



IATI BASIC

Travel assistance insurance

PARTICULAR CONDITIONS

BASIC INDIVIDUAL INSURANCE POLICY FOR SPANISH TRAVELLERS

GUARANTEES AND LIMITS:

This policy comprises the articles shown as covered in the following list of guarantees, with the limits stated.

GUARANTEES

GUARANTEES OF ASSISTANCE

7.1 MEDICAL AND HEALTH CARE

7.1.1 DENTAL EXPENSES

7.2 REPATRIATION AND MEDICAL RELOCATION OF INJURED OR SICK PERSONS

7.3 REPATRIATION OR TRANSPORT OF MINOR CHILDREN OR WITH DISABILITY

7.4 TRAVEL OF A RELATIVE IN THE EVENT OF HOSPITALISATION

7.4.1 SUBSISTENCE EXPENSES FOR RELATIVES WHEN ABROAD

7.5 CONVALESCENCE IN A HOTEL

7.6 REPATRIATION OR RELOCATION OF THE INSURED PERSON WHEN DECEASED

7.7 EARLY RETURN DUE TO THE DEATH OF A RELATIVE

7.8 EARLY RETURN DUE TO THE HOSPITALISATION OF A RELATIVE

7.9 TRANSMISSION OF URGENT MESSAGES

7.10 SHIPMENT OF MEDICATION ABROAD

7.11 DEFENCE AGAINST CRIMINAL LIABILITY ABROAD

LUGGAGE

7.12 THEFT OF AND MATERIAL DAMAGE TO LUGGAGE

7.13 LATE DELIVERY OF CHECKED-IN LUGGAGE

7.14 SEARCH FOR, LOCATION AND SHIPMENT OF MISSING LUGGAGE

SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE POLICY

PERSONAL ACCIDENTS 24H - DISABILITY

PERSONAL ACCIDENTS MEANS OF TRANSPORT - DEATH

SUPPLEMENTARY CIVIL LIABILITY INSURANCE POLICY

PRIVATE CIVIL LIABILITY

Spain	Europe	Worldwide
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€1000	€50000	€50000
€100	€100	€100
100% of cost	100% of cost	100% of cost
100% of cost	100% of cost	100% of cost
100% of cost	100% of cost	100% of cost
€420	€420	€420
€42/day	€42/day	€42/day
€588	€588	€588
€42/day	€42/day	€42/day
100% of cost	100% of cost	100% of cost
100% of cost	100% of cost	100% of cost
100% of cost	100% of cost	100% of cost
100% of cost	100% of cost	100% of cost
Serv. Arag	Serv. Arag	Serv. Arag
100% of cost	100% of cost	100% of cost
€0	€3000	€3000

€500	€500	€500
€90	€90	€90
100% of cost	100% of cost	100% of cost

€6000	€6000	€6000
€6000	€6000	€6000

€30000	€30000	€30000
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PACK COVID

Information service

When the Insured requires any information pertaining to the countries they are going to visit - for example, formal entry requirements such as visas and vaccinations, the economic or political system, the population, the language, the health situation, information about the status of borders and free circulation, requirements related to exit from the country of origin and entry into the country of destination, etc. - ARAG will provide such general information, if it is requested, by collect phone call if desired to the telephone number indicated in this policy.

The following coverages are also extended

In modification of the provisions of Article 7.1, Medical and health care, the PCR test will be included for the Insured in the event that any of the accompanying persons, registered on the same trip and in the same policy, may have tested positive while at the destination. The Insured will be required to provide the results of the official PCR in which said accompanying person has tested positive.

In modification of the provisions in Article 7.5 Convalescence in a hotel, the maximum period of coverage is extended from 10 to 14 days. The hotel accommodation costs will also be included, up to the limit indicated in the Special Conditions of this contract,

when, during a trip, one of the Insured parties, as a result of medical quarantine, has to return later than the initially planned date, provided that this extension of stay is prescribed by a doctor and approved by the Insurer's medical team.

An exclusion applies to events, complaints and illnesses that are chronic or pre-existing, in addition to the consequences thereof suffered by the Insured prior to the effective date of the policy or, where applicable, any consequences suffered prior to the last extension of the insurance.

