



**IATI** BACKPACKER  
Travel assistance insurance

# Travel Assistance Insurance

Insurance product information file



ARAG SE, SUCURSAL EN ESPAÑA (DGSFP E0210)

Product: IATI - MOCHILEROS COLECTIVA  
EXTRANJEROS\_2484

This information file offers a brief and incomplete description of the insurance policy. The full precontractual and contractual information will be provided in other documents such as the insurance application and the general conditions and schedule of the insurance policy or certificate. Read all the documents that are provided to you carefully to be fully informed.

## What does this type of insurance consist of?

With this Travel Assistance Insurance, when the Insured Party travels within the covered geographical scope, he/she will be entitled to the different assistance benefits that make up the traveller protection system.



### What does it cover?

The following is a list of the main situations covered depending on the type of insurance and trip contracted:

Guarantees of assistance:

- ✓ Medical and health care
- ✓ Repatriation or transport in the case of injury, illness or death
- ✓ Repatriation of other Insured Parties
- ✓ Travelling expenses for a family member in the event of hospitalisation
- ✓ Accommodation expenses for a family member who has travelled abroad in the case of hospitalisation
- ✓ Convalescence in a hotel
- ✓ Early return due to extraordinary risks
- ✓ Early return due to death or hospitalisation of a relative
- ✓ Early return due to border closure notice or declaration of a state of emergency in the country of origin or destination
- ✓ Loss of keys to the habitual residence
- ✓ Opening and repair of deed boxes and safes
- ✓ Cancellation of cards
- ✓ Search and rescue of the insured party

Luggage:

- ✓ Theft of damage to luggage
- ✓ Delay in the delivery of checked-in luggage
- ✓ Shipment of objects left behind or stolen during the trip
- ✓ Administrative fees for replacement of travel documents

Delays and missed services:

- ✓ Delay in the trip due to departure of transportation
- ✓ Unavoidable trip extension
- ✓ Missed connections due to a delay in the means of transport
- ✓ Failure to board means of transport because of an accident en route
- ✓ Change of services initially contracted
- ✓ Services purchased and not enjoyed due to COVID-19 quarantine

Supplementary personal accident insurance 24h

### What is the insured sum?

There are various sums insured for each of the purchased cover, the details of which are included in the corresponding general conditions and schedule of the policy and insurance certificate.



### What is not insured?

- ✗ The cover ends when the Insured Party has returned to his/her main residence or has been admitted to a health centre located no more than 25 km away from such residence.
- ✗ When the Insured Party is on board any type of land, sea 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 reaches land.

### Are there any restrictions on the cover?



Accidents are not covered, among other situations:

- ! The Insurer will not assume any obligation concerning benefits that have not been requested or that have not been carried out with their previous agreement, except in cases of force majeure or proven material impossibility.
- ! Voluntary acts caused by the Insured Party or in which there is wilful misconduct or gross negligence on the part of the latter.
- ! Events, complaints and illnesses that are chronic or pre-existing, in addition to the consequences thereof suffered by the Insured Party prior to the date of effect of the policy or, where applicable, any suffered prior to the last extension of the insurance.
- ! Death by suicide, or injuries or illnesses resulting from attempted suicide or caused intentionally by the Insured Party to him/herself and all those resulting from criminal acts committed by the Insured Party.
- ! Pathological illnesses or states arising from the consumption of alcohol, psychotropic substances, hallucinogens or any drug or substance of similar nature.
- ! Cosmetic treatment and the supply or replacement of hearing aids, contact lenses, glasses, artificial limbs and prostheses in general, as well as expenses arising from childbirth and pregnancy or any type of mental illness.
- ! Injuries or illnesses resulting from the Insured Party's participation in bets, competitions or sporting events, or the practise of sports and/or adventure activities not expressly covered.
- ! Accidents that take place in countries that, during the trip or travel of the Insured Party, are in a state of war or siege, uprising or warlike conflicts of any kind or nature, even when they have not been officially declared.



