths of less than 150 m, water skiing, fly surfing, hydrobobbing, hydrospeeding, kitesurfing, other winter sports (skiing, snowboarding, etc.), canoeing, deep-water soloing up to a height of 8 m, quads, rafting, abseiling, bungee jumping and any other similar sport.

**Group D:** activities at heights of over 3,000 m, underwater activities at depths of over 20 m, martial arts, mountain climbing or aeronautical trips, big walling, bob-sleighting, boxing, resistance or speed racing, large game hunting, track cycling, road racing, cyclo-cross, wrestling, motorcycling, alpine climbing, classic climbing, solo climbing, ice climbing, sports schools and associations, cave diving, caving at depths of over 150 m, unexplored pothole caving, speedboating, luge, polo, rugby, mountain bike trials, skeleton and, in any case, professional sports.

**Under no circumstances does this policy cover activities in group D, or participation in official or private sports competitions, training, trials and stakes. For the purposes of this policy, "competition" shall be understood at all times as the sports activity undertaken as part of an event organised by a third party other than the POLICY HOLDER and/or the INSURED PARTY.**

The General Terms and Specific Conditions of this policy shall remain in force and subsist in full, unless they oppose these Special Conditions .

**GENERAL CONDITIONS****DEFINITIONS:**

In this contract, the following definitions are applicable:

**INSURER: COMPAÑÍA EUROPEA DE SEGUROS, S.A.**, with registered offices at Alcobendas (Madrid), Avda. de la Vega, 24, which assumes the risk agreed by contract; while the General Directorate of Insurance and Pension Funds ("Dirección General de Seguros y Fondo de Pensiones"), of the Ministry of Finance, is responsible for controlling and supervising the activity.

**INSURANCE POLICY-HOLDER:** The natural person or legal entity, which, together with the INSURER, signs this policy and which has to comply with the obligations that arise from it, except for those that, due to their nature, have to be complied with by the INSURED PARTY.

**INSURED PARTY:** All those persons who are indicated in the travel notification which the insurance Policy-Holder sends the Insurer, indicating the destination, commencement date and duration, and always prior to the commencement thereof.

**FAMILY MEMBERS:** Family members of the INSURED PARTY shall be considered to be his/her spouse, de fact spouse or person who as such lives permanently with the INSURED PARTY, his/her relatives of second or second degree of consanguinity (parents, children, siblings, grandparents and grandchildren), and also uncles and aunts, fathers and mothers in law, sons and daughters in law.

**ADDRESS OF INSURED PARTY:** That of his or her place of residence in Spain, except for policies contracted for incoming travel insurance, i.e. travelers coming to Spain.

**BENEFICIARY:** The natural person or legal entity, who, having been assigned by the Insured Party, is entitled to compensation. In the event of the death of the INSURED PARTY or should the beneficiary not have been expressly designated as such, the preferential and exclusive order of priority indicated as follows shall be applicable: 1-Spouse not legally separated at the date of death. 2-Offspring. 3-Parents. 4 Siblings. 5 Legal heirs.

**TRAVEL:** Travel shall be taken to be any journey made outside the normal place of residence of the INSURED PARTY, from the time he/she leaves the place of residence until he/she returns to the place of residence, when the journey is completed.

**INCOMING:** Any kind of journey where the destination is Spain, in which the Insured Party has its registered address abroad. For the purposes of provision of the guarantees and compensation limits outlined in each one of them, the address of the Insured Party is its normal place of residence in the different countries of origin, so that every time the word Spain appears, it shall be understood to be the country of origin of the Insured Party. Assistance cover shall only be valid outside a range of over 30 kilometers from the normal place of residence of the Insured Party, in his/her country of origin.

**LUGGAGE:** All the items of personal use carried by the Insured Party during the trip, and those shipped by any means of transport.

**VALUABLE ITEMS:** Valuable items are understood to be jewelry, watches, objects made out of noble materials, furs, paintings, art objects, silver and items made out of precious materials, unique objects, remote control models and accessories, rifles, shotguns, and their optical accessories, wheelchairs and medical equipment.

**FIRST LOSS INSURANCE:** This is the form of insurance whereby a certain amount is guaranteed until the point that the insured risk is covered, regardless of the total value, although therefore the proportional rule shall not be applicable.

**EXCESS:** The amount, percentage or any other item agreed in the Policy, payable by the INSURED PARTY, which will be deducted from the compensation payable by the INSURER in each claim.

**ILLNESS:** For the purposes of this policy, any alteration in health which may be medically confirmed.

**PRE-EXISTING CAUSE:** Fact which is known before the policy is signed or before each one of the journeys which may affect the guarantees of the policy.

**ACCIDENT:** Accident is taken to be the bodily injury caused by a violent, sudden, external cause, not intended by the Insured Party, which produces permanent or partial disability or death.

**PERMANENT DISABILITY:** Permanent disability is taken to be the organic or functional loss of limbs and of the faculties of the Insured Party, the intensity of which is described in these General Terms and Conditions, and when the Insured Party is not expected to recover according to the medical specialists appointed pursuant to applicable laws.

**EPIDEMIC:** Disease which is propagated at the same time and in a same country or region to a large number of people.

**PANDEMIC:** Epidemic disease which reaches phase 4 of the pandemic alert scale according to the WHO classification, due to having been propagated to at least two countries of a WHO region.

**PREMIUM:** The price of the insurance. It shall also contain all taxes applicable by law.

**INSURED SUM:** The amount indicated in the Specific and General Terms and Conditions, which constitutes the maximum limit of the compensation or reimbursement payable by the Insurer for all the incidents which could arise during the period the policy is in force.

**RULES WHICH REGULATE INSURANCE IN GENERAL****1. GEOGRAPHICAL SCOPE**

The guarantees of cover included in this insurance policy are valid worldwide, and are valid for a certain country and/or countries depending on the option indicated in the Specific Terms and Conditions.

For the purposes of this contract, all the countries which have shorelines along the Mediterranean Sea shall also be considered as if they were Europe: Morocco, Algeria, Tunisia, Libya, Egypt, Jordan, Israel, Palestine, Lebanon, Syria, Cyprus and Turkey.

Assistance cover shall only be valid outside a range of over 30 kilometers from the normal place of residence of the INSURED PARTY - except for the Balearic Isles and the Canary Islands, where it will be beyond the range of 15 kilometers.

**2. CONTRACT EFFECT AND DURATION**

Unless stipulated otherwise, the contract shall come into force as long as the INSURED PARTY, or the CONTRACTING POLICY-HOLDER, have paid receipt of the pertinent premium, at 00:00 of the day indicated in the Specific Terms and Conditions and shall finish at 24.00 on the day on which the stipulated time elapses.

Under the annual type, if, two months before expiry of the term of effectiveness, neither of the parties had notified the other by means in which acknowledgement were confirmed of its desire to terminate the contract, it shall be deemed extended for a further period of one year and so on successively.

### 3. CONTRACT TYPE

Floating Type: For journeys which have a cover period determined by the travel notifications carried out by the POLICY-HOLDER to the INSURER and no longer than 365 consecutive days (52 weeks).

### 4. EFFECT AND DURATION OF COVER

The guaranteed cover shall come into force on the day the journey begins and shall terminate on the completion of the aforesaid trip, in accordance with the travel conditions chosen and notified by the POLICY-HOLDER to the INSURER.

### 5. JOURNEYS TO RISK / WAR ZONES

The cover shall not include journeys to destinations for which the Ministry of Foreign Affairs of Spain has issued a recommendation not to travel there as they are geographical areas in which war, situations of armed conflict, revolution, uprisings, riots, acts of terrorism and similar circumstances, are known to prevail, or areas which may have been affected by extraordinary natural catastrophes or where hygienic-health conditions are prevalent which may jeopardize the health of the INSURED PARTY should he or she remain in that area.

If the INSURED PARTY is at his or her destination, the insurance cover shall be extended for a period of 14 days from the date that the Ministry of Foreign Affairs had made its warning. The INSURER will have to be informed during that period and the INSURED PARTY shall decide whether to abandon the area in question or to accept the issue of an extra part of his or her policy, which would establish new conditions of guaranteed cover, limits and premiums, in the criterion of the INSURER, which shall also be entitled to reject the cover.