Likewise, those events or circumstances that would initially be covered by the insurance, but they have happened prior to the effective date of the policy or the last extension of the same

When the Insured is on board any type of land, sea or air vehicle, the Insurer will not be obliged to provide any type of service. This will be provided as soon as the Insured alights from the vehicle.

The cover provided under the Policy excludes those countries that, during the Insured's trip or stay abroad, are in a state of war, siege, insurrection or armed conflict of any kind, even when this has not been officially declared, and those that are specified in the invoice or in the Particular Terms and Conditions.

It is expressly agreed that the Insurer's obligations arising from the cover provided by this policy terminate as soon as the Insured person has returned to his/her usual address, or has been admitted to a medical centre situated no further than 25 km away from the aforementioned address.

SURCHARGE FOR CRUISES 50%

PROVISION OF SERVICES: ARAG S.E., SUCURSAL EN ESPAÑA shall be responsible for the provision of the services covered by this policy.

To facilitate the provision of urgent services, **ARAG** shall provide the Insured with documentation accrediting their rights as Policyholders, in addition to emergency instructions and telephone numbers.

The phone number of ARAG is 93 485 77 35 if the call is made from Spain, and 34 93 485 77 35 if calling from abroad.

If it is possible to make reverse charge (collect) calls in the country where the Insured Person is located, the Insurer shall accept the call.

In any case, the Insured may request reimbursement from the Insurer for calls made to the latter, as long as the cost of the calls 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 that he/she has 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

- 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, website: 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.

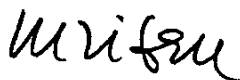
- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana,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

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
Data Protection Officer contact details	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	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.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	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
Additional Information	Additional and detailed information on data protection can be viewed on our website: http://www.arag.es

Data processor



ARAG S.E., Sucursal en España, C/Núñez de Balboa 120, 28006-Madrid
Tels. 91 566 16 01 - 93 485 89 07, e-mail: sam@arag.es, <http://www.arag.es>



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 Webpage: www.arag.es. You can contact the Data Protection Office at 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 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).

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.

GENERAL CONDITIONS

BASIC INDIVIDUAL INSURANCE POLICY FOR SPANISH TRAVELLERS

Introduction

This Insurance Contract is governed by the terms established in these General Terms and Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.

Definitions

In this Contract, the following meanings shall apply:

Insurer

ARAG S.E., Sucursal en España, which assumes the risk defined in the Policy.

Policyholder

The individual or company with whom the Insurer subscribes this Contract, and to whom the obligations derived from it correspond, except those that, due to their nature, must be fulfilled by the Insured person.

Insured

The individual listed in the Particular Conditions who, in the absence of the Policyholder, accepts the obligations deriving from the Contract.

Family members

The relatives of the Insured Person shall be considered to be his/her spouse or civil partner or any person who permanently cohabits as such with the Insured, ascendants and descendants to the first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers and sisters, brothers-in-law and sisters-in-law, sons-in-law, daughters-in-law and parents-in-law of both partners.

Policy

The contractual document that contains the Conditions governing the Insurance Policy. The General Conditions, the Particular Conditions that personalise the risk, the supplements and appendices that are added to complete or modify the contract are all an integral part of the agreement.

Premium

The price of the Insurance Policy. The receipt will also include any legally applicable surcharges and taxes.

1. Object of the policy

Under this Travel Insurance Policy, the Insured Person who travels within the territory covered will be entitled to the medical benefits that constitute the system for traveller protection.

2. Insured

The Policyholder, or the individuals stated in the Particular Conditions, in the case of a Collective Policy.

3. Duration of Insurance coverage

In Policies with a Term of Coverage, the duration will be specified in the Particular Conditions.

The policy must be contracted before the trip begins.

To benefit from the guarantees covered, the time spent by the Insured person away from his/her regular place of residence may not exceed 31 consecutive days per trip or journey.

4. Territorial scope

The guarantees described in this Policy are valid for events occurring in Spain, Europe and countries bordering the Mediterranean, or throughout the World, as specified in the Particular Conditions.