## Where am I covered?

- ✓ Optional cover depending on the type of trip and destination:
  - . Spain
  - . Europe
  - . Worldwide



## What are my obligations?

- ✓ Pay the premium according to the conditions set forth in the policy.
- ✓ Declare to ARAG all those circumstances known to him/her that might influence the assessment of the risk, in accordance with the questionnaire he/she shall be asked to complete.
- ✓ Inform ARAG during the validity of the contract of any changes to circumstances declared in the survey that exacerbate the risk.
- ✓ In the event of an incident that may give rise to the provision of a service covered under this policy, the Insured Party must obligatorily inform ARAG via its emergency telephone service, indicating the name of the Insured Party, the policy number, the place and phone number of their location, and the type of assistance needed.
- ✓ Provide information of all kinds about the circumstances and consequences of the accident and use the means at your disposal to lessen the consequences thereof. Pay the premium under the conditions stipulated in the policy.



## When and how must I make payments?

The Policyholder must pay the premium as soon as the contract is formalised. Unless otherwise agreed, it will be a one-time payment. Depending on the agreement with the company, the payment of the premium may be made by direct debit, transfer or card.



## When does cover begin and end?

The term of the insurance cover shall be specified in the General Condition, Schedule or Insurance Certificate.



## How can I terminate the contract?

If the General Conditions establish that the contract is renewed every year, you may object by contacting us in writing at least one month before the renewal date.

Special case: If you purchased your insurance remotely, you can cancel it within the first 14 days by writing to us. However, it is not possible to cancel travel or luggage insurance that lasts less than a month or any other type of insurance that lasts less than 14 days.



## PARTICULAR CONDITIONS

### BACKPACKERS COLLECTIVE INSURANCE POLICY FOR FOREIGNERS TRAVELLERS

**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.

### GUARANTEES

#### **ASSISTANCE COVERAGE**

##### 7.1 MEDICAL AND HEALTH CARE

###### 7.1.1. DENTAL EXPENSES

##### 7.2 REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL

##### 7.3 REPATRIATION OR TRANSPORTATION OF OTHER INSURED PERSONS

##### 7.4 TRAVEL FOR A RELATIVE IN CASE OF HOSPITALISATION

###### 7.4.1 ACCOMMODATION EXPENSES FOR A RELATIVE ABROAD

##### 7.5 CONVALESCENCE IN HOTEL

##### 7.6 REPATRIATION OR TRANSPORTATION OF A DECEASED INSURED PARTY

##### 7.7 EARLY RETURN DUE TO EXTRAORDINARY RISKS

##### 7.8 EARLY RETURN DUE TO THE DEATH OF A RELATIVE

##### 7.9 EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE

##### 7.10 LOSS OF KEYS TO THE HABITUAL RESIDENCE.

##### 7.11 OPENING AND REPAIR OF DEED BOXES AND SAFES

##### 7.12 CANCELLATIONS OF CARDS

##### 7.13 SEARCH AND RESCUE OF THE INSURED PARTY

#### **LUGGAGE COVERAGE**

##### 7.14 THEFT AND DAMAGE TO LUGGAGE

##### 7.15 DELAY IN THE DELIVERY OF CHECKED BAGGAGE

##### 7.16 DELIVERY OF ITEMS THAT HAVE BEEN FORGOTTEN OR STOLEN DURING THE TRIP

##### 7.17 MANAGEMENT EXPENSES FOR LOST OR STOLEN DOCUMENTS

#### **COVERAGE FOR DELAYS AND LOSS OF SERVICES**

##### 7.18 DELAY IN THE TRIP DUE TO DEPARTURE OF TRANSPORTATION

##### 7.19 UNAVOIDABLE TRIP EXTENSION

##### 7.20 MISSING CONNECTING FLIGHTS OR TRANSPORTATION

##### 7.21 MISSING TRANSPORTATION DUE TO ACCIDENTS IN ITINERE

##### 7.22 CHANGES IN SERVICES INITIALLY CONTRACTED

#### **COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE**

##### 24H PERSONAL ACCIDENTS

#### **SUPPLEMENTARY CIVIL LIABILITY INSURANCE POLICY**

##### PRIVATE CIVIL LIABILITY

Europe	Worldwide
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€500000	€500000
€350	€350
100% of the cost	100% of the cost
100% of the cost	100% of the cost
100% of the cost	100% of the cost
€600	€600
€60/day	€60/day
€840	€840 <sup>1</sup>
€60/day	€60/day
100% of the cost	100% of the cost
100% of the cost	100% of the cost
100% of the cost	100% of the cost
100% of the cost	100% of the cost
€90	€90
€90	€90
Included	Included
€15000	€15000

€1500	€1500
€300	€300
Included	Included
€90	€90

€270	€270
€90 every 6h. delay	€90 every 6h. delay
€500	€500
€90	€90
€90	€90
€90	€90

€6000	€6000
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€60000	€60000
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<sup>1</sup> The maximum sum covered under 'Cost of extended hotel stay for the insured' for claims occurring solely and exclusively in Costa Rica is €2,000 (€125 / day).