### 6. INTERNATIONAL SANCTIONS AND EMBARGOS

Insurance cover, compensation payment or the provision of any service shall only be guaranteed providing they are not incompatible with economic, commercial or financial sanctions or embargoes which may have been enacted by the European Union or by Spain and which might be directly applicable to the parties to the agreement.

This shall also be applicable in the event of commercial, economic or financial sanctions and embargoes which may have been enacted by the United States of America in relation to Iran, North Korea and Syria, providing they are not incompatible with applicable laws of the European Union or Spain.

### 7. CANCELLATION OF POLICIES

Under the Floating Policy type, the insurance policy shall be automatically cancelled if 6 consecutive months were to elapse in which the POLICY-HOLDER did not notify the INSURER of any notification from insured persons.

### 8. PREMIUM PAYMENT

The premium, which includes the corresponding taxes, shall be payable by the POLICY-HOLDER on signing of the contract. The premium cannot be returned once any of the guarantees covered by the policy had taken effect.

In the case of floating policies, the INSURER shall regularly determine the premium to be paid by the POLICY-HOLDER in accordance with the insured persons notified by the latter, before the start of each journey, and in accordance with the tariff established in the Specific Terms and Conditions: It is essential that the Insured Parties be notified for the guaranteed cover to be applicable.

### 9. APPEALS AGAINST THIRD PARTIES

Except in the accidents cover, the INSURER shall be subrogated in the rights and actions corresponding to the INSURED PARTY against third parties who may have caused the INSURER to intervene and up to the total cost of the services rendered or incidents for which compensation is given.

### 10. RULING ON DISPUTES

Conflicts which could arise owing to the interpretation or application of this Contract, shall be dealt with by the responsible Judges and Courts corresponding to the address of the INSURED PARTY in Spain. If the address of the INSURED PARTY were not in Spain, then the jurisdiction applicable shall be the Courts of Madrid.

### 11. CLAIMS AND ASSISTANCE

#### 11.1 Obligations of the Insured Party.

a) As soon as the claim arises, the POLICY-HOLDER, the INSURED PARTY or the BENEFICIARIES, will have to use all the means which are at their disposal to mitigate the consequences of the claim.

b) The POLICY-HOLDER, the INSURED PARTY or its successors, will have to notify the INSURER that the claim has arisen, within a period of no longer than SEVEN days, COUNTING from the date on which it learns of the claim, and the INSURER shall be entitled to claim the damages caused by the failure to make this declaration unless it is proven that it learned of the claim by another means.

c) The INSURED PARTY must furnish any evidence which might be reasonably demanded, regarding the existence and value of the items at the time of the incident, and the importance of the damage.

d) The INSURED PARTY must immediately proceed to request the checking of the damages or disappearance of luggage by competent persons or authorities - Station Masters, qualified representative of airline, shipping and transport companies, Hotel Directors, etc. - and ensure that the circumstances and importance thereof are indicated in a document that will be sent to the INSURER.

e) The INSURED PARTY, and its beneficiaries, in relation to the guarantees of this policy, exempt the medical officers which may have assisted them due to the claim having arisen, from the duty of professional secrecy, in order for such officers to be able to provide medical information to the INSURER, and about health records in relation to the case, in order to correctly assess the claim. The INSURER shall not be entitled to make any use of the information obtained other than for the purpose indicated.

f) In the event of theft or robbery, the INSURED PARTY shall report the event to the Police or Authority of the location at once and shall justify this to the INSURER.

If the objects are recovered before the payment of compensation, the INSURED PARTY will take over ownership of said items and the INSURER shall only be entitled to pay for the damages suffered.

g) When making claims for delays, the INSURED PARTY will have to attach documents justifying that the event which has caused the claim has taken place.

h) In the event of a Civil Liability claim, the POLICY-HOLDER, the INSURED PARTY or its successors, should not accept, negotiate or reject any claim without the express authorization of the INSURER.

#### 11.2 Assistance to the Insured Party. Procedure.

i) The INSURED PARTY shall request assistance by telephone, and will have to indicate his/her name, the insurance policy number, his/her location, telephone number and description of the problem he/she is facing.

j) Telephone calls can be made on a reverse (collect) charge basis and in countries in which this were not possible, the INSURED PARTY shall be entitled to recover, on his/her return, the amount of the calls by submitting the receipts of the calls made.

k) The INSURER shall not be held responsible for delays or breaches due to force majeure or special administrative or political characteristics of a certain country. In any event, if the Company were not able to intervene directly, the INSURED PARTY shall be reimbursed upon his/her return to Spain, or if necessary, as soon as he/she reaches a country where the above circumstance is not applicable, for the expenses he/she might have incurred and which are guaranteed, upon submitting the pertinent receipts.

l) Medical and healthcare transport services will have to be carried out following an agreement by the physician who attends the INSURED PARTY using the medical team of the INSURER.

m) If the INSURED PARTY were entitled to a reimbursement of part of the ticket not used, by making use of the transport or repatriation guarantee, the aforesaid reimbursement would be payable back to the INSURER. As far as travelling expenses of insured persons are concerned, the INSURER is only held responsible for extra expenses required for the event which might be in excess of those initially indicated by the Insured Parties.

n) Compensation established in the aforesaid guarantees complement other services to which the INSURED PARTY is entitled, and the latter is obliged to take the necessary steps to recover these expenses from the entities obliged to payment and to compensate the INSURER for the amounts the latter may have advanced.

### 11.3 Appraisal of damages or disagreement concerning the assessment of the degree of invalidity.

o) The compensation of material damages shall be determined on the basis of the replacement value on the day of the claim, having deducted the depreciation for use.

p) If the parties agreed regarding the amount and the form of the compensation, the INSURER will have to pay the agreed sum. In the event of disagreement, the procedure followed shall be as set out in the Insurance Contract Act.

### 11.4 Compensation payment.

q) The compensation will be paid within twenty days following the date of the amicable agreement between the parties.

r) If the INSURER has not made any payment before this date, the INSURED PARTY shall not be entitled to claim interests for the preceding period.

s) In order to obtain payment in the event of death or permanent invalidity, the INSURED PARTY or the BENEFICIARIES will have to send the INSURER the justifying documents indicated as follows, as the case may be:

#### c.1. Death.

- Death certificate.
- Certificate from the General Registry of Last Wills and Testaments.
- Will, if the person has not died intestate.
- Certificate of the executor regarding whether the will sets out beneficiaries of the insurance policy.
- Document which evidences the personality of the beneficiaries and of the executor.
- If the beneficiaries were the legal heirs, then the Judicial Statement determining the Heirs of a Decedent issued by the pertinent Court shall also be necessary.
- Exemption letter regarding the Tax on inheritances or the settlement, if applicable, filled in by the competent Administrative Body.

#### c.2 Permanent Invalidity.

- Medical incapacity certificate indicating the type of invalidity which has been caused by the accident.

### 11.5 Rejection of claim.

If INSURED PARTY, with malicious intent, makes false declarations, exaggerates the amount of the damages, endeavors to destroy or get rid of items existing before the claim, dissimulates or removes all or part of the insured items, uses inexact documents as justification or uses fraudulent means, he/she shall forego his/her entitlement to any compensation for the claim.

## COVER

### 1. ASSISTANCE COVER

#### 1.1. Medical expenses due to illness or accident

The Insurer shall be held responsible, up to the limit set forth in the General Terms and Conditions, for the medical-surgical expenses prescribed or provided by a medical physician, and all the hospitalization, pharmaceutical and ambulance expenses which the Insured Party might need during the journey, as the result of the illness or accident occurring during the journey.

Dental medical and psychological assistance expenses shall be excluded from this cover.

In cases of life-threatening emergency due to an unforeseeable complication of a chronic or pre-existing illness, the expenses shall be paid up to the limit indicated in the Specific Terms and Conditions, until a point of stabilization is reached whereupon the Insured Party may continue the journey or the patient be transferred to his/her normal place of residence or the nearest hospital to such residence, according to the conditions set forth in the Repatriation cover.

Medical or pharmaceutical expenses below 10 euros shall not be covered.

#### 1.2. Psychological or psychiatric illness expenses

The Insurer shall cover the expenses, up to the limit indicated in the Specific Terms and Conditions, in accordance with the duration of the contracted insurance, of the cost of treating psychological / psychiatric illnesses received by the Insured Party, when it has been prescribed by a physician, during the journey, as the result of an illness or accident occurring during the journey.