All the articles shall apply when the Insured is more than 20 km from his/her normal place of residence.

5. Payment of premiums

The Policyholder is obliged to pay the premium when the Contract is formalised. Subsequent premiums must be paid on the corresponding due dates.

If the Particular Conditions do not specify another place for the payment of the Insurance premium, this must be paid at the address of the Policyholder.

In the event of non-payment of the premium, if this is for the first annuity, cover will not take effect and the Insurer may cancel the agreement or demand payment of the premium agreed. Non-payment of successive annuities will cause the suspension of the Policy's guarantees one month after it expires. **Cover will always come into effect 24 hours after the day on which the Insured pays the premium.**

6. Information regarding the risk

The Policyholder has the duty to declare to ARAG, before the Contract is signed, any circumstances known to him/her that may affect the assessment of the risk, according to the questionnaire provided. The Policyholder will be exempt from this duty if ARAG does not provide a questionnaire or when, even if this is provided, there are circumstances that may affect the risk assessment which are not contained in it.

The Insurer may rescind the Contract after one month from the date on which it comes to their attention that the declaration by the Policyholder contains inaccurate information or that information has been withheld.

During the validity of the contract, the Insured person must communicate to the Insurer, as soon as possible, any alteration in the factors and circumstances declared in the questionnaire referred to in this article that could aggravate the risk and are of such a nature that, if they had been known to the Insurer when the contract was being drawn up, the latter would not have entered into the contract or would have applied more onerous conditions when doing so.

If ARAG is made aware of the increased risk, it may, within one month, propose a modification of the Contract or proceed to its cancellation.

If there is a reduction in the risk, the Insured is entitled to a proportional reduction in the amount of the premium, with effect from the following annuity.

7. Guarantees covered

In the event of an accident covered by this Policy, as soon as ARAG has been notified following the procedure set forth in Article 11, ARAG shall guarantee the provision of the following services:

7.1 Medical and health care

Up to the limit indicated in the Particular Conditions of the policy, ARAG will meet costs corresponding to the activity of healthcare professionals and to healthcare establishments necessary for the care of an Insured Person who is ill or injured, provided that this treatment has been approved by the Insurer's medical team.

The services expressly include, but are not limited to, the following:

- a) Treatment by emergency medical teams.
 - b) Complementary medical examinations.
 - c) Hospitalisation, treatment and surgical procedures.
 - d) Supply of medication during hospitalisation or refund of its cost for injuries or illnesses not requiring hospitalisation.
- Subsequent payment for those medicines and pharmaceutical costs arising from any process of a chronic nature are excluded from this cover.**

In the event of a medical emergency arising as a result of the unforeseeable complication of a chronic disease, pre-existing or congenital condition, **or an unforeseeable complication during the first 24 weeks of pregnancy**, ARAG will only assume the cost of **immediate emergency treatment during the first 24 hours following admission to a hospital centre**.

The costs covered for this cause may in no case exceed 10% of the sum insured for medical cover.

Except in the event of a proven emergency or force majeure, **it will be the Insurer who will decide, through their medical team, to which medical centre the Insured will be sent, depending on the latter's injury or illness.**

In the case of illnesses or accidents occurring within the scope of the cover contracted, if the Insurer's medical team considers that, in view of the seriousness of the Insured Person's case, **long-term treatment is needed**, ARAG will transfer the Insured to his/her usual place of residence to continue receiving this treatment through the usual healthcare facilities available there. **In the event of the Party Insured not agreeing to the above-mentioned transfer, the Insurer's obligations with regard to payment for the services covered hereunder will cease immediately.**

Long-term treatment will be understood as being any treatment lasting longer than 60 days from the date the diagnosis was made.

Up to the limit indicated in the Particular Conditions of the policy, ARAG will also pay the cost of professional treatment for acute dental problems, understanding as such those which, due to infection or trauma, require emergency treatment.