## PACK COVID

### **Early return due to border closure notice or declaration of a state of emergency in the country of origin or destination**

If any of the Insured parties must interrupt their trip due to the declaration of a State of Alarm or a Border Closure Notice at the place of origin or destination, ARAG will pay for their transport by air (tourist class) or train (1st class) from their location to their home in Spain, provided that they cannot change it for the return trip initially contracted.

### **Services contracted and not enjoyed.**

If, as a consequence of quarantine due to COVID19 and issued by medical prescription, the Insured should lose part of the services initially contracted, such as excursions, accommodation, meals or any other similar circumstance, ARAG will compensate this loss up to a limit of €150, depending on the damage suffered. These circumstances must be verifiable via the presentation of documentation related to the trip reservation.

## **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 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.

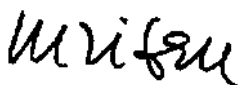
- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

- 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

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer contact details	<a href="mailto:dpo@arag.es">dpo@arag.es</a> 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: <a href="mailto:lop@arag.es">lop@arag.es</a>
Additional Information	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 [lopdp@arag.es](mailto:lopdp@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.



## **GENERAL CONDITIONS**

### **BACKPACKERS COLLECTIVE INSURANCE POLICY FOR FOREIGNERS TRAVELLERS**

#### **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.

#### **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 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, snorkle, 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 40 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, , organised hot-air balloon rides 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 meters of altitude), underwater activities carried out at a depth of more than 40 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.

**The policy can be contracted after the trip has begun. However, in these cases, the coverages guaranteed by that policy will take effect 72 hours after the policy has been taken out.**

**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.**
- e) The expenses claimed from the Insured derived from the use of the hyperbaric chamber arising from the practice of diving, up to a limit of €3,000.

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.**

Likewise, in acute processes with prior comorbidity, in other words in processes covered by this policy that involve the concurrent existence of chronic, congenital or pre-existing illnesses, the maximum limit on medical expenses is established as **10% of the sum insured for the Medical Healthcare guarantee.**

Except in cases of emergency or accredited force majeure, **the Insurer will, through its medical team, decide the medical centre to which the Insured is to be referred, in accordance with the injury or illness suffered thereby.**

In the event of illnesses or accidents occurring within the contracted scope of cover, if the prognosis of the Insurer's medical team indicates that given the seriousness of the case the Insured **requires treatment for more than 14 days**, ARAG could, provided that the medical conditions of the Insured so allow, proceed to transfer the Insured to his/her place of regular residence in be able to receive or, as applicable, continue said treatment from the regular healthcare resources in his/her place of residence. **If the Insured does not accept such a transfer, the obligations of the Insurer would immediately cease with regard to payment for the services covered by this guarantee.**

Likewise, and **up to the limits indicated in the Policy Schedule**, ARAG will cover expenses resulting from the involvement of professionals as a result of acute dental problems, to be understood as those requiring urgent treatment because of infection or trauma.

## 7.2 Repatriation or transportation of the injured or ill

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

- a) The cost of ambulance transfer to the nearest clinic or hospital.
- b) Supervision by its medical team, in liaison with the practitioner attending to the Insured person who is injured or sick, in order to determine appropriate measures for the best treatment to be applied 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 patient to the hospital specified or his/her usual place of residence by the most suitable form of transport.

**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 is not normally resident in Spain, he/she will be repatriated to his/her country of origin.**

## 7.3 Repatriation or transportation of other Insured Parties

When, in application of the "Repatriation or medicalised transport of ill or injured parties" coverage or the "Repatriation or transport of a deceased Insured Party" coverage, one of the Insured Parties has been repatriated or transported due to illness, accident or death, and this prevents their spouse, first-degree ascendants or descendants, siblings or a companion from continuing with the journey by the initially planned means, ARAG will bear the cost of their transport to their usual residence or the place of hospitalisation.