In cases of life-threatening emergency due to an unforeseeable complication of a chronic or pre-existing illness, the expenses shall be paid up to the limit indicated in the Specific Terms and Conditions, until a point of stabilization is reached whereupon the Insured Party may continue the journey or the patient be transferred to his/her normal place of residence or the nearest hospital to such residence, according to the conditions set forth in the Repatriation cover.

#### 1.3. Physiotherapy or chiropractor expenses

The Insurer shall cover the expenses, up to the limit indicated in the Specific Terms and Conditions, in accordance with the duration of the contracted insurance, of the cost of treating chiropractics / physiotherapy treatment received by the Insured Party after prescription by a practitioner who is not a chiropractor / physiotherapist, during the journey, as the result of an illness or accident occurring during the journey.

In cases of life-threatening emergency due to an unforeseeable complication of a chronic or pre-existing illness, the expenses shall be paid up to the limit indicated in the Specific Terms and Conditions, until a point of stabilization is reached whereupon the Insured Party may con-

tinue the journey or the patient be transferred to his/her normal place of residence or the nearest hospital to such residence, according to the conditions set forth in the Repatriation cover.

#### **1.4. Emergency dental expenses**

The Insurer shall bear the expenses, up to the limit indicated in the Specific Terms and Conditions, according to the duration of the insurance contracted, of the treatment received by the Insured Party for the relief of pain relating to a gum or tooth infection or abscess, during the journey and occurring during that same journey, and which might necessitate urgent treatment to mitigate the pain.

#### **1.5. Emergency dental expenses due to accident**

The Insurer shall bear the expenses, up to the limit indicated in the Specific Terms and Conditions, according to the duration of the insurance contracted, of the emergency services provided by a dentist/orthodontist to the Insured Party for the treatment of his/her natural tooth which might be needed due to an accidental blow to the mouth occurring during the journey, as the result of an accident occurring during that same journey, and which might necessitate urgent treatment to mitigate the pain.

It is expressly to be noted that the following is excluded:

- Broken or chipped teeth, fillings/amalgams which have come loose or been lost while eating, chewing or biting shall not be considered, at any time, to be an accident or the result of an accident under the terms of this policy.

- Crowns and orthodontic treatment

#### **1.6. Compensation for disfigurement**

The Insurer shall compensate the Insured Party up to the limit indicated in the Specific Terms and Conditions as a result of unsightly scars suffered by the Insured Party during the journey, as the result of an accident occurring during the aforesaid journey. The amount of the disfigurement compensation, up to the aforementioned limit, shall be determined according to the evaluation of an expert doctor designated by the Insurer. The disfigurement shall be evaluated when the injury has had time to settle and to consolidate using a medical study.

Unsightly scars guaranteed by this cover cannot be considered as invalidity, nor, under any circumstances, shall they limit the capacities of the Insured Party to work, eat, etc., as these types of injuries are the object of another cover.

#### **1.7. Ambulance treatment expenses in relation to the treatment**

The Insurer shall bear the expenses arising from healthcare/medical transport by ambulance within the borders of the host country where the Insured Party will receive healthcare, provided the patient is unable to travel by his or her own means because of his/her pathology.

#### **1.8. Repatriation or medical transportation of injured or sick persons**

In the event of an accident or illness occurring to the Insured Party during the journey, as the result of an accident occurring during the aforesaid journey, the Insurer shall bear the expenses of transport to the hospital center which is equipped with the necessary facilities, or up to the insured party's normal place of residence.

Furthermore, the medical team of the Insurer which is in contact with the medical physician treating the Insured Party shall supervise that the attention provided is adequate.

The means of transport used in each case shall be decided by the medical team of the Insurer depending on the nature and seriousness of the emergency in question. When the patient is in a hospital equipped with adequate infrastructure so as to be able to satisfactorily attend to the medical problem faced by the Insured Party, his or her repatriation or medical transport may be postponed for the period of time which is necessary in order to overcome the seriousness of the problem, in order to be able to transfer the Insured Party under better medical conditions.

#### **1.9. Repatriation or transportation of deceased Insured Party**

In the event of the death of an Insured Party during the journey, as the result of an accident occurring during the aforesaid journey, the Insurer shall organize the transfer of the body up to the place of interment in his/her country of origin and shall bear the expenses thereof. The aforesaid expenses shall be taken to include post-mortem treatment expenses in accordance with legal requirements and for the return to the residence of the deceased person of two companions to accompany the corpse to the place of interment.

Interment and ceremony expenses shall not be included.

#### **1.10. Early return due to death of family member**

If any of the Insured Parties had to suspend his or her journey due to the death of his/her spouse, de facto spouse (registered as such in an official registry), ascendants or descendants of the first or second degree of consanguinity (parents, offspring, grandparents or grandchildren) or sibling, brother or sister in law, the Insurer shall bear the transport expenses by plane (economy class) or by train (first class), from the place in which the deceased person is located to the place of interment in the country of origin.

#### **1.11. Early return due to hospitalization of family member**

If any of the Insured Parties had to suspend his or her journey due to the hospitalization of his/her spouse, common law partner (registered as such in an official registry), ascendants or descendants of the first degree or second degree of consanguinity (parents, offspring, grandparents or grandchildren) or sibling, brother or sister in law, as the result of an accident or a serious illness where the patient would be expected to be hospitalized for at least 5 days, and this event has occurred after the journey start date, the Insurer shall bear the transport expenses by plane (economy class) or by train (first class), from the place in which the deceased person is located to the place of interment in the country of origin.

#### **1.12. Return Ticket to the Host Country**

The Insurer shall bear the cost of the return ticket by plane (economy class) or by train (1st class), to the host country (place of accommodation, if due to the accidental death, death or illness which jeopardizes the life of a parent, sibling or de facto or actual official spouse, which may have been diagnosed after his or her arrival at the host country if and only if the Insured Party still has 30 days remaining before his or her original scheduled return, or if fewer days remained until his or her return but he or she needed to return to the host country to carry out an necessary exam for his or her future studies.

This cover is only granted to participants matriculated in an academic studies program which lasts at least 6 months.

#### **1.13. Transfer of family member in event of hospitalization of Insured party**

If in light of the condition of the ill or injured Insured Party he/she is expected to require to be hospitalized for a period of longer than five days, the Insurer shall provide a family member of the Insured Party, or the person designated by the latter, with a return ticket by plane (economy class) or train (1st class), in order for this person to be able to accompany the Insured Party.

The Insurer shall also pay the accommodation expenses of the accompanying person transferred, or, instead, the accommodation expenses of the person who is travelling in the company of the Insured Party and upon submission of the pertinent receipts, up to the limit set out in the Specific Terms and Conditions.

#### **1.14. Extension of insured party's stay due to medical prescription**

The Insurer shall bear the expenses for the extension of the Insured Party's hotel or accommodation due to medical prescription, with the agreement of the medical team, up to the amounts indicated in the specific terms and conditions.

#### **1.15 Covid-19 diagnosis pcr test cost**

Should the INSURED PARTY, **while travelling**, present symptoms **compatible with those of COVID-19 infection and a doctor prescribes a CDT**, the INSURER shall reimburse the INSURED PARTY for the cost of the test **provided that it is accounted for with the invoice for the test's purchase and the invoice from the hospital**.

**Cases where the test cannot be carried out, as it is not available where the INSURED PARTY is, are excluded.**

#### **1.16 Extended stay due to covid-19-related medical quarantine**

If the INSURED PARTY is **unable to return** to their usual place of residence because they are in **quarantine as they have fallen ill with the COVID-19** in their destination accommodation, the INSURER shall pay the extended-stay expenses incurred from the extended stay, **up to the daily limit and for the maximum period stated under the Policy's Particular Terms and Conditions**. **This guarantee shall not apply if the main purpose of the trip is a cruise.**

## **2. LUGGAGE GUARANTEES**

### **2.1. Theft and physical damages to luggage.**

The compensation for damages and material losses to the Insured Party's luggage or personal items in the event of theft (defined as robbery by violence or personal intimidation or use of force), total or partial loss due to the transportation company or damages as a result of fire or aggression, occurring during the course of the journey, is guaranteed up to the limit established in the Specific Terms and Conditions. All the personal items carried by the Insured Party during the journey, and those issued by any means of transport (not including items which have been rented, lent or which have been entrusted thereto).

Mobile telephones and their accessories, cameras and photographic and video accessories, radios, equipment for recording and reproducing sound and images, and the accessories thereof, all types of computer equipment, are covered up to 50% of the insured sum.

