

Select

Multi-assistance Travel Insurance

Terms & Conditions

ERV-SELECT_V012018_1017_ENG

This Insurance Contract shall be subject to the clauses of the Policy Schedule, and the General, Particular and Special Terms and Conditions of the contract, as applicable, in accordance with the provisions of Act 50/1980, of 8 October, on Insurance Contracts, the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Act 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the Policy period.

DEFINITIONS:

In this contract, the following terms have the following definitions:

- **INSURER:** ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Branch in Spain, with address at Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid), which assumes the contractually agreed risk; this entity is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 531 17 Bonn (Germany) and the General Directorate of Insurance and Pension Funds of the Ministry of Economy of Spain, in respect of accepted market practices.
 - **POLICYHOLDER:** The natural or legal person that, in addition to the INSURERS, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.
 - **INSURED:** Each of the physical persons for whom the insurance is provided and who are listed in the Policy Schedule under this heading. **For the purposes of the Annual Family policy mode, the INSURED shall refer to all the persons with family ties and who live in the same family home.**
 - **FAMILY MEMBERS:** The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.
 - **INSURED'S ADDRESS:** The Insured's place of residence in Spain, except when the policy is contracted for incoming journeys.
 - **BENEFICIARY:** The natural or legal person that, following the previous assignment of rights by the INSURED, has the right to receive the indemnity.
 - **TRIP (Temporary Modality):** The word "trip" refers to any travel or journey undertaken by the INSURED, away from the INSURED'S habitual place of residence, as of the moment at which the INSURED leaves and lasting until the INSURED returns, after the journey.
(Annual Modality): The word "trip" refers to any travel or journey undertaken by the INSURED away from their residence, from the moment that they leave and until they return although the periods that the INSURED may spend at their own address during the period of cover, will not be considered as part of the trip.
 - **INCOMING:** Any type of travel when the destination is Spain, when the Insured's habitual place of residence is abroad.
For the purposes of the provisions of the covers and the indemnity limits described in each provision, the insured's address is the habitual places of residence in the different countries of origin, which means that, provided that the word Spain appears, this will be understood as the INSURED'S country of origin. The assistance covers will be valid only at a distance of more than 30 kilometres from the INSURED'S normal place of residence or address, in their country of origin.
Insured of more than 70 years of age are not covered under the ACCIDENTS and ASSISTANCE guarantees. This exclusion may, however, be deleted provided the corresponding additional premium is paid.
 - **LUGGAGE:** All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport.
 - **FIRST RISK INSURANCE:** The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.
 - **DEDUCTIBLE:** The amount, percentage or any other sum contracted under the Policy that the INSURED must pay and which will be deducted from the indemnity paid by the INSURERS in each claim.
 - **SPORTS ACTIVITIES:** For the purposes of this policy, depending on the level of risk, the practice of sports shall be categorised in the appropriate groups, as described below:
 - Group A:** athletics, fitness activities, bicycle touring, curling, hiking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, paddle surfing, fishing, snowshoeing, segway, hiking, snorkelling, trekking below 2,000 meters and other similar activities.
 - Group B:** mountain biking, shooting sports / small game hunting, cross country skiing, jet skiing, riding snowmobiles, sailing, paintball, skating, canoeing, crossing rope bridges, wall climbing, trips in 4x4 vehicles, survival, surfing and windsurfing, zip lining, trekking between 2,000 and 3,000 meters, sledging at ski resorts, dog sledging (mushing), horse riding and other similar activities.
 - Group C:** airsoft, canyoning, diving and underwater activities at a depth of less than 20 meters, bouldering up to a height of 8 metres, horse riding, trekking between 3,000 and 5,000 meters of altitude, climbing, fencing, potholing up to a depth of 150 meters, water skiing, fly surfing, hydrobob, riverboarding, kite surfing, canoeing, white-water rafting, deep-water soloing up to a height of 8 meters, quads, rafting, abseiling, bungee jumping and other similar activities.
 - Group D:** activities carried out at a depth of more than 5,000 meters, underwater activities at a depth of more than 20 metres, martial arts, aeronautical ascents or trips, big wall climbing, bobsleighting, boxing, high-speed or endurance racing, big game hunting, track cycling, road cycling, cyclo-cross cycling, combat sports, motorcycle sports, alpine climbing, traditional climbing, free solo climbing, ice climbing, sports schools and associations, cave diving, potholing at a depth of over 150 metres, potholing in virgin potholes, winter sports, speedboating, luge, polo, rugby, trial, skeleton and, in any case, **the professional practice of sports.**
- In no case shall this policy cover the activities in group D or participation in official or private sports competitions, tests and bets.**
For the purposes of this policy, the term "competition" shall be defined as any time that a sports activity is conducted within the framework of an act or event that is organized by a person other than the POLICYHOLDER and / or the INSURED PARTY.
- **PREEXISTING DISEASE:** A disease that, prior to the contracting of the insurance and/or the date of commencement of the trip, was diagnosed, under treatment, under study even though no definitive diagnosis has been reached, or because of its characteristics or symptoms, could not have gone unnoticed.

- **ACCIDENT:** An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or in death.
- **PERMANENT DISABILITY:** Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these General Conditions, to the extent that the medical experts assigned to the case in accordance with the law do not believe that recovery is likely.
- **TRIP ANNULMENT:** For the purposes of this policy, "trip annulment" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.
- **TRIP CANCELLATION:** For the purposes of this policy, "trip cancellation" refers to the decision of the organisers or any of the organiser's providers, to not provide the contracted services, prior to the agreed outbound date, for any reason not attributable to the INSURED.
- **EPIDEMIC:** Illness that spreads at the same time and within a same country or region to a large number of people.
- **PANDEMIC:** Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.
- **PREMIUM:** The price of the insurance. It will include the legally applicable taxes.
- **SUM INSURED:** The amount stipulated in the General Conditions and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURERS for all the claims during the period of the policy.