Likewise, if the ill, injured or deceased INSURED PARTY were travelling accompanied only by a child who was also INSURED and under the age of 15 years or disabled, then the INSURER will organise and bear the cost of travel for a person to accompany that child when returning to their usual residence.

## 7.4 Travel for a relative in case of hospitalisation

Should the state of the ill or injured Insured Party require hospitalisation for more than five days, ARAG will provide one of the Insured Party's family members or the person designated by the Insured Party with round-trip plane (economy class) or train (first class) tickets so that they can accompany him/her.

This period will be reduced to 3 days in the case of minors or disabled persons when they are unaccompanied by a relative or their legal guardian.

If hospitalisation occurs abroad, regarding the expenses involved in the companion's stay and upon submission of the corresponding invoices, ARAG will also pay **up to the daily limit set in the POLICY SCHEDULE, and up to a maximum of 10 days.**

## 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.**

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 transportation of a deceased Insured Party

In the event of the death of an Insured Person, the Insurer shall organise and cover the cost of transferring the body to the place of burial. 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.

## 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

If one of the Insured must interrupt the trip because of the admission to hospital of a spouse, ascendant or descendant to the second degree, **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 meet the cost of transport to the person's normal place of residence.

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 Early return due to the death of a relative

If any of the Insured Parties should have to interrupt their trip due to the death of a spouse or of a second-degree ascendant or descendant relative, then ARAG will bear the cost of a round-trip journey, by plane (economy class) or train (first class), from the Insured Party's location to the place of burial.

Alternatively, the Insured Party may opt for two plane tickets (economy class) or train tickets (first class) to their usual residence.

## 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, ARAG will 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

When the hotel in which the Insured is accommodated has charged said person the cost of having to open or repair a safety deposit box that the Insured was using, as a result of the loss of the key, ARAG will pay said cost **on the presentation of the opportune receipts and up to the limit established in the Particular Conditions.**

## 7.12 Cancellation of cards

If bank or non-bank cards issued by companies in Spain are lost or stolen during the trip, ARAG, at the request of the Insured, agrees to request their cancellation, **provided the Insured provides all the information required by the card issuing body to carry out said procedure.**

## 7.13 Search and rescue of the insured party

ARAG guarantees to rescue Insured Persons who are injured, using a helicopter if necessary, **up to the maximum limit established in the Particular Conditions.**

## 7.14 Theft 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.**

**For the purposes of this guarantee, theft will be understood only as robbery involving violence or intimidation directed at people or force applied to things.**

**Personal computers, tablets, hard disk drives, cameras, photographic accessories, stereo equipment, recording equipment for sound or images, as well as accessories for these items, are included up to 50% of the sum insured for the luggage as a whole.**

**This compensation shall always be additional and complementary to that received from the transport company. In order to claim this compensation, a receipt for the amount paid by the transport company must be presented, together with a detailed list of the equipment and its estimated value.**

**Compensation will be determined on the basis of replacement value on the day of the incident, less depreciation for use.**

**In the event of theft, payment of compensation is subject to the incident having been reported to the relevant authorities.**

**The Insurer reserves the right to request the Insured to present reasonable proof or documentary evidence for payment of this provision.**

