



# IATI BACKPACKERS

Travel assistance policy

## PARTICULAR CONDITIONS

### BACKPACKERS + CANCELLATION

**TEMPORARY VALIDITY:** The duration of coverage will be that specified in the Particular Conditions.

If the INSURED PARTY's habitual residence is outside of Spain and they travel to a country other than Spain, the duration of the trip may not exceed 120 consecutive days in any case.

If the INSURED PARTY's habitual residence is outside of Spain and they travel within Spain, the duration of the trip may not exceed 365 consecutive days in any case.

### COVERAGE AND LIMITS

The items, with their limits, that appear as contracted in the following coverage table are the purpose of this contract.

	<i>Europe</i>	<i>Worldwide</i>
<b>ASSISTANCE COVERAGE</b>		
7.1 MEDICAL AND HEALTH CARE	250000€	250000€
7.1.1 DENTAL EXPENSES	350€	350€
7.2 REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL	100% coste	100% coste
7.3 REPATRIATION OR TRANSPORTATION OF OTHER INSURED PERSONS	100% coste	100% coste
7.4 TRAVEL FOR A RELATIVE IN CASE OF HOSPITALISATION	100% coste	100% coste
7.4.1 ACCOMMODATION EXPENSES FOR A RELATIVE ABROAD	600€ 60€/día	600€ 60€/día
7.5 CONVALESCENCE IN HOTEL	600€ 60€/día	600€ 60€/día
7.6 REPATRIATION OR TRANSPORTATION OF A DECEASED INSURED PARTY	100% coste	100% coste
7.7 EARLY RETURN DUE TO EXTRAORDINARY RISKS	100% coste	100% coste
7.8 EARLY RETURN DUE TO THE DEATH OF A RELATIVE	100% coste	100% coste
7.9 EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE	100% coste	100% coste
7.10 LOSS OF KEYS TO THE HABITUAL RESIDENCE	90€	90€
7.11 OPENING AND REPAIR OF DEED BOXES AND SAFES	90€	90€
7.12 CANCELLATIONS OF CARDS	Included	Included

7.13 SEARCH AND RESCUE OF THE INSURED PARTY	15000€	15000€
<b>LUGGAGE COVERAGE</b>		
7.14 THEFT AND DAMAGE TO LUGGAGE	1500€	1500€
7.15 DELAY IN THE DELIVERY OF CHECKED BAGGAGE	300€	300€
7.16 DELIVERY OF ITEMS THAT HAVE BEEN FORGOTTEN OR STOLEN DURING THE TRIP	Included	Included
7.17 MANAGEMENT EXPENSES FOR LOST OR STOLEN DOCUMENTS	90€	90€
<b>COVERAGE FOR DELAYS AND LOSS OF SERVICES</b>		
7.18 DELAY IN THE TRIP DUE TO DEPARTURE OF TRANSPORTATION	270€ 90€ cada 6h. de retraso	270€ 90€ cada 6h. de retraso
7.19 UNAVOIDABLE TRIP EXTENSION	500€	500€
7.20 MISSING CONNECTING FLIGHTS OR TRANSPORTATION	90€	90€
7.21 MISSING CONNECTING FLIGHTS OR TRANSPORTATION	90€	90€
7.22 CHANGES IN SERVICES INITIALLY CONTRACTED	90€	90€
<b>CANCELLATION OF TRAVEL AND REIMBURSEMENT OF HOLIDAYS COVERAGE</b>		
7.23 CANCELLATION OF TRAVEL	2000€	2000€
<b>COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE</b>		
24H PERSONAL ACCIDENTS	6000€	6000€

When the Insured Party is travelling on any type of land, maritime or air vehicle, the Insurer will not be obliged to provide any type of service that will be provided as soon as the Insured Party is on the land.

Those countries which, during the Insured Party's trip or travels, are in a state of war or siege, insurrection or conflict of any kind or nature, even when they have not been officially declared, and those that specifically appear on the receipt or in the Particular Conditions are excluded from the coverage.

It is expressly agreed that the Insurer's obligations derived from the coverage of this policy, end the moment the Insured Party returns to their habitual residence, or when they have been admitted to a health centre located at a maximum of 25 km distance from the aforementioned address.

Insured parties whose habitual residence is abroad:

In the event that the Insured Party's habitual residence is abroad, and they have taken out the policy for their trip to Spain online, the premiums will be charged according to the continent of origin. This is, if the Insured Party's habitual domicile is in Europe, the premium charged will be 'Europe', if their continent of origin is America, Asia or Oceania, the premium charged will be 'The World'.

In the event that the destination of the trip is not Spain, and the Insured Party's habitual residence is Europe and their

destination is Europe, the premium charged will be 'EUROPE', and in the other cases the premium charged will be 'THE WORLD'.

In any case, coverages included in this contract for Insured Parties who are not residents in Spain are limited to trips whose destination is not their country of residence, i.e. trips to their country of residence are excluded.