7.2 Repatriation or medical relocation of injured or sick people

In the event of an accident or illness involving the Insured, ARAG will cover:

- a) The cost of ambulance transfer to the nearest clinic or hospital.
- b) Supervision by its medical team, in liaison with the practitioner who attends to the Insured person who is injured or sick, in order to determine appropriate measures for the best treatment to be followed and the most suitable means for the patient's possible transfer to another, more suitable hospital or to his/her home.
- c) The cost of transferring the injured or ill person, by the most suitable form of transport, to the hospital specified or his/her usual place of residence.

The means of transport used in each case will be decided by the INSURER's Medical Team, according to the urgency and gravity of the case.

Exclusively in Europe, and always according to the criteria of the INSURER's Medical Team, a fully equipped medical aircraft may be used.

If the Insured is admitted to a hospital far from his/her home, ARAG will cover the costs of transferring the patient to his/her normal place of residence in due course.

If the Insured does not have his/her usual residence in Spain, he/she will be taken to the place of departure of the journey in Spain.

7.3 Repatriation or transport of minor children or with disability

If the Insured person who is repatriated or relocated, under the guarantee for "Repatriation or medical relocation of injured or sick persons", is travelling accompanied only by children under the age of 15 or children with disability, ARAG shall organise and cover the cost of a return journey by a stewardess or a person designated by the Insured in order to accompany them back to their home.

7.4 Travel by a relative in the event of hospitalisation

If the state of the ill or injured Insured person requires his/her hospitalisation **for more than five days**, ARAG shall place at the disposal of a relative of the Insured, or of any person he/she may designate, a return ticket by plane (economy class) or train (1st class) to accompany the Insured.

ARAG will also pay, against presentation of the corresponding invoices, the expenses of this person's stay, **up to the limit set in the PARTICULAR CONDITIONS of the policy, for a maximum of 10 days.**

7.5 Convalescence in hotel

If the Insured Person who is sick or injured cannot return to his/her usual place of residence in accordance with a doctor's orders, ARAG will meet the costs of hotel accommodation resulting from the extension of the stay, **up to the limit set in the PARTICULAR CONDITIONS of the policy, for a maximum of 10 days.**

7.6 Repatriation or relocation of the Insured if deceased

In the event of the death of the Insured, ARAG will organise and cover the cost of transporting the body to the place of burial in Spain. These expenses shall be understood to include those of post-mortem conditioning pursuant to the legal requirements.

Burial and funeral ceremony costs are not included.

ARAG will cover travel costs for the other Insured persons to return to their home address, if they cannot do so by the means initially planned.

If the Insured does not have his/her usual residence in Spain, he/she will be taken to the place of departure of the journey in Spain.

7.7 Early return because of the death of a relative:

If the Insured has to interrupt his/her journey because of the death of his/her spouse, an ascendant or descendant to the first degree or a brother or sister, ARAG shall assume the cost of return travel by plane (economy class) or train (1st class), from his/her current location to the place of burial in Spain.

Alternatively, the Insured Person may opt for two plane tickets (economy class) or train tickets (1st class) to his/her normal place of residence.

7.8 Early return due to hospitalisation of a family member

If one of the Insured persons must interrupt the trip because of the admission to hospital of a spouse, ascendant or descendant to the first degree, brother or sister, **as a result of an accident or severe illness that requires hospital admission for a minimum period of five days, and this situation has arisen after the start date of the trip**, ARAG will assume the cost of transport to the person's normal place of residence in Spain.

When one of the Insured needs to return early for this reason, ARAG will also pay for a ticket for the person accompanying the Insured on the same trip, provided that this second person is insured under this policy.

7.9 Transmission of urgent messages

ARAG will transmit any urgent messages concerning the incidents covered by these guarantees if so requested by the Insured.

7.10 Shipment of medication abroad

If the Insured, while abroad, needs a type of medication that he/she cannot purchase in his/her current location, ARAG will locate it and ship it in the fastest way possible in accordance with local laws. **Cases in which the product is no longer manufactured or is not available through the usual distribution channels in Spain are excluded.**

The Insured must refund to the Insurer the cost of the medication, upon presentation of the relevant bill of purchase.

7.11 Defence against criminal liability abroad

ARAG guarantees the Insured's defence against criminal liability, in proceedings brought against him/her in European courts concerning situations in his/her private life arising during the trip covered by this policy.