This compensation shall also be in excess of that received from the transport company and shall be on a complementary basis. In order to be able to receive payment of this compensation, it will be necessary to submit the pertinent receipt of the transport company, and the detailed list of the luggage and of its estimated value.

Theft without violence or intimidation and simple loss due to the Insured Party per se are not included.

In order for this cover to be made effective in the event of theft, it will be necessary to previously submit the report to the pertinent authorities.

Management and processing costs which are properly justified, caused by the replacement which the Insured Party may need to make due to the loss of theft of travelling documents, credit cards, travel and fuel cards, transport tickets, passports or visas, which might occur during the journey and stays, shall be guaranteed (up to the limit established in the Specific Terms and Conditions). Damages arising from the loss or theft of the aforesaid objects or of their improper use by third persons are not covered by this insurance policy, and thus no compensation shall be offered for them.

### **2.2. Searching, location and sending of lost luggage.**

In the event of loss of luggage in regular flights, the Insurer shall intermediate using all the means at its disposal to locate such luggage, and shall inform the Insured Party of any new developments concerning the matter and, as the case may be, shall ensure it reaches the beneficiary without any charge whatsoever for the latter.

### **2.3. Delay in delivery of luggage checked in**

The Insurer shall bear the expense up to the limit established in the specific terms and conditions, on submittal of the pertinent receipts, for the purchase of essential items, caused by a delay of 24 hours or longer in delivery of the checked-in luggage. Under no circumstances shall this compensation be added to the compensation from the guarantee for "Robbery and material damages to luggage".

If the delay occurs on the return leg of the journey, it will only be covered if the delivery of the luggage is delayed by over 48 hours since the arrival time.

For this guarantee to be granted, the Insured Party will have to submit to the Insurer the document of proof specifying that the delay took place and its duration, issued by the carrier company.

Social conflict events such as strikes, sit-downs, etc., are not included.

## **3. TRAVEL DELAY GUARANTEES**

### **3.1. Delay in travel in the departure of the means of transport.**

When the departure of the means of public transport chosen by the Insured Party is delayed, by at least 6 hours, the Insurer shall reimburse the Insured Party, once it submits the pertinent receipts and invoices, for additional hotel, maintenance and transport expenses, up to the limit established in the Specific Terms and Conditions.

In order to process the payment, it will be necessary to submit the receipts issued by the Company responsible for the public transport, evidencing the delay. This compensation will be made provided it has not been covered by the carrier Company.

It does not include expenses incurred in a different place from the place in which the delay occurred. This guarantee shall not cover cancellations in departures of the means of transport, in other words, not performing the journey using the planned means of transport and in which at least one seat had been reserved.

This guarantee shall not include delays occurring in charter and non-regular flights.

Social conflict events, such as strikes, sit-downs, etc., are not included.

**4. ACCIDENT DURING JOURNEY GUARANTEES**

**This policy does not cover anyone aged 70 or over.**

**Children under 14 years old will be covered only in the event of death up to €3,000 or up to the limit set in the Special conditions if lower, for burial expenses. In case of permanent disability children will be covered up to the amount set in the Special conditions.**

**4.1. Compensation for death in accident in 24 hour journey**

The Insurer guarantees, up to the limit indicated in the Specific Terms and Conditions, the payment of compensation which may be applicable in the event of death and invalidity, due to accidents occurring to the Insured Party during travel and accommodation outside his or her normal place of residence.

Accidents which might occur to the Insured Party shall be covered when travelling as a passenger in an air transport company, which will have to be duly authorized provided that the aircraft is piloted by staff with a pilot's license which is valid and conforms to regulations and (I) either the aircraft is on a regular or charter flight between airports which are prepared for passenger transport, or (II) the aircraft is parked on the landing strips or runways of the aforesaid airports, or (III) the aircraft is carrying out any type of maneuver therein.

The insurance cover shall not include persons who are travelling in private aircraft, rented aircraft, or one-engine aircraft (be it by propeller, turbo-propeller, reaction, etc.).

If as the result of an accident covered by the policy, the Insured Party were to die immediately or within the period of one year from the accident date, the Company shall pay the insured sum set out in these Terms and Conditions.

If after the payment of compensation for permanent invalidity, the Insured Party were to die, as a result of the same claim, the Insurer shall pay the difference between the amount paid for invalidity and the sum insured in the event of death, when the latter sum were higher.

Legal minors of younger than 14 years old shall not be insured against risk of Death.

**4.2. Compensation for permanent invalidity for accident in a 24 hour journey**

If as the result of an accident covered by the policy, the Insured Party's condition were to become Absolute Permanent Invalidity, immediately or within the period of one year from the accident date, the Company shall pay the insured sum set out in these Terms and Conditions.

For the purposes of this guarantee, the following terms are deemed to have the following meanings:

**Absolute Permanent Invalidity**

The situation in which the Insured Party is completely incapacitated and so is unable to carry out any profession or trade.

**Partial Permanent Invalidity**

In this case, the Company shall pay the percentages of the insured sum specified in the Special Terms and Conditions of the policy, in accordance with the following scale:

**Partial Invalidity Scale**

b.1 Loss or inability to use both arms or both hands, or one arm and one leg, or of a hand or of a foot, or of both feet, absolute blindness, complete paralysis, or any other injury which might incapacitate the Insured Party for carrying out any kind of work: 100%

b.2 Loss or absolute inability:

- Of an arm or a hand: 60%
- Of a leg or of a foot: 50%
- Complete deafness. 40%
- Of the movement of a thumb or of an index finger: 40%
- Loss of sight in one eye: 30%
- Loss of thumb in one hand: 20%
- Loss of index finger in one hand: 15%
- Deafness in one ear: 10%
- Loss of any finger: 5%

In addition to the above scale, the following rules shall also be applicable:

- When there are several types of invalidity arising from the same accident, their percentages will be added together until reaching a maximum of 100% of the insured sum for this guarantee.
- The sum of percentages for partial invalidity, in the same limb or organ, cannot be higher than the % stipulated for the loss thereof.
- States of invalidity indicated in this Table shall receive compensation by analogy.
- If the Insured Party proves that he/she is left-handed, the % stipulated will be inverted.
- Partial limitations and losses shall receive compensation in proportion with the absolute functional loss of the affected member.
- If a limb or organ had suffered amputations or functional limitations prior to the accident, the compensation will be the difference between the pre-existing invalidity and that which arises after the accident.

**INSURANCE COMPENSATION BOARD CLAUSE FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE.**

Pursuant to the provisions of the revised text on the Legal Statute of the Insurance Compensation Board, approved by Royal Legislative Decree 7/2004, of 29 October, and modified by Act 12/2006, of 16 May, the Policy-Holder of an insurance contract of the type which includes a compulsory surcharge in favor of the said Public Entity, is entitled to take out cover against extraordinary risks with any insuring Entity which responds to the conditions required under current legislation.

The compensation arising from claims produced by extraordinary events occurring in Spain and which affect the risks situated therein, as well as those occurring abroad when the Insured Party normally resides in Spain, will be paid by the Insurance Compensation Board once the Policy-Holder, in turn, has paid the corresponding surcharges and when any of the following situations arise:

- a) That the extraordinary risk covered by the Insurance Compensation Board is not covered by the insurance policy contracted with the insuring Entity.
- b) That, even if it is covered by the said insurance policy, the obligations of the insurance company may not be fulfilled because it has been declared legally bankrupt or is subject to winding-up proceedings or proceedings assumed by the Insurance Compensation Board.

The Insurance Compensation Board will adapt its activities taking into account the provisions of the aforesaid Act, the Insurance Contracts Act 50/1980, of 8 October, and the Regulations in respect of extraordinary risks as approved by Royal Decree 300/2004, of 20 February, together with its complimentary provisions.

## SUMMARY OF LEGAL STANDARDS

### 1. Cover in respect of extraordinary events.

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including sea surges), volcanic eruptions, exceptional cyclonic storms (including extraordinary winds with gusts exceeding 135 kph and tornadoes) and falls by meteorites.
- b) Those occurring violently as a result of terrorism, rebellion, insurrection, riot and civil commotion.
- c) Deeds or acts of the Armed Forces or of the Security Forces and Corps in peacetime.