Likewise, the capital insured for each one of the coverages in this policy will correspond to the circumstance of a Spanish person abroad, and the repatriations contemplated in the policy's General Conditions will correspond to the location of their habitual residence abroad, also being the location from which the Insured Party contracted this Travel Assistance Insurance and the location that they communicated to ARAG at that time, both for the purpose of paying the corresponding premium and for the economic limits of the coverages.

**SERVICE DELIVERY:** The services provided in this policy will be delivered through ARAG S.E., SUCURSAL EN ESPAÑA.

To facilitate the urgent provision of services, ARAG will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers. ARAG's telephone number is 93 485 77 35 if the call is made from Spain and 34 93 485 77 35 if it is made from abroad.

In any case, the Insured Party may request the Insurer to reimburse the cost of calls made to the Company, provided that this cost is duly documented and justified.

If it is not possible to contact the company through the usual means, the Insured Party may contact ARAG through the WhatsApp application on 672 608 176. This system may be used only for the initial contact with the company and in no case can any personal data or documents of any kind be sent in order to ensure current Personal Data Protection regulations are not violated.

- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.

## INFORMATION TO THE INSURED

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de

Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

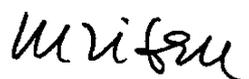
- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID

For the Company

P.P.



CEO

Member of GEC

THE POLICYHOLDER

## INFORMATION REGARDING DATA PROTECTION

<b>Data processor</b>	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006.- MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
<b>Data Protection Officer contact details</b>	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
<b>Purpose of processing</b>	Underwriting and execution of the insurance contract
<b>Authentication</b>	Underwriting and execution of the insurance contract
<b>Recipients</b>	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
<b>International transfers</b>	May be necessary, during certain assistance services, for the execution of the contract.
<b>People's rights</b>	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: lopd@arag.es
<b>Additional Information</b>	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

### Data processor

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Webpage: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto:dpo@arag.es).

### Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

## Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination,

Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

## Rights

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected.

You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email [lopd@arag.es](mailto:lopd@arag.es) or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope).

Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## Third party(s) personal data

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.

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## GENERAL CONDITIONS

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### BACKPACKERS + CANCELLATION

#### Introduction

This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.

#### Definitions

Definitions of terms in this contract:

#### Insurers

ARAG S.E., Sucursal en España, which assumes the risks established in the policy.

#### Policyholder

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

#### Insured

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

#### Relatives

The INSURED PARTY'S family, their spouse, defacto partner or live-in partner, their first or second degree relatives - parents, children, siblings, grandparents, grandchildren - as well as uncles, aunts, nephews, nieces, step-parents, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law are considered relatives.



## Policy

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, Particular ones that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

## Premium

The price of insurance. The receipt will also contain legally applicable surcharges and taxes.

## Luggage

All objects for personal use that the INSURED PARTY has with them during their trip as well as those issued by the transport carrier.

## Excess

The amount, percentage or any other total agreed in the Policy, borne by the INSURED PARTY, which will be deducted from the compensation, and that is due to the INSURER for each claim.

## Scope and duration of the coverages:

a) Cancellation Expenses: This insurance must be contracted between the time the travel is booked until its confirmation. It may also be taken out during the 7 days following confirmation, in which case a grace period of 72 hours from when the insurance was taken out will apply.

b) Other coverages: They will take effect on the day the trip begins and end when the trip has been completed, according to the travel conditions the POLICYHOLDER has chosen and notified the INSURER of.

## Sports activity:

The following activities are understood to be covered by this policy, provided they are not the main reason for the trip and are not carried out professionally and/or competitively:

Athletics, gym activities, bicycle tourism, curling, hiking, jogging, ball games, beach games and camping activities, kayaking, swimming, orientation, paddle surfing, fishing, snowshoeing, segway, walking, snorkel, trekking at an altitude of up to 5,400 meters, mountain biking, shooting sports/small game hunting, cross-country skiing, jet skis, snowmobiles, sailing, paintball, skating, canoeing, Tibetan bridge, rack-wall climbing, 4x4 routes, survival, surfing and windsurfing, zip line, ski sledding, sledding with dogs (mushing), equestrian tourism, airsoft, canyoning, diving and underwater activities less than 20 metres deep, bouldering up to 8 metres high, horse riding, sport climbing, fencing, speleology less than 150 metres deep, water skiing, fly surf, hydrobob, hydrospeed, kite surfing, canoeing, white water, psicobloc up to 8 metres high, quads, rafting, rappelling, jumping and any other activity with similar characteristics

The following activities are expressly excluded from the coverage of this insurance:

Activities carried out at an altitude higher than 5,000 metres (and trekking activities carried out above 5,400 metres of altitude), underwater activities carried out at a depth of more than 20 metres, martial arts, ascensions or aeronautical trips, big wall, bobsleigh, boxing, speed or resistance races, big game

hunting, track cycling, cycling on the road, cyclocross, wrestling sports, motorcycle sports, alpine climbing, classic climbing, rock-climbing alone, ice climbing, skiing, winter sports, activities carried out with sports schools and associations, cave diving, caving at a depth of more than 150 metres, caving in virgin chasms, speedboat, luge, polo, rugby, trial, skeleton and all professional sports practice.