Acts caused deliberately by the Insured person according to a final court ruling are excluded.

The maximum limit for Costs and Bail under this cover is specified in the Particular Conditions.

Similarly, **and up to the same limit**, ARAG will cover the Insured Party's defence of criminal responsibility in cases that are bought against them in non-EU courts. In order to proceed with said reimbursement, the Insured Party must provide proof of the event that incurred such expenses, in addition to the amounts, by presenting the relevant invoices and receipts.

7.12 Theft of, loss of and damage to luggage

Compensation is guaranteed for damage to or loss of the luggage or personal belongings of the Insured in the event of theft, total or partial loss attributable to the carrier, or damage resulting from fire or acts of aggression occurring in the course of the trip, **up to the limit set in the PARTICULAR CONDITIONS of the policy.**

Cameras and photographic accessories, radio, sound or image recording devices and their accessories are covered up to 50% of the total insured amount for the luggage.

This compensation shall always be additional and complementary to that received from the transport company. In order to claim this compensation, documentary proof that the Insured has received the amount payable by the transport company and a detailed list of the items and their estimated value must be presented.

Petty theft and simple loss by the Insured are excluded, as are jewellery, cash, documents, objects of value and sports and IT equipment.

For the purpose of the aforementioned exclusion, the following definitions apply:

- **Jewellery: objects made from gold, platinum, pearls or precious stones.**
- **Valuable objects: silver objects, paintings and works of art, all types of collections, and furs.**

In the event of theft, payment of compensation is subject to presentation of documentation showing that the incident has been reported to the relevant authorities.

7.13 Late delivery of checked-in luggage

ARAG will cover the purchase of basic commodities made necessary by a delay of 12 hours or more in the delivery of checked-in luggage, up to the limit set in the PARTICULAR CONDITIONS, on presentation of the relevant receipts. This compensation may not accrue, under any circumstances, to the compensation for "Theft of and damage to luggage".

If the delay occurs on the return journey, it will only be covered if the luggage is delivered more than 48 hours after the time of arrival.

To receive payment under this cover, the Insured Person must provide documentary evidence from the carrier of the late delivery and the length of the delay.

7.14 Search for, location and delivery of missing luggage

If luggage is lost on a scheduled flight, ARAG will use all the means at its disposal to locate it, inform the Insured of any new developments regarding the search and, if necessary, deliver it to the Insured free of charge.

8. Exclusions

The guarantees contracted do not include:

- a) Situations brought about voluntarily by the Insured Person or those in which there is fraud or gross negligence by the latter.**
- b) Except as indicated in the section on cover for "MEDICAL AND HEALTH CARE" in these GENERAL CONDITIONS, any conditions, ailments, or illnesses that are chronic, pre-existing, or congenital, and their consequences, when suffered by the Insured before the policy comes into effect.**
- c) Death by suicide or injury or illnesses resulting from attempted suicide or caused intentionally by the Insured to himself/herself, and those derived from criminal activity by the Insured.**
- d) Illnesses or pathological states produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any other drug or substance of similar nature.**
- e) Cosmetic treatment and the supply or replacement of hearing aids, contact lenses, glasses, braces and prostheses in general, as well as any costs arising from births and pregnancies or any type of mental illness.**
- f) Injuries or illnesses arising from the Insured's participation in bets, competitions or sporting events, skiing or the practice of any other type of winter sports or so-called "adventure sports" (including hiking, trekking and similar activities), and the rescue of people at sea or in mountain or desert areas.**

g) Situations that are the direct or indirect result of events caused by nuclear energy, radioactive radiation, natural disasters, warfare, riots or acts of terrorism.

h) The use of a medical plane, except in Europe, countries bordering the Mediterranean and Jordan, and only when considered necessary by the Insurer's medical team.

9. Limits.

ARAG will cover these costs, within the limits established and up to the maximum amount contracted for each case. Events that have the same cause and take place at the same time will be considered to be a single accident.

ARAG will be obliged to pay the compensation, unless the accident has been caused by bad faith of the Insured.