### 2. Excluded risks.

- a) Those which do not give rise to compensation pursuant to the Insurance Contract Act.
- b) Those caused to insured persons under an insurance contract other than those where a surcharge in favor of the Insurance Compensation Board is compulsory.
- c) Those caused by armed conflicts even though war has not been officially declared.
- d) Those derived from nuclear energy, without prejudice to the provisions of Act 25/1964, of 29 April, on nuclear energy.
- e) Those caused by natural phenomena other than those indicated in Section 1 of the Regulation on Extraordinary Risks Insurance, and in particular, those caused by rising of the water table level, landslides, ground heave or subsidence, rock falls and similar phenomena, unless where these were evidently caused by the action of rain water which, in turn, would have provoked a situation of extraordinary flooding to the area and which occurs at the same time as the said flooding.
- f) Those caused by riotous acts arising in the course of meetings and demonstrations carried out in accordance with the provisions of the Constitutional Act 9/1983, of 15 July, regulating the rights of meeting, as well as during the course of legal strikes, except where the said actions may be classified as extraordinary events in accordance with Article 1 of the Regulation on Extraordinary Risks Insurance.
- g) Those caused due to the bad faith of the Insured Party.
- h) Those corresponding to claims arising before payment of the first premium or when, pursuant to the provisions of the Insurance Contract Act, the cover of the Insurance Compensation Board is suspended or the insurance is terminated because of failure to pay the premiums.
- i) The claims which, due to their size and severity are classified by the Government of the Nation as a "catastrophe or national disaster".

### 3. Extension of the cover.

The cover for extraordinary risks will extend to the same persons and sums insured that have been established in the policy in respect of the ordinary risks.

In accordance with the provisions of the contract, and in agreement with the regulating standards for private insurance, in life insurance policies that generate a mathematical provision, the cover of the Insurance Compensation Board will relate to the risk capital for each insured party, that is to say, to the difference between the sum insured and the mathematical provision, that, following the said standards, the insurance company which has issued the policy should have established. The amount corresponding to the said mathematical provision will be paid by the foregoing insuring entity.

## ACTION PROCEDURE IN THE EVENT OF CLAIM

### WHICH MAY RECEIVE COMPENSATION FROM THE INSURANCE COMPENSATION BOARD.

In the event of a claim, the Insured Party, Policy-Holder, beneficiary or their respective legal representatives, directly or via the insuring Entity or insurance broker, must communicate, within a period of seven days from having knowledge of the same, the occurrence of the claim, to the corresponding regional Branch of the Board, according to the place where the claim took place. The notification is presented using the format agreed for this purpose, which is available on the web page of the Consortium ([www.consorseguros.es](http://www.consorseguros.es)) or at their offices or at the offices of the insurance company, to which the necessary documentation must be attached according to the nature of the injuries.

In the event of any doubt that may arise in respect of the procedure to be followed, the Insured Party may contact the Insurance Compensation Board at the following telephone number: 902 222 665.

## 5. CIVIL LIABILITY GUARANTEES

### 5.1. Private Civil liability.

The Insurer shall bear the cost, up to the limit set out in the Special Terms and Conditions, of the financial compensation, which without constituting a personal or complementary sanction of civil liability, may be required of the Insured Party pursuant to Articles 1,902 to 1,910 of the Civil Code, or similar provisions set forth in foreign laws, which the Insured Party might be obliged to satisfy, as the party which has civil liability for the bodily or material damages caused involuntarily to third parties in their persons, animals or items.

This includes the payment of legal expenses and costs, and the establishing of financial bonds or bail required of the Insured Party, referring to Legal Expenses up to the limit established in the Specific Terms and Conditions.

The first 200 euros of each claim shall be borne by the Insured Party.

Under no circumstances is it considered to be a legal defense insurance policy, but instead it is a cover which complements travel assistance.

**Obligations of the Insured Party:**

In the event of a Civil Liability claim, the Policy-Holder, the Insured Party or its successors, should not accept, negotiate or reject any claim without the express authorization of the INSURER.

5.2. Legal Assistance Expenses

The Insurer bears the expense, up to the limit established in the Specific Terms and Conditions, of the costs of defending the Insured Party incurred as a defendant in litigation wherein its liability may be compromised in respect of third parties (Guarantee 5.1).

If the Insured Party needed to hire a lawyer for his/her legal defense outside his or her normal country of residence or nationality, then providing the facts he or she are charged with are not considered criminally punishable in the laws of the country where he/she is located, then the Insurer shall reimburse the fees of his/her lawyer up to the limit indicated above.

Facts relating to the Insured Party's professional activity, the use or custody of a motor-driven vehicle and the contractual responsibilities taken on by the Insured Party are formally excluded from the application of this guarantee. The Insured Party undertakes to send the Insurer the documents evidencing the fees of his/her lawyer as quickly as possible.

The first 200 euros of each claim shall be borne by the Insured Party.

Under no circumstances is it considered to be a legal defense insurance policy, but instead it is a cover which complements travel assistance.

**Obligations of the Insured Party**

In the event of a Civil Liability claim, the Policy-Holder, the Insured Party or its successors, should not accept, negotiate or reject any claim without the express authorization of the Insurer.

**MAXIMUM CUMULATIVE AMOUNT**

**The maximum cumulative amount per claim is set at €5,000,000**

**In accordance with the foregoing, it is expressly noted that should several Insured Parties be affected on the grounds of the same claim, the maximum limit which can be compensated will be the established cumulative amount, so that if that amount is exceeded, it will be divided between the number of Insured Parties affected in order to determine their compensation.**

**GENERAL EXCLUSIONS TO THE POLICY**

It is expressly to be noted that the following is excluded for all guarantees:

1. Claims which occur as the result of any of the following causes:

- a) If the claim refers to an illness which the Insured Party was aware of prior to taking out the policy, unless it is an unexpected worsening of said illness covered in the guarantee.
- b) If the Insured Party decides to travel disregarding the recommendations of a physician and the claim concerns this guarantee.
- c) If the Insured Party travels with the aim of receiving medical treatment and the claim concerns this guarantee.
- d) If the Insured Party is on the waiting list of a hospital or is awaiting the results of medical tests or research and the claim concerns this guarantee.
- e) If the Insured Party has been issued a terminal prognosis and the claim concerns this guarantee.
- f) If the Insured Party suffers or has suffered from anxiety, stress, depression or any other psychological or psychiatric disorder when taking out the insurance policy and the claim concerns this guarantee.
- g) If the Insured Party is pregnant and the likely date for the birth of the child is prior to the twelve weeks before the end of the booked journey (or sixteen weeks for multiple pregnancies) and the claim concerns this guarantee.

2. Any claim arising from a War, civil war, invasion, uprising, revolution, use of military power or usurping of governmental or military powers.

3. Any claim relating to the loss or damage caused directly or indirectly by a Government, public or local authority legally expropriated or whose assets are damaged.

4. Any claim arising from civil conflict, strikes or disturbances of any kind.

5. Loss and damage of any asset, expense or liability arising from:

- a) Ionizing radiation or radioactive pollution by any nuclear fuel or any nuclear waste deriving from nuclear combustion;
- b) Radioactive, toxic, explosive or dangerous properties of any explosive nuclear equipment or any part thereof.

6. If the Insured Party has another insurance policy which covers the same risks as the present one, it shall have to inform the Insurer, which shall be entitled to share the risk and to claim the proportional part which might correspond to other insurers.

7. Loss, destruction or damage directly caused by pressure waves deriving from any aircraft or any other flying object which travels at the speed of sound or above that speed.

8. Any claim arising from the Insured Party's being within, or entering, or leaving, an aircraft except as a passenger holding a ticket in an aircraft fully enabled for passenger transport.

9. Any claim deriving from the use of a two-wheeled vehicle of over 50cc.
10. Any other loss relating to a claim made by the Insured Party unless we offer cover for it in the framework of this policy.
11. Any claim arising from the fact that the travel operator, airline or other company, company or person becomes insolvent, or is unable or does not wish to comply with any part of its obligations towards the Insured Party.
12. Any claim arising from the fact that the Insured Party has been involved in a fraudulent, illegal or criminal act.
13. Races of any type (except on foot and those performed as an amateur in covered activities).
14. Snow sports
15. Accidents or injuries arising from taking part in high risk or violent sports, such as the following (merely listed as a guideline, the list is not intended to be exhaustive): diving with aqualungs, horse jumping, hang-gliding ??, off-piste skiing or snowboarding or doing so off the platforms of the ski stations, mountain climbing, hunting, use of firearms or air/spring-fired weapons, parachuting, ice hockey, boxing and martial arts, surfing, bungee jumping, etc.
16. Any claim arising from tournaments, or championships, or officially organized practices or training for these events.
17. Any claim arising from (i) suicide or attempted suicide by the Insured Party, or (ii) self-inflicted injuries carried out by the Insured Party or endangering of the Insured Party's life (unless he or she is trying to save a human life).
18. Any claim arising from the fact that the Insured Party is acting under the influence of alcohol or drugs, or in relation to their use, unless they are prescribed by a physician.