In any case, the professional practice of any sport and/or adventure activity and participation in official or private sports competitions, training, testing and gambling activities are all excluded from this insurance policy's coverage. 'Competition' is understood as an occasion where the sport activity is carried out as an act or event organised by a third party and not the Policyholder and/or Insured Party. For the purposes of this policy.

## 1. Purpose of the insurance

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system.

## 2. Policyholders

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of a Collective Policy.

## 3. Temporary validity

In Temporary Policies, duration refers to that specified in the Particular Conditions.

If the INSURED PARTY's habitual residence is outside of Spain and they travel to a country other than Spain, the duration of the trip may not exceed 120 consecutive days in any case.

If the INSURED PARTY's habitual residence is outside of Spain and they travel within Spain, the duration of the trip may not exceed 365 consecutive days in any case.

## 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain, Europe or throughout the World, according to what has been specified in the Particular Conditions.

All articles are applicable when the Insured Party is further than 20 km from their habitual residence.

## 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities.

If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage

insured by the policy. In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.

## 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk

## 7. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services

### 7.1 Medical and health care

ARAG, up to the limit indicated in this policy's Particular Conditions, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the ill or injured Insured Party, provided that said intervention has been carried out in accordance with the Insurer's medical team.

The following services are expressly included, without limitation:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. The successive payment of medications or pharmaceutical expenses that derive from any process that is or becomes chronic are excluded from this coverage.

In case of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, as well as an unforeseen complication in pregnancy during the first 24 weeks of

pregnancy, ARAG will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.

The expenses covered for this event may not in any case exceed 10% of the sum insured by the Medical health care coverage.

Except in case of emergency or force majeure, the Insurer will, through its medical team, decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.

In the case of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party requires long-term treatment, ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.

Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.

Likewise, and up to the limit indicated in this policy's Particular Conditions, ARAG will cover expenses for acute dental issues, understood as such by infection or trauma requiring emergency treatment.

## **7.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness occurring to the INSURED PARTY, the INSURER will cover transportation costs to the hospital that has the necessary facilities needed to treat them or to their home address.

Likewise, the INSURER's medical team, together with the doctor who is treating the INSURED PARTY will ensure that the care provided is appropriate.

If the INSURED PARTY is admitted to a hospital far from their habitual residence, the INSURER will cover the costs of transferring them to their home address as soon as possible.

The means of transport used will in each case be decided by the INSURER's medical team according to the urgency and severity of the case. When the patient has been admitted to a hospital that has the infrastructure necessary to satisfactorily address the INSURED PARTY's medical problem, their repatriation or transfer may be postponed until the severity of their illness passes so they can be transferred under more optimal medical conditions.

The transport used will in each case be decided by ARAG's Medical Team according to the urgency and severity of the case.

Exclusively in Europe and always at the discretion of ARAG's Medical Team, a specially conditioned medical aeroplane may be used.

## **7.3 Repatriation or transportation of other Insured Parties**

In the event that the ill, injured or deceased INSURED PARTY were to be repatriated for any of the reasons established in sections 7.2 and 7.6, and they were travelling in the company of another INSURED PARTY, the INSURER will cover the return transportation costs of their companion to the INSURED PARTY's habitual residence.

Additionally, if the ill, injured or deceased INSURED PARTY were the company of another INSURED PARTY who was under 15 or disabled, the INSURER will cover the transportation costs for a person to accompany that person in their return home.

## **7.4 Travel for a relative in case of hospitalisation**

When the INSURED PARTY has been hospitalised for a duration exceeding 5 days, the INSURER will cover the return transportation costs for a relative to accompany them during their hospitalisation. This duration will be reduced to 3 days in the case of minors or disabled persons, when they find themselves without the company of a relative or their legal guardian.

If the INSURED PARTY is hospitalised, and this hospitalisation lasts longer than 5 days, the INSURER will cover the hotel accommodation expenses of a relative or the hotel accommodation expenses of the person (also covered by this policy) travelling with the INSURED PARTY to accompany the hospitalised INSURED PARTY, upon presentation of the appropriate justifying documents, for a maximum of 10 days and up to the total limits and per day limits cited in Particular Conditions. This duration will be reduced to 3 days in the case of minors or disabled persons, when they find themselves without the company of a relative or their legal guardian.

## **7.5 Convalescence in hotel**

If the INSURED PARTY falls ill or is injured and their return on the scheduled date is not possible, according to the INSURER's medical team and in collaboration with the doctor treating them, the INSURER will cover any unexpected expenses arising from such an extension of their trip for a maximum of 10 days and up to the total limits and per day limits cited in the Particular Conditions.

## **7.6 Repatriation or transportation of a deceased Insured Party**

Should the INSURED PARTY pass away, the INSURER will cover post-mortem conditioning and transportation of the bodily remains, in a zinc coffin, from the place of death to the place of burial.