## EXCLUSIONS APPLICABLE TO COVER FOR THEFT OF AND DAMAGE TO LUGGAGE

**The following are not covered by this guarantee:**

- a) Petty theft, understood as loss taking place due to lack of attention, without the use of violence or intimidation against persons or the use of force against property.
- b) Goods and materials for professional use; jewellery, understood as any type of gold or platinum objects, pearls, or precious stones; cash, banknotes, traveller's checks, stamp collections, deeds of any nature, identity documents, and in general all documents and securities on paper, credit cards, documents recorded on magnetic strips or film; objects of value, understood as silverware, paintings, works of art, and all types of art collections, and fine furs; prostheses, glasses and contact lenses; sports equipment; computer equipment, with the exception of personal computers, tablets, and hard disk drives.
- c) Damage due to normal or natural wear and tear, inherent defects and unsuitable or insufficient packaging. Damage arising from the long-term effects of weather conditions.
- d) Losses resulting from cases when an object, not entrusted to a transport company, has been simply mislaid or forgotten.
- e) Theft occurring during camping or caravan stays on open sites, objects of value being completely excluded in any type of camping.
- f) Damage, loss or theft, resulting from personal effects and belongings being left unsupervised in a public place, or in a location where several occupants have access.
- g) Breakages, unless arising from an accident to the means of transport, simple theft or burglary, armed robbery, fires and their extinction.
- h) Damage caused directly or indirectly by acts of war, civil or military disorder, popular uprisings, strikes, earthquakes and radioactivity.
- i) Damage caused intentionally by the INSURED, or through gross negligence by the latter, and damage brought about by the spillage of liquids contained within the luggage.
- j) All motor vehicles, as well as their parts and accessories.

## 7.15 Delay in the delivery of checked baggage

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 must provide documentary evidence from the carrier of the late delivery and the length of the delay.**

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

ARAG will organise and pay the cost of sending any objects that are stolen and subsequently recovered, or items simply left behind by the Insured, **up to the limit indicated in the PARTICULAR CONDITIONS, provided that the combined value of said items exceeds that amount.**

## 7.17 Management expenses for loss of travel documents

The duly justified costs of processing and issuing replacement documents that the Insured needs because of the loss or theft of credit cards, bank cheques, travellers cheques, petrol cheques, transport tickets, passport or visas during the trip are covered **up to the limit specified in the PARTICULAR CONDITIONS. Damage caused by the loss or theft of the aforementioned objects or their improper use by third parties is not covered by this guarantee and, consequently, does not entitle the Insured to compensation.**

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

ARAG shall refund costs incurred because of the circumstances described in the following paragraph which affect the services contracted by the Insured for his/her trip.

If the departure of the public means of transport chosen by the Insured is delayed **6 hours or more**, ARAG will refund additional accommodation, subsistence and transport costs arising from the delay, against presentation of the relevant invoices or other proof of payment, **up to the maximum amount and duration specified in the PARTICULAR CONDITIONS.**

**Situations of social conflict (such as strikes, lock-outs, demonstrations, sabotage, restriction to free movement of persons, etc.) are excluded, in addition to the cases detailed in Article 8 of the General Exclusions.**

## 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 the public transport chosen by the INSURED is delayed for **4 hours or more** and, as a result of this delay, the planned, confirmed connection with the following means of public transport stated on the ticket is not possible, the INSURER will pay, **up to the limit stipulated in the PARTICULAR CONDITIONS** and on presentation of the relevant receipts and invoices, any additional hotel or subsistence expenses incurred during the delay and the cost of transport necessary to reach the planned destination.

## 7.21 Missing transportation due to accidents suffered in itinere

If, because of an accident involving the public or private means of transport chosen by the INSURED to travel to the airport, port, or bus or railway station where the trip is to begin, he/she misses the means of public transport that is planned, confirmed and specified on the ticket, the INSURER will pay, **up to the limit stipulated in the PARTICULAR CONDITIONS and on presentation of the corresponding receipts and invoices**, any additional hotel, subsistence and transport costs incurred until he/she is able to make the connection with the next stage of the trip.

**These guarantees cannot be cumulative or complementary, as, once the first cause of compensation for delay has taken**

place, the others are voided, provided that their cause is the same.

The costs covered by these guarantees refer, in all cases, to those incurred in the place where the delay takes place.

In cases where the Policy guarantees such compensation payments, the actions and rights of the INSURED will be subrogated to the INSURER, up to the limit of the amount paid, so that the latter may lodge a corresponding claim against those responsible for the delays occurring or any change to the category of hotel reserved.

## 7.22 Changes in the services initially contracted

In the event of overbooking or last-minute cancellation of airline seats beyond the control of the agency, ARAG shall provide compensation, upon submission of the appropriate receipts and invoices, in accordance with the following scale:

\* Departure of alternative transport which was not planned: **ARAG shall provide compensation up to the amount and time limit established in the PARTICULAR CONDITIONS of the policy.**

In the case of cancellation due to strike or social conflict, the maximum limit per incident is 6,000 euros.

## 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 Early return 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.consorseguros.es](http://www.consorseguros.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.