#### **SPECIFIC EXCLUSIONS FROM ASSISTANCE COVER**

It is expressly to be noted that the following is excluded:

1. Expenses relating to treatment or surgery carried out over 12 months following the date of the incident claimed by the Insured Party.
2. Any treatment or medication of any kind received by the Insured Party following his or her return to his/her country of origin.
3. With the exception of what is indicated in the cover herein, illnesses or injuries which are produced as the result of chronic ailments which already existed before the journey, as well as complications and relapses.
4. Expenses relating to accidents or illnesses caused due to exercising a manual profession.
5. Preventive or routine medical, dental and ocular examinations.
6. Physical examination for sports.
7. Vaccines and immunizations (for example, anti-tuberculosis vaccines demanded by the school, X rays) and their consequences.
8. Medicines which were not prescribed by a physician.
9. Acne (unless it is treated with antibiotics).
10. Medical treatment mainly for cosmetic reasons (for example, removal of verrucas, scars, spots, etc.).
11. Pregnancy or birth when the estimated birth date is within twelve weeks of the journey being completed (or sixteen in the case of multiple pregnancies).
12. Birth
13. Regular, preventive or pediatric medical check-up expenses.
14. Any other additional expense after the date on which, according to the opinion of the Insurer's medical advisers, the Insured Party is fit to return to his or her country of origin.
15. Any medical treatment of any kind which might take place following the date on which the Insured Party has rejected the repatriation offer when in the opinion of the Company's medical advisers he or she is fit to travel.
16. Treatments relating to or resulting from epilepsy, malaria, hepatitis C, HIV, AIDS, or sexually transmitted diseases.
17. Treatments relating to eating disorders, such as, but not limited to, anorexia, bulimia, etc.
18. Any treatment or surgery which the Insurer does not consider to be immediately necessary and which can wait until the Insured Party returns to his or her normal place of residence. The decision of the Insurer is final and binding.
19. Additional expenses for accommodation in an individual or private room unless it is necessary for medical reasons.
20. Any treatment or medication of any kind received by the Insured Party following his or her return to his/her place of residence.
21. Spectacles, contact lenses, artificial limbs and prostheses.

#### **SPECIFIC EXCLUSIONS FROM ASSISTANCE COVER**

It is expressly to be noted that the following is excluded:

1. The breakage of fragile items (including porcelain, glass, sculptures or video equipment) or sporting equipment while it is being used unless they are transported by a transport company and are damaged by a fire or other accident in a ship, aircraft or vehicle in which they are transported.
2. Documents, identity cards, credit cards, magnetic cards, transport tickets, money in cash, bills and/or treasury notes and keys.
3. The theft, loss or damage of bicycles, motorized vehicles, marine equipment and ships and snow sports equipment, unless that type of cover has been taken out.
4. The theft, loss or damage or orthodontic prostheses, dentures, contact lenses, spectacles, sunglasses, crutches or hearing aids.
5. Wear and tear, loss of value, electrical or mechanical failure or damage caused by any cleaning, repair or restoration process or the damage caused by leaking of powders or fluids transported within the luggage of the Insured Party.

6. Insufficiencies due to errors or negligence.
7. Any loss or theft which you fail to report to the police within 24 hours of finding out about it and for which you do not obtain any written acknowledgement.
8. Delay in or detention of your belongings due to be legally retained by a customs official.
9. Money in cash.
10. Objects left unattended in a public place.
11. Any loss, theft or damage of articles transported in a rack on the roof of a vehicle.
12. The theft, loss or damage to the luggage or personal items during a journey unless the transport company is informed accordingly and the pertinent irregularity report is obtained at the time of the loss.
13. Damage caused to suitcases, bags or similar items unless you cannot use the damaged item in the usual way.
14. The loss or theft of personal items or luggage while it is not under your control and while it is under the control of another party which is not an airline or a transport company.
15. Money held by minors below the age of 16 years.
16. The loss of your passport if you do not report its loss to the Consular Representative of your country within 24 hours of discovering its loss and obtain a report which confirms the date of the loss and the date on which you obtained a replacement passport.
17. Travelers' cheques when the issue will replace the losses without charge (except for a service charge).

**EXCLUSIONS OF COVER IN TRAVEL ACCIDENT**

It is expressly to be noted that the following is excluded:

1. Accidents or illnesses prior to the policy.
2. Any accident or illness which is intentionally caused by the Insured Party, suicide or self-inflicted wound.
3. Heart attack.
4. Accidents or illnesses caused by treatments which have not been prescribed by a physician.
5. The Insured Party's active participation in criminal activity and his or her resistance when arrested. Any reckless behavior or serious negligence by the Insured Party which is clearly dangerous.
6. As a professional, any sporting practice, and, unless expressly agreed otherwise, as an amateur, mountain skiing and/or water-skiing, climbing, boxing, diving with aqualung, polo, horseriding competitions, hunting and any sport which might imply airborne risk.
7. Unless expressly agreed otherwise, and exclusively in individual policies, riding or use of motorcycles of over 125c.c.
8. Declared or undeclared war, civil uprisings, rebellions, kidnapping, martial law or quarantine and the proclamation thereof.
9. Earthquakes, floods, volcanic eruptions or hurricanes.
10. Radiation of effects of nuclear energy.
11. Any accident which might take place when the Insured Party is under the influence of alcoholic beverages, drugs, narcotics, psychotropic drugs, stimulants and other similar substances. In order to determine the aforesaid influence, regardless of the type of accident in question, the limits established by applicable laws regarding the driving of motorized vehicles and road safety at the time the accident occurs, shall be taken into account.
12. Human Immunodeficiency Virus (HIV) or any other form of the Acquired Immune Deficiency Syndrome (AIDS).

Exclusions from sections 8 and 9 are understood to be without prejudice to the cover granted by the Insurance Compensation Board referred to in Article 20 of the General Terms and Conditions of the policy.

**EXCLUSIONS OF COVER IN CIVIL LIABILITY**

It is expressly to be noted that the following is excluded:

1. Any disadvantage which might arise due to an injury, or loss, or damage to assets:
  - a) Belonging to the Insured Party, to a member of his or her family or household, or to a person employed by the Insured Party.
  - b) Under the care, custody or control of the Insured Party, or of his or her family or household, or of a person employed by the Insured Party.
2. Any disadvantage, injury, loss or damage:
  - a) Towards employees or members of the family or household of the Insured Party or a person employed by the Insured Party.
  - b) Deriving from or relating to the trade, profession or activity of the Insured Party.
  - c) Deriving from a contract which may have been entered into by the Insured Party;
  - d) Deriving from the ownership, possession, use or residence of the Insured Party in any terrain or constructions unless temporarily for the purposes of the journey.
3. Any claim about which the Insurer or the legal representatives of the Insurer consider that an action will not be successful or if the Insurer considers that the costs of bringing the action would outweigh the legal compensation which might be obtained.
4. The expenses of any claim brought against the Insurer, against its agents or representatives or against any travel operator, provider of accommodation, transport company or other person with which the journey with which it has travelled or has organized its journey.
5. Expenses which are based directly or indirectly on the amount of the legal compensation.