Likewise, the INSURER will be responsible for ensuring the remaining INSURED PARTIES who accompanied the deceased party on their trip return to their respective home addresses, should the event result in them not being able to return by the means initially foreseen.

Payment for the burial coffin and burial and ceremony events expenses are excluded from this coverage.

## **7.7 Early return due to Extraordinary Risks**

In the event of an extraordinary occurrence as described by the Insurance Compensation Consortium, the insurer will cover the Insured Party's transportation to their habitual residence by plane (economy class) from the nearest international airport, or train (1st class) from the nearest safe station. If special circumstances require it, the Insurer may advance the costs the insured party needs to continue their travel arrangements; but they are obliged to submit all corresponding invoices for those funds and reimburse any that are not used.

In all cases, this coverage will only take effect if:

- The situation does not allow the Insured Party to carry out the activity that was the purpose of their travels

- There is a statement of risk advising citizens to leave the location issued by Spanish authorities such as the Ministry of Foreign Affairs.
- It is impossible to complete the course, internship or activity that was the purpose of their travels, as required by the Insured Party's country, because of an express and duly accredited request from the University of origin.

## **7.8 Early return due to hospitalisation of a relative**

In the event that the INSURED PARTY must interrupt their trip because of the hospitalisation of one of their relatives due to an accident or serious illness requiring a minimum hospitalisation of 5 days, occurring after the start date of the trip, The INSURER will cover transportation costs to their habitual residence. Likewise, the INSURER will cover a second ticket for the transportation of the person accompanying the INSURED PARTY on that same trip, provided that this second person is insured by this policy.

This coverage will also apply when the hospitalised person is a relative of the INSURED PARTY's spouse or partner, as defined in the section RELATIVES.

## **7.9 Early return due to the death of a relative**

In the event that the INSURED PARTY must interrupt their trip due to the death of one of their relatives, the INSURER will cover transportation costs to the place of burial, and, if applicable, a return ticket to the location where they were when the event occurred, or two return tickets when another passenger is also an INSURED PARTY.

This coverage will also apply when the person who passed away is a relative of the INSURED PARTY's spouse or partner, as defined in the section RELATIVES.

## **7.10 Loss of keys to the habitual residence.**

If as a consequence of the loss, theft or simple loss of the keys to the INSURED PARTY's residence during the trip covered by this policy, they require the services of a locksmith to enter their home upon return of said trip, the INSURER will be cover those expenses, upon presentation of the invoice, up to the limits established in the Particular Conditions.

## **7.11 Opening and repair of deed boxes and safes**

Duly justified opening and repair expenses for security deed boxes and safes, reserved in a hotel, caused by the loss of the key, are also included, up to the limits established in the Particular Conditions.

## **7.12 Cancellation of cards**

In cases of burglary, theft or loss of bank or non-bank cards, issued by entities in Spain, the Insurer will, at the request of the INSURED PARTY, notify the issuing entity of the need for their cancellation.

## **7.13 Search and rescue of the insured party**

If there is exposure to a risk included in the main coverage, aggravated by a difficult situation, incurring search, rescue, transportation or repatriation expenses because of a civil or military rescue or a rescue

through relief agencies, once alerted to this effect, the INSURER will reimburse those expenses, up to the limit established in the Particular Conditions.

## **7.14 Theft and damage to luggage**

The INSURER will compensate up to the total established in the Particular Conditions and subject to the exclusions indicated in the General Conditions, for material damages to luggage during trips and stays outside the INSURED PARTY's habitual residence, as a result of:

Theft (for the purposes of this policy theft is understood only when violence, intimidation or force has been committed by other people to carry out that act).

Faults or damages caused directly by fire or theft.

Faults and definitive loss, total or partial, caused by the carrier.

Valuables can total up to 50% of the sum insured for luggage.

Valuables are jewels, watches, items made of precious metals, furs, paintings, objects of art, silver and objects made in precious metals, unique items; mobile telephones and their accessories; cameras and photography and video devices; electronic equipment and their accessories; radios, sound or video recording devices and their accessories; computer equipment of all kinds; remote-controlled devices and their accessories; rifles, hunting rifles and their optical accessories and any medical devices.

Jewels and furs are only covered against theft and only when they are deposited in a hotel safe or being worn or carried by the INSURED PARTY.

Luggage left in motor vehicles are considered insured only if they are in the trunk and the trunk is locked. The vehicle - with the exception of vehicles entrusted to a carrier - must remain inside a closed and guarded car park from 10 pm to 6 am.

Coverage for valuables left inside the trunk of a vehicle are only valid when the vehicle is in a garage or a guarded parking lot.

The application of a proportional rule is expressly abrogated in the event of this coverage incident, being settled with the first risk.

## **7.15 Delay in the delivery of checked baggage**

Also covered by insurance, up to the limit established in the Particular Conditions, and upon submission of invoices, are purchases for any duly justified items necessary because of a delay of 24 or more hours in the delivery of checked luggage, whatever the cause.