In any guarantees which represent the payment of an amount in cash, ARAG 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 incident. In all cases, ARAG shall pay, within 40 days counting from receipt of the declaration of the incident, the minimum amount of what it may owe, according to the circumstances known to it. If, within three months of the event that gave rise to the claim, ARAG has not paid the compensation for an unjustified cause or one that is attributable to it, the amount of the compensation will be increased by a percentage equivalent to the legal interest rate in force at the aforementioned time, incremented in turn by 50%.

10. Declaration of an accident

If an event occurs that could give rise to provision of the guarantees covered, it is an essential requirement for the Insured Person to contact the emergency telephone service established by ARAG, indicating the name of the Insured, the policy number, the place and phone number of their location, and the type of assistance required. This call may be made reverse-charge.

11. Additional provisions

The Insurer will not assume any obligations in connection to provisions that have not been requested or which have not been carried out with its prior consent, except in duly accredited cases of force majeure.

When, during the providing of services, the direct intervention of ARAG is not possible, the latter is obliged to refund the Insured for the expenses duly accredited that derive from such services, within the maximum term of 40 days after their presentation.

The INSURER reserves the right to request the INSURED to present reasonable proof or documentary evidence for payment of this provision.

12. Subrogation

Up to the amount of the sums paid out in compliance with the obligations derived from this Policy, ARAG is automatically subrogated in the rights and actions that may correspond to the Insured and their heirs, as well as other beneficiaries, against third parties, individuals or companies, as a consequence of the accident that is the reason for the assistance provided.

ARAG is especially entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial replacement of the cost of the tickets not used by the Insured.

13. Limitations

Claims deriving from the insurance contract shall be barred after two years in the case of damage insurance and after five years for personal insurance.

14. Indication

If the contents of this Policy differ from the proposal of insurance or the agreed clauses, the Policyholder may appeal to the Company within the term of one month, counting from the time of delivery of the Policy, in order to correct the existing discrepancy. If no appeal has been made after this period, the conditions included in the Policy will apply.

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 beneficiaries are legal heirs, the inheritance certificate decreed by the competent court will also be necessary.
- 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

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.

SUPPLEMENTARY CIVIL LIABILITY INSURANCE POLICY

DEFINITIONS:

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

Obligations of the Insured: In the event of an accident involving Civil Liability, the Policyholder, the Insured, or their rightful claimants, must not accept, negotiate or reject any claim without express authorisation from the Insurer.

PAYMENT OF COMPENSATION:

a) The Insurer is obliged to pay compensation on completion of the investigations and expert appraisals required to establish the existence of the incident leading to the claim and, where applicable, the amount due. 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 incident, the INSURER has not made reparation for the damage or paid the compensation in cash due, for causes which are not justified or are attributable to the INSURER, the compensation shall be increased by a percentage equivalent to the legal interest rate in force at that time, increased in turn by 50%.

PRIVATE CIVIL LIABILITY INSURANCE POLICY

1. Private civil liability

The Insurer shall assume, **up to the limit indicated in the Particular Conditions and excluding the cases specified in the General Conditions**, any monetary compensation that, while not constituting a personal or supplementary sanction for civil liability, may be required of the Insured pursuant to Articles 1,902 to 1,910 of the Civil Code or similar provisions included in foreign legislation, and which the Insured is obliged to pay as being civilly liable for bodily injury or material damage caused unintentionally to third parties in their persons, animals or belongings.

Within this limit is the payment of the legal fees and expenses as well as the constitution of the legal bonds required from the Insured.

2. EXCLUSIONS

The following are not covered by this Insurance:

- a) Any type of Liability that corresponds to the Insured for the driving of motor vehicles, air vehicles and boats, as well as for the use of firearms.**
- b) Civil Liability derived from situations related to professional or political activity or involvement in trade unions or other associations.**
- c) Fines or sanctions imposed by Courts or authorities of all types.**
- d) Liability as a result of the practice of professional sports and the following modes, even though these are carried out at an amateur level: mountaineering, boxing, bobsleigh, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, archery, yachting, martial arts and motor sports.**
- e) Damage to objects entrusted to the Insured, of any type.**