6. Expenses for following up a claim for bodily damages, loss or damage caused by or relating to its trade, profession or activity, in the framework of any contract or deriving from its possession, use or residence on any land or buildings.
7. Any claim deriving from the ownership, possession or use by the Insured Party of mechanically-driven vehicles, ships or aircraft of any kind, animals, firearms or weapons.
8. Any claim deriving from a criminal or fraudulent action.
9. Any claim deriving from litigation/legal action between the Insured Party and the Policy-Holder, both in his/her own country and in the host country. Mental or psychological damages.
10. Professional Civil Liability.
11. The provision of services or carrying out of works, such as projects, resolutions, interventions, advisory services or others which are commonly associated with medical professionals.
12. Asbestosis or other illnesses caused by or aggravated by asbestos or objects or substances which might contain it.
13. Damages deriving from the use and circulation of motorized vehicles or of towed elements or elements built-in to such vehicles.
14. Damages caused by any artefact, marine vessel or aircraft used for aquatic or aerial navigation or lift/clearance. Suspension of air traffic.
15. Economic losses which do not derive directly from a Material or Personal Damage suffered by the Third Party which claims for such losses
16. Theft, robbery and misappropriation, and attempting to do such things.
17. Contracting or being infected with any infectious or contagious disease (for example, AIDS, Legionnaires' disease, etc.)
18. Mental or psychological damages.
19. This policy shall not include any kind of personal damages attributable to or in any way relating to electromagnetic fields and/or issuing of radiation by mobile telephones, telecommunications towers or base (repeating) stations, hands-free device or wireless technology equipment and/or aerials of any kind, whether or not they are used through hands-free or earphone systems or similar devices"
20. What are known as "Punitive and exemplary damages"
21. Any kind of contamination of any kind, which might occur in the United States or in Canada, even if it is accidental and sudden.
22. Direct civil liability of host families.
23. Moral/personal damages, libel (violations of privacy, honor and of intellectual property).
24. Slander, insults.
25. Damages which are the result of prior criminal or fraudulent acts.
26. Payments of fines or sanctions and consequences arising from their non-payment.
27. Damages caused by students amongst themselves.
28. Damages which are the consequence of a material or bodily damage.

#### **ADDITIONAL PROVISIONS**

#### **PROTECTION OF PERSONAL DATA**

Personal data which are furnished by the Policy-Holder and the Insured Parties to the Insurer, directly or through their insurance broker or the professionals which attend the Insured Party, throughout the insurance relationship, shall be included in personal data processing files which are duly protected and registered at the Spanish Data Protection Agency (*Agencia Española de Protección de Datos*), and which are owned and are the responsibility of Compañía Europea de Seguros, S.A. in its position as Insurer.

For the purposes of the insurance, it is expressly authorized to process the data furnished at the time the insurance contract is signed and the data arising subsequently as the result of the contractual relationship and the processing of any claim, by Compañía Europea de Seguros, S.A., and the access and use thereof by persons taking part in insurance activity, including medical professionals and centers which take part in providing healthcare, in order to carry out the services of the contract and, in particular, to manage claims for reinsurance and coinsurance firms which act in possible coinsurance and reinsurance operations, and other firms which act in premium management and collection. Furthermore, unless otherwise indicated by the owner of the personal data, the Policy-Holder and the Insured Parties authorize the treatment and assignment of the aforesaid data in order to prevent and detect fraud.

The Policy-Holder grants authorization for its contact data not subject to the field of the Data Protection Act to be processed, and to convey this policy to the Insured Party for it to consent thereto and for its data to be processed by Compañía Europea de Seguros, S.A. In this regard, for the purpose of processing or billing claims, it is possible that medical centers or professional specialists which intervene may have to report the data of a claim or its scope, and the Policy-Holder thus agrees for its information regarding health or damages to goods which might be necessary to value the claim or for the payment of bills to be conveyed. The Insured Party guarantees that it avails itself of all the necessary authorizations to inform Compañía Europea de Seguros, S.A of personal data relating to beneficiaries, insured parties or other third parties involved in the requested contractual service.

For insurance types which include providing the Insured Party with Healthcare Services, it is expressly noted that the services shall not be provided by the Insurer, but by the professionals or the entities arranged. The Insured Party hereby agrees to be informed by the entities which provide such services or for its data to be assigned to the aforesaid entities or professionals of the healthcare sector to provide the aforesaid services.

Furthermore, you hereby confirm that you have been informed and agree to your personal data being treated for the purpose of carrying out quality and/or satisfaction surveys, to be sent commercial information and offers, including electronically, regarding the products and services marketed by the company, companies of its Group or by other companies in the insurance, banking or tourism sectors, including establishing consumption profiles for that purpose. Likewise, you hereby grant your consent for the Company to assign your data with the same purpose to companies of its Group and companies relating to the insurance, banking or tourism sector. If this request includes details of natural persons other than the Insured Party, the insured party will have to inform such persons of the points indicated in the paragraphs above. Nonetheless, if you wish to limit the treatment of your data to purely contractual purposes of this policy, you should mark the box below:

- ◇ I do not wish to receive commercial information through any channel.
- ◇ I do not wish to receive commercial information in digital format.

◇ I do not wish for my details to be assigned for commercial purposes.

At any time, the Policy-Holder and the Insured Parties shall be entitled to exercise the rights of access, correction, cancellation and opposition of the personal data which are set out under the terms established in the Protection of Personal Data Act 15/1999, of 13 December and its regulations of implementation, by means of a letter sent to the File Manager, at its registered address of Avenida de la Vega, 24, Alcobendas (Madrid).

### CUSTOMER SERVICE

Pursuant to Order ECO/734/2004, this Insurance Company has a Customer Service, which shall resolve any complaints or claims made by the Policy-Holder, the Insured Parties or their beneficiaries, or third parties whose interests are compromised, which might arise from the application of this insurance contract, within a period of no longer than two months since such a complaint or claim is submitted to it.

Complaints and claims will be made using a brief sent to the Servicio de Atención al Cliente (Customer Service) of the Company, at its address at Avda. de la Vega, Nº 24 , 28108 - Alcobendas (Madrid); or by email to the address [sac@erv.es](mailto:sac@erv.es)

For these purposes, a Complaint shall be understood to be questions referring to the operation of the services provided to insured parties by THE INSURER caused by delays, failure to provide services or any other type of incorrect action which might be observed in the company's operations.

Claim shall be understood to be that submitted by the Insured Parties, indicating, with the aim of having their interest or right restored to them, specific facts referring to actions or omissions by the Company, which in the view of the person making the aforesaid claims are detrimental to their interests or rights due to breach of contracts, the rules of transparency or protection of clientele or good practices and uses.

Should you not agree with the resolution issued by the Customer Service, or should it fail to respond within the aforementioned two-month period, and in accordance with the stipulations of Order ECC/2502/2012, you shall be entitled to submit the complaint or claim before the Claims Service of the General Directorate of Insurance and Pension Funds.

### ADDITIONAL PROVISIONS

In compliance with the provisions of article 96 of Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance companies, as well as its implementing regulations, we hereby inform you:

- That this Entity shall publish an annual report on its financial and solvency situation, in accordance with the contents, form and deadlines for publication determined in the regulations implementing the Law on the management, supervision and solvency of insurance and reinsurance companies.

- That Spanish legislation does not apply in the event of the liquidation of the insurance company.

### PERSONAL DATA PROTECTION

We have prepared this summary for ease of use. Check the full version that you can find updated at any time on our website, in the "data protection policy" section <https://www.erv.es/clusula-de-proteccion-de-datos/>

### WHO PROCESSES YOUR DATA?

The Processor of your data is ERV SEGUROS DE VIAJE EUROPAISCHE REISEVERSICHERUNG AG, SUCURSAL EN ESPAÑA (hereinafter, ERV). We have appointed a person in charge of safeguarding your privacy in our company (the Data Protection Officer or "DPO"), to whom you can submit any complaints or request clarification of any doubts you may have. Contact him by writing to the address Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid or by e-mail to the address [dpd@erv.es](mailto:dpd@erv.es)

### FOR WHAT PURPOSES IS YOUR DATA PROCESSED?

In order to fulfil our obligations, thus it is necessarily processed to (i) comply with the rules, as well as (ii) the insurance policies taken out, making automated decisions or creating minimum profiles or conducting minimum studies depending on each trip to set the price of the insurance policies, or (iii) attend to your requests for the purpose of taking them out. (iv) Also to make your data anonymous in order to comply with solvency obligations imposed by law.

To inform you about our offers, to improve quality and to treat you in a personalised way, as long as you are a customer and have given us your details. Therefore, additionally, in these cases, and always allowing the exercise of the right of objection to (i) send you commercial communications through any channel on the products marketed by our company (insurance products), within your reasonable expectation of privacy based on your history of contracting through us, (ii) create particular profiles with internal data in order to be able to serve you better (+Info in the "profiled" section), (iii) to update your data and enrich it with public data for commercial purposes and better customer service, (iv) or to create models of behaviour through "pseudonymised" and anonymous data, which also allows us to adjust to your needs and interests at all times.