In the event that the delay occurs on the return trip, this clause will only be valid if the baggage delivery is delayed more than 48 hours from the time of arrival.

In no case can this compensation be accumulated with compensation for 7.9 'Theft and damage to luggage'.

## **7.16 Delivery of items that have been forgotten or stolen during the trip.**

The Insurer will deliver to the location of the Insured Party any item or medicine (in accordance with legislation of the respective

countries) that is considered a basic need, and that the Insured Party left at home, provided that item or medicine is difficult or expensive to replace in the location where the INSURED PARTY is located.

The Insurer will only cover the organisation of the delivery and its cost, up to the amount indicated in the Particular Conditions.

## **7.17 Management expenses for loss of travel documents**

Up to the limit established in the Particular Conditions, any justified expenses incurred by the INSURED PARTY during their trip to obtain a replacement of credit cards, bank or travel cheques, fuel, transport tickets, passport or visa, due to loss or theft occurring during the course of a trip or stay outside their usual place of residence are covered.

Damages resulting from the loss or theft of the aforementioned documents or from their improper use by third parties are not subject to this coverage and, consequently, no compensation will be paid for them or any additional costs other than those directly related to obtaining their duplicates.

## **7.18 Delay of the trip due to departure of transportation**

When there is a delay in the departure of public transportation of at least 6 hours, the INSURER will - upon presentation of supporting documents and invoices - reimburse any additional hotel, meal and transportation expenses resulting from that delay, up to the amount and the time limit established in the Particular Conditions.

## **7.19 Mandatory extension of travel**

If, during the course of the trip, the INSURED PARTY cannot travel because of weather, natural disasters, extraordinary phenomena of nature, intervention by the authorities, war, terrorism, popular movements, strike or social conflict, the INSURER will cover the expenses incurred from such a situation up to the amount established in the Particular Conditions.

In the event that this situation persists when the coverage of this policy expires, all its coverages will be extended for a period of five days.

## **7.20 Missing connecting flights or transportation when travelling**

If public transport is delayed due to technical failure, weather, natural disasters, intervention by the authorities or other persons by force, and this delay results in missing a connecting transportation provided for in the ticket, the INSURER will pay up to the limit established in the Particular Conditions, any expenses incurred during that wait.

## **7.21 Missing transportation due to accidents suffered in itinere**

If the INSURED PARTY misses their flight or chosen means of transportation because of an accident in their chosen public or private transport on the way to the airport, seaport, railway or bus station, the

INSURER will cover, up to the limit established in the Particular Conditions, any expenses incurred during the time needed to take the next connecting transportation.

## 7.22 Changes in the services initially contracted

When the departure of a public transportation chosen by the INSURED PARTY is cancelled due to strike or social conflicts, the INSURER will pay up to the limit established in the Particular Conditions, the extra expenses incurred by the INSURED PARTY to return to their home.

## 7.23 Travel cancellation expenses

The INSURER will cover, up to the limit indicated in this policy's Particular Conditions and subject to the specific exclusions mentioned in these General Conditions, travel cancellation expenses generated by the INSURED PARTY, invoiced according to the travel Agency or travel suppliers' general conditions, provided that the Insured Party has cancelled before commencement of their travel and for one of the following reasons occurring after the taking out the insurance.

For the purposes of this policy, it is understood that management expenses, cancellation fees, if any, and any penalty that, in accordance with law or the travel conditions, may have been applied, are covered by this insurance.

### 1. For health reasons:

#### 1.1. Death, serious bodily injury or serious illness:

Of the INSURED PARTY, their spouse, defacto partner or live-in partner, their first or second degree relatives - parents, children, siblings, grandparents, grandchildren - as well as uncles, aunts, nephews, nieces, step-parents, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. It is not necessary that the illness of any first-degree descendants who are less than 24 months old be considered serious.

This coverage will also apply when the hospitalised or deceased person is a relative, as defined above, of the INSURED PARTY's spouse, defacto partner or live-in partner.

Of the person responsible for, during the trip, the Insured Party's children or disabled people under their care.

Of the INSURED PARTY's direct superior in their job, provided that this circumstance results in the Company in which they are employed preventing them from making the trip.

For the INSURED PARTY, **Serius Illnes** is defined as alteration of health, which implies hospitalization or the need to stay in bed, within the 7 days prior to the trip, and which, medically, makes it impossible to start the trip on the scheduled date.

When the illness affects a person other than the INSURED, after the insurance has been taken out, it shall be understood as serious when it implies hospitalization or involves imminent risk of death and such situation is maintained within the 7 days prior to the planned trip.

For the Insured party, **Serius Accident** is defined as Any bodily injury resulting from a violent, sudden, external and unintentional cause of the injured party, the consequences of which prevent him/her from moving normally from his/her usual place of residence.

When the accident affects a person other than the INSURED, after the insurance has been contracted, it shall be considered as serious when it implies hospitalization or involves imminent risk of death and such situation is maintained within the 7 days prior to the planned trip.

1.2. Medical quarantine following an accidental event.

1.3. A call for the surgical intervention of the INSURED PARTY, including any prior medical tests that need to be carried out for such an intervention.

1.4. A call for medical tests for the INSURED PARTY or their first degree relative, made by the Public Health System as a matter of urgency, provided they are justified by the seriousness of the case.

1.5. Citation for an organ transplant.

1.6. Need for the INSURED PARTY, their spouse, defacto partner or live-in partner to maintain bed rest, as recommended by medical prescription as a consequence of a risky pregnancy, provided that this risk began after contracting the policy.

1.7. Serious complications in pregnancy where medical recommendations require the Insured Party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, and provided the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk.

1.8. Premature birth of the INSURED PARTY's child.

1.9. For the INSURED testing positive by medical tests for coronavirus disease (COVID-19), provided that it implies medical quarantine isolation or is considered a serious illness, prior medical prescription within the 7 days prior to the beginning of the trip.

1.10. For severe coronavirus disease (COVID-19) of a first-degree relative

## **2. For legal reasons:**

2.1. Summons, as a party, witness or jury for a Civil or Criminal Case.

2.2. Summons as a polling station staff or as a member for state, autonomous or municipal elections.

2.3. Summons to present and sign official documents.

2.4. Delivery of a child for adoption, when the date coincides with the dates of the trip.

2.5. Citation for divorce proceedings.

2.6. Unexpected denial of visas.

2.7. Police arrest for non-criminal causes.

2.8. The application of a traffic sanction totalling more than € 600, provided the infraction was committed and its sanction was made known to the Insured Party after the insurance was taken out.

2.9. Suspension of the Insured party's driving license if a vehicle was to be used as transportation for the travel and none of their companions could replace them as designated driver.

## **3. For work reasons:**

3.1. Professional and not disciplinary dismissal of the INSURED PARTY.

3.2. Presentation of the Redundancy document that directly affects the INSURED PARTY as an employee, whose workday is totally or partially reduced. This circumstance must occur after the insurance was taken out.

3.3. The INSURED PARTY starting a new job, in a different company, provided that they have an employment contract for this new job and that the incorporation occurred after taking out this Insurance policy. This coverage will also be valid when the Insured Party starts a new job after being unemployed.

3.4. Holiday change unilaterally decided by their employer.

3.5. Forced relocation for work.

3.6. If the dates of any public examinations summoned through a public body that the Insured party will sit are announced after the insurance has been taken out.

3.7. Extension of employment contract.

#### **4. For extraordinary reasons:**

4.1. Act of aerial piracy that makes it impossible for the INSURED PARTY to start their trip on the scheduled dates.

4.2. Declaration of a catastrophe or epidemic in the INSURED PARTY's home residence or destination of the trip.

4.3. Judicial declaration of suspension of payments or bankruptcy of the company in which the INSURED PARTY works.

4.4. Serious damages to the INSURED PARTY's main or secondary residence, or professional premises if they are the director of a company or self-employed, caused by fire, explosion, robbery or by the force of nature and their presence were essential.

#### **5. Other causes:**

5.1. When the Insured party must pay more than €600 to the tax department - the Ministry of Economics and Public Administrations - because of their end of year tax declaration.

5.2. Cancellation of the trip by the person who was to accompany the INSURED PARTY on the trip, provided they had registered their trip, which this contract covers, at the same time as the INSURED PARTY, and provided that the cancellation is due to one of the causes listed above and, because of that cause, the INSURED PARTY has to travel alone.

5.3. Breakdown or accident of the INSURED PARTY's vehicle that makes it impossible for the INSURED PARTY to start their trip.

5.4. Theft of documentation or luggage that makes it impossible for the INSURED PARTY to start their trip

5.5. Cancellation of a wedding ceremony, when the insured holiday was for a honeymoon.

5.6. Winning the prize of a holiday and/or trip similar to the one contracted, free of charge, in a public lottery drawn before a Notary.

5.7. Granting of official scholarships that prevent the trip from being carried out.

In the event that for any of the reasons established in the TRAVEL CANCELLATION EXPENSES section, the INSURED PARTY transfers their trip to another person, the expenses incurred in the change of name will be covered by this insurance policy.

Supplementary expenses generated by the INSURED PARTY due to changes in the date to postpone the trip will also be covered, provided they do not exceed the expenses incurred in the event of cancellation.

## **SPECIFIC EXCLUSIONS OF THIS TRAVEL CANCELLATION EXPENSES INSURANCE:**

Cancellations originating from the following are not covered:

- a) Aesthetic treatments, periodic revisions, treatments, recommendations against travelling by air, or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy
- b) Psychic, mental and depressive illnesses that do not require hospitalisations, or do so but for less than seven days.
- c) Illnesses that are being treated or have had medical attention within 30 days prior to both the date the travel was reserved and the date the insurance was taken out.
- d) In general, all cancellations that are the result of causes occurring at the time the insurance was taken out, and which were already known by POLICYHOLDER and/or INSURED PARTY.
- e) Having participated in gambling events, duels, crimes or fights except in cases of self-defence.
- f) Terrorism
- g) Not presenting essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.
- h) Pregnancy complications, except as indicated in points 1.6, 1.7 and 1.8.
- i) Incidents caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics, except as indicated in items 1.9 and 1.10.