### WHY IS YOUR DATA PROCESSED?

The necessary processing is necessary to comply with the legal system and your contracts, or applications. The additional processing, if you are a customer or accept our data protection policy, is based on your consent, which you can always revoke without any detriment, or on the legitimate interest, weighted with your right to privacy. This weighting has been carried out in accordance with the regulations and criteria communicated by the data protection authorities, always in the belief that we can improve the quality of our products and services in order to provide you with a more personalised service and communicate our offers to you.

### WHO WILL BE ABLE TO SEE MY DATA?

Only ERV, unless you have given us your consent for its transfer, or it is imposed by a rule. The providers of some services shall also be the recipients, but this will always be done with contracts and guarantees subject to the models approved by the authorities. Among our providers we have some related companies, such as DKV SERVICIOS, S.A., EURO-CENTER HOLDING, S.E. and EURO-CENTER MADRID, S.A., a leading multinational in its sector, through which we provide travel assistance services worldwide. In this case, and through EURO-CENTER, there may be transfers of data to third countries outside the European Union, but this will only be done at your request because you communicate the need for help, when strictly necessary, and only when you need to have the medical assistance or material that you have contracted, since by so doing we comply with the insurance contract and execute it. In addition, we will sometimes protect your vital interests or those of other policyholders.

In the event of legitimate interest, for fraud control or internal administrative steps, or when you have consented, your data may be transferred to other ERV branches or companies in the ERGO Group to which we belong.

On our website you can see a list of the categories of providers and companies in the group.

**FOR HOW LONG WILL WE KEEP YOUR DATA?**

Unless you have given us your consent, we will only retain your data as long as you are a customer or the relationship with us is maintained. From that moment on, only the minimum data necessary for the operations and transactions carried out to be able to deal with any claim will be kept duly blocked (i.e. at the disposal of the corresponding authorities and for the defence of the company) until it has expired. Normally the applicable terms are 10 years under the Money Laundering Prevention Law, if applicable, and five years for dealing with claims for travel insurance policies, which include personal injury. Once these terms have elapsed, they will be definitively cancelled.

If you are not a customer and you have made a request for a contract, we will keep your details as long as the offer you have been given is valid, or if no term has been set, for the legal period.

**WHAT RIGHTS DO I HAVE?**

You have the right to access, rectify and delete your data, object to it being used, revoke your consent, as well as other rights recognised by law such as the right of portability, limitation of processing, or submit a complaint to the Data Protection Agency, or to our Data Protection Officer. In addition, if automated decisions that affect you are made, you can always request human intervention to review them, and you can always object to any processing, or revoke consent without any harm to yourself.

You can exercise your rights by sending us a letter attaching a copy of your National ID card (DNI), or equivalent official document, with the subject "DATA PROTECTION" to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, or by e-mail to the address [dpd@erv.es](mailto:dpd@erv.es)

Further information can be found in the document "Additional information" which you will find in the "Data Protection" section of our website [www.erv.es](http://www.erv.es)

**CUSTOMER INFORMATION**

In compliance with our duty to provide information and protect our customers as part of the brokerage services that we offer, please find the relevant details below:

Registration

INTERMUNDIAL XXI, S.L. is registered in the Special Administrative Register of Insurance Brokers, Reinsurance Agents and Executives Insurance Agents under entry No. J-1541. Said Register is public and can be consulted by writing to the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 -Madrid), or by visiting said organisation's website at: <http://www.dgsfp.mineco.es/regpublicos/pui/pui.aspx>

Furthermore, INTERMUNDIAL XXI, S.L. retains a Professional Civil Liability and Surety Insurance Policy pursuant to the legislation in force.

Prior information receipt confirmation clause

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific terms, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

Customer Care Service

To process and resolve queries and complaints, INTERMUNDIAL XXI, S.L. has a customer care service that has been outsourced to Inade, Instituto Atlántico del Seguro, S.L., located in Vigo, in the province of Pontevedra, post code 36202, Calle La Paz, 2 bajo. The aforementioned service is obliged to resolve said complaints and claims in a maximum period of two months from the date on which they are submitted. In the event that the Customer is unsatisfied with the resolution, he/she may contact the Claims Service of the Directorate General of Insurance and Pension Fund; in order to do so, it is essential that the customer demonstrates he/she has submitted the claim or complaint in writing to the Customer Care Service of INTERMUNDIAL XXI, S.L.

**PERSONAL DATA PROTECTION****BASIC INFORMATION**

Heading	Basic Information (1st layer)
Data Controller	InterMundial XXI S.L.
Purpose	<ul style="list-style-type: none"> <li>- Advice on contracting and formalisation of insurance contracts and</li> <li>- Claims processing</li> <li>- Sending of commercial communications about products, sending of Newsletter, website updates</li> </ul>
Legitimacy	<ul style="list-style-type: none"> <li>- Execution of the insurance contract</li> <li>- Consent for commercial communications</li> </ul>
Recipients	The recipients of your data will be the Insurers that offer the contracted coverage and Servisegur Consultores S.L. for the purpose of processing claims.
Rights	You have the right to access, rectify, limit the processing of, delete and request the portability of your data.
Origin	Directly from the interested party
Commercial communications	In order to improve the provision of our services, we create a commercial profile of our customers based on the information provided by them, which allows us to offer products and services of the following types according to their interests: <ul style="list-style-type: none"> <li>- Travel insurance</li> </ul>
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: <a href="http://www.intermundial.es/protecciondedatos">www.intermundial.es/protecciondedatos</a>

Objective analysis

Our advice is provided based on a sufficient number of insurance contracts offered on the risks market subject to coverage in such a way as to provide a recommendation, pursuant to professional criteria, concerning the insurance agreement that would best suit the customer's needs. Said analysis is not exclusively limited to the product, and also extends to the quality of the service and provisions that the chosen or rejected insurer is able to provide at the time the contract is formalised.

**ADDITIONAL INFORMATION ON DATA PROTECTION****Who is responsible for processing your data?**

The data processor is INTERMUNDIAL XXI S.L. Correduría de Seguros, with Taxpayer Identification Code B81577231 and registered office at C/ Irún 7, 1º A izquierda, 28008. You can contact us by sending us a letter to our indicated postal address or via our email: [lopd@intermundial.com](mailto:lopd@intermundial.com).

**For what purpose do we process your personal data?**

At INTERMUNDIAL XXI S.L., we process the information provided by the interested parties for advice on contracting and to manage the insurance contract, processing claims arising from the contract signed, as well as sending commercial communications and newsletters.

**For how long will we keep your data?**

The data provided shall be kept throughout the term of the contract and shall be deleted upon expiry of the insurance contract.

Notwithstanding the foregoing, the data shall be blocked and stored during the period of limitation of any actions that may arise in connection with the contractual relationship entered into by you.

**What is the legitimacy for the processing of your data?**

The legal basis for the processing of your data is the execution of the insurance contracts, under the terms and conditions contained in the contracts, as well as the processing of claims arising from them.

The legitimacy of the offer of products and services lies in the legitimate interest of the data controller, and the Customer may at any time object to this type of processing, although the exercise of this right shall not condition the execution of the contract under any circumstances.

We also inform you that failure to provide the required information results in it being impossible to sign and fulfil the contract.

**To which recipients will your data be communicated?**

The data will be communicated to the insurers for the purpose of managing the insurance contract.

Likewise, they will be communicated to Servisegur Consultores S.L., with Taxpayer Identification Code B81398414 and registered office at C/ Irún 7, 1ºA izquierda, Madrid, 28008, for the purpose of processing claims arising from the contract signed.

**What are your rights when you provide us with your data?**

Any person has the right to obtain confirmation as to whether INTERMUNDIAL XXI S.L. is processing personal data concerning them.

The interested party shall have the right to withdraw his/her consent at any time, provided that the processing is not necessary for the purpose of fulfilling the contract. The withdrawal of consent shall not affect the legality of the processing based on consent prior to its withdrawal.

You may exercise your rights of access, rectification, deletion, limitation in the processing and portability of data through our website ([www.intermundial.es/incidencias](http://www.intermundial.es/incidencias)), or by addressing a letter to our Legal Advisory Department at C/ Irún 7, 1º A Izquierda, Madrid, 28008.

Ultimately, you can request information on your rights and file a claim with the Spanish Data Protection Authority, whose registered office is at calle Jorge Juan, nº 6, 28001 Madrid.