## **8. Exclusions**

- a) Acts brought about voluntarily by the Insured Party or those when fraud or gross negligence has been carried out by the Insured Party.
- b) Except for those indicated in the 'MEDICAL AND HEALTH CARE' section of these GENERAL CONDITIONS', any ailments or chronic and/or pre-existing illnesses, as well as their consequences, suffered by the Insured party prior to taking out the insurance policy.
- c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.

- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- f) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, skiing and any other winter sport or those called adventure activities (including hiking, trekking and similar activities) and the rescue of people at sea or in mountains or deserts.
- g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts, except for coverage "7.7 Earlyreturn due to Extraordinary Risks".
- h) The use of medical aircraft except in Europe, countries bordering the Mediterranean or Jordan and always at the discretion of the Insurer's Medical Team.

## 9. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

## 10. Declaration of an incident

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

## 11. Additional provisions

The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.

## 12. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

## 13. Prescription

The actions derived from this insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

## 14. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

## SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE POLICY

### DEFINITIONS:

**Accident:** An accident is understood to be bodily injury derived from a violent, sudden, external cause, unintended by the Insured, which results in total or partial permanent disability, or death.

**Permanent disability:** Permanent disability is understood to be the organic or functional loss of the extremities and faculties of the Insured with the intensity described in these General Conditions, the recovery of which is not considered foreseeable in the opinion of the medical experts appointed pursuant to the law.

**Insured amount:** The amounts established in the General and Particular Conditions, the maximum limit of compensation to be paid by the Insurer in the event of an accident.

**Disagreement over the assessment of the degree of disability:** If the parties agree on the amount and the form of compensation, the Insurer must pay this amount. If there is disagreement, the conditions included in the Insurance Policy Contract Act will apply.

### PAYMENT OF COMPENSATION:

**a)** The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount resulting therefrom. In all cases, the Insurer must, within forty days from the receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

**b)** If, within three months of the occurrence of the accident the Insurer has not made reparation for the damage or paid the due compensation in cash for causes which are not justified or are imputable to it,



the compensation shall be increased by a percentage equivalent to the legal interest on money in force at that moment, increased in turn by 50%.

**c)** To obtain payment in the event of death or permanent disability, the Insured or the Beneficiary must send the Insurer the supporting documents indicated below, as appropriate:

**c.1. Death:**

- Death certificate.
- Certificate of the General Register of Last Wills and Testaments.
- Will, if existing.
- Executor's certification as to whether beneficiaries of the Insurance Policy are designated in the will.
- Document accrediting the identity of the beneficiaries and the executor.
- If the beneficiaries are the legal heirs, it will also be necessary to present a formal declaration of inheritance issued by the relevant Court.
- Letter of exemption from Inheritance Tax or confirmation of its payment, if applicable, duly completed by the competent administrative body.

**c.2. Permanent disability:**

- Medical certificate of disability stating the type of disability resulting from the accident.

## **PERSONAL ACCIDENT INSURANCE POLICY**

The Insurer guarantees, up to the amount established in the Particular Conditions of the Policy, and subject to the exclusions specified in these General Terms and Conditions, payment of any compensation to which the Insured may be entitled in the event of death or permanent disability as a result of accidents suffered by the Insured when travelling or staying away from the latter's usual place of residence.

Persons over 70 years of age are not covered. In the case of children under 14 years of age, the risk of death is only guaranteed for up to €3,000 for burial expenses, and the permanent disability risk up to the sum stated in the Particular Conditions.

The limit of the compensation will be established:

**a)** In the event of death:

When it is proven that death, immediate or occurring within one year of the occurrence of the accident, is the result of an accident whose consequences are covered by the Policy, the Insurer shall pay the sum specified in the Particular Conditions.

If, after the payment of a compensation for permanent disability, the Insured dies as a result of the same accident, the Insurer Will pay the difference between the amount paid for disability and the amount insured in the event of death, if this amount is higher.

**b)** In the event of permanent disability:

The Insurer will pay the total insured amount if the disability is total or a proportional part according to the degree of disability if it is partial.

For the assessment of the respective degree of disability, the following chart has been established:

b.1 Loss or loss of use of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, total blindness, total paralysis or any other injury which makes it impossible to carry out all work... 100%

b.2 Loss or total disability:

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

In cases not provided for above, such as for partial losses, the degree of disability will be established in proportion to its seriousness compared with the disabilities stated. Total permanent disability can never be exceeded.

The degree of disability must be definitively established within one year of the date of the accident.

For the purposes of assessment of the disability of a limb or an organ, the professional situation of the Insured will not be taken into consideration.

If, before the Accident, the Insured had a bodily disability, the disability caused by this accident cannot be classified in a degree higher than that which would result if the victim was a normal person from the point of view of bodily integrity.

Total, and permanent functional loss of use of the limb is comparable to its total loss.

## EXCLUSIONS

The following are not covered by this Insurance:

a) Bodily injuries occurring in a state of mental derangement, paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.

- b) Bodily injuries resulting from criminal acts, provocations, fights - except in cases of legitimate defence – and duels, carelessness, bets and any other risky or reckless enterprise and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.
- c) Illness, hernia, lumbago, intestinal strangulation, complication of varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the insurance. The consequences of surgical procedures or unnecessary treatments for accidents suffered and those related with personal care.
- d) The practice of the following sports: Speed or resistance races, aeronautical ascents and journeys, rock-climbing, caving, horseback hunting, polo, wrestling or boxing, rugby, undersea fishing, skydiving and any other game or sport with a high level of risk.
- e) The use of two-wheeled vehicles with engine capacity greater than 75 c.c.
- f) The exercise of a professional activity that is not commercial, artistic or intellectual.
- g) Any person who intentionally brings about an accident is excluded from the benefit of the cover included in this policy.
- h) The aggravation of accidents occurring before the policy is concluded is not included.

#### **CUMULATIVE MAXIMUM:**

The maximum compensation under this Policy for a single accident shall not exceed €1,200,000.

#### **INDEMNITY CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN THE INSURANCE OF PERSONS.**

In accordance with the provisions of the revised text of the Legal Statute of the Spanish Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance policy of the type which is required to include a surcharge in favour of the Consortium is entitled to arrange cover for extraordinary risks with any insurance company that meets the conditions required by current legislation.

Compensation deriving from claims arising from extraordinary events occurring in Spain and abroad, when the insured party has his/her habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) That, even though it is covered by said insurance policy, the obligations of the insuring company could not be fulfilled due to it having been declared legally bankrupt or due to it being subject to a liquidation procedure supervised or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the provisions of the aforementioned Legal Statute, those of Act 50/1980, of 8 October, regarding Insurance Contracts, those of the Regulations on Insurance for Extraordinary Risks, approved by Royal Decree 300/2004 of 20 February, and its additional provisions.

## Summary of the legal regulations:

### 1. Extraordinary events covered:

a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornados); the fall of astral bodies and meteorites.

b) Violent events as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.

c) Action by the Armed Forces or the Security Forces in peacetime.

Atmospheric and seismic phenomena, from volcanic eruptions and the fall of heavenly bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by AEMET (the State Meteorological Agency), the Spanish Geographic Institute and the other public authorities with competencies over the matter in question. In the cases of events of a political or social nature, as well as in the event of damage caused due to situations or actions by the Armed Forces or the Law Enforcement Agencies in times of peace, the Insurance Compensation Consortium will be able to obtain information on the occurrences from the competent jurisdictional and administrative bodies.

### 2. Risks excluded:

a) Those which do not give rise to compensation according to the Insurance Policy Contract Act.

b) Those caused to persons insured under insurance policies other than those in which the surcharge for the Consortium of Insurance Compensation is compulsory.

c) Those caused by armed conflicts, although there has been no official declaration of war.

d) Those deriving from nuclear power, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.

e) Those arising from phenomena of a different nature to those indicated in the above section 1.a), and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land settlements, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that, in turn, would have caused an extraordinary flood situation in the area and that occurred at the same time as said flood.

f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.

g) Those caused by a lack of good faith on the part of the Insured.

h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with that established in the Insurance Contracts Act, coverage by the Insurance Compensation Consortium has been suspended or the insurance has been cancelled due to a failure to pay the premiums.

i) Incidents that, due to their magnitude and seriousness are qualified by the National Government as a "national catastrophe or calamity".

### 3. Scope of the coverage.

1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.

2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, generate a mathematical provision, the Consortium's cover will refer to the capital at risk for each insured party; that is, the difference between the sum insured and the mathematical provision which, in accordance with aforementioned regulations, the insurance institution issuing it must have established. The sum corresponding to this mathematical provision will be paid by the aforementioned insurance institution.

### Reporting damage to the Insurance Compensation Consortium

1. The request for compensation for damage, the coverage of which corresponds to the Insurance Compensation Consortium, Will be made through communication to said consortium by the policyholder, the Insured or the beneficiary of the policy, or by whomever acts on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was processed.

2. Damage may be reported and information obtained regarding the procedure and the status of claims as follows:

- By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
- Via the website of the Insurance Compensation Consortium: [www.conorseguros.es](http://www.conorseguros.es)

### 3. Damage valuation:

The assessment of damages that can be compensated in accordance with insurance legislation and the content of the insurance policy can be carried out through the Insurance Compensation Consortium, without being bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.

### 4. Payment of the compensation:

The Insurance Compensation Consortium will pay indemnity to the beneficiary of the insurance by bank transfer.