GENERAL INSURANCE REGULATIONS

1. TERRITORIAL SCOPE

The covers provided under this insurance are in force throughout the world, and are valid for some countries or for others according to the option indicated in the Particular Conditions.

For the purposes of this contract, the countries bordering the Mediterranean will be treated the same as European countries: Morocco, Algeria, Tunisia, Libya, Egypt, Jordan, Israel, Palestine, Lebanon, Syria, Cyprus and Turkey.

The assistance covers, as well as the ancillary legal protection, will only be valid as of a distance of more than 30 kilometres from the INSURED'S habitual place of residence –except in the Balearic Islands and the Canary Isles, where the distance will be more than 15 kilometres-.

2. EFFECT OF THE CONTRACT

- a) Trip Annulment/Cancellation Costs: These covers must be contracted between the original trip reservation and the confirmation of the reservation and will expire at the moment in which the trip begins. It may also be contracted after the booking confirmation, **in which case an exclusion period of 72 hours, counting from the date on which the insurance is contracted, will apply.**
- b) Rest of the covers: This contract will come into force at 00:00 hours of the date stated in the Particular Conditions as the date of the trip, and will expire at 24:00 hours of the date stated in the Particular Conditions. **If the insurance policy has been taken out once the trip has started, a 72 hours of waiting period will be applied from the issue date, and the covers regarding Luggage – Material loss, will have no effect**
The INSURED or the CONTRACTING POLICYHOLDER must have paid the corresponding premium for the covers to come into force; the INSURED'S address will be used for payment purposes. **The premium will be non-returnable once any of the covers provided under the policy comes into force.**

3. MODALITIES AND DURATION OF THE CONTRACT

The policy may be contracted in one of two different modalities:

- a) Temporary Modality: The duration of the cover, expressed in the number of consecutive days and up to a maximum of 365 days, will be chosen by the INSURED and stated in the Particular Conditions by means of the Rate Code.
- b) Annual Modality: The period of cover will be annual, as determined in the Particular Conditions by means of the Rate Code.

If, two months before the expiry of the annual period, neither of the parties notifies the other of their intention to rescind the contract by registered post, the contract will be understood to have been tacitly renewed for a further one-year period, and so on thereafter. For the POLICYHOLDER, this period for notifying the INSURER shall be reduced to one month.

The Annual Modality (tariff codes 108, 118, 128, 109, 119 and 129) will not cover stays lasting more than 90 consecutive days. Trips of this type must be contracted under the Temporary Modality.

4. TRIPS TO RISK AREAS / WAR ZONES

Claims for personal injuries or material damage occurring in areas for which there is an existing no-travel recommendation issued by the Spanish Ministry of Foreign Affairs (due to acts of terrorism or natural disasters, for example) at the time that the INSURED enter the area **are not covered**. If the recommendation is issued once the INSURED are already at the destination, **the insurance will cover such claims for an extended period of 14 days**, as of the date on which the warning is issued. During this period, the INSURER must be notified of the situation and the INSURED must decide whether they want to leave the area or agree to a policy amendment, which may establish new terms and conditions, as per the INSURER criteria.

5. INTERNATIONAL SANCTIONS AND EMBARGOS

The cover provided by the insurance, the indemnity payments and/or the provision of services are guaranteed only and exclusively insofar as such elements are not in conflict with any economic, trade or financial sanction, or embargos, imposed by the European Union or by Spain, that are directly applicable to the contracting parties. This applies likewise to cases involving any trade, economic or financial sanction and/or embargo imposed by the United States of America in respect of North Korea, Crimea and Syria, to the extent that such sanctions are not in conflict with the legislative provisions of the European Union or Spain.

6. SPORTS ACTIVITIES

Sports activities do not fall within the scope of this insurance. This limitation may be revoked through the payment of the corresponding additional premium. In any case, the insurance will not cover any sports activities that are commonly considered dangerous or high-risk.

7. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURER will be subrogated the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

8. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the INSURED'S residence in Spain. If the INSURED have no residence in Spain, the applicable jurisdiction will be that of the Courts and Tribunals of Madrid.

9. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by phone with charge to the Insurer, subject to the presentation of the corresponding invoices. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

9.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip covered by the insurance, as soon as any of the causes that could result in the reimbursement of the trip cancellation costs occur, in accordance with the stipulations of the Trip Annulment Costs cover.
- c) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, AS OF the date on which they learn of the loss; the INSURER may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURER learnt of the occurrence of the loss through any other means.
- d) The INSURED must provide all relevant evidence that the INSURER may reasonably demand concerning the circumstances and consequences of the claim, so that the covers guaranteed under the policy terms and conditions can be effectively provided.
- e) The INSURED must immediately ask the corresponding authorities or supervisors - station managers, qualified airline, shipping or transport representatives, Hotel Managers, etc - to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record, which must be sent to the INSURER.
- f) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors and medics that have attended them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURER will not be able to use the information obtained for any purpose other than that mentioned above.
- g) If the INSURER establish a payment guarantee to a third party, and it is subsequently found that the expenses for which the guarantee was established are not covered by the insurance, the INSURED must reimburse the INSURER in the full amount within a maximum period of 30 days from the date on which the INSURERS issue their demand for the same.
- h) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authorities of the place in question and substantiate the theft to the INSURERS.
If the stolen items are recovered before the indemnity is paid, the INSURED must collect the items and the INSURERS will only be liable to pay for the damage incurred.
- i) The INSURED must attach a document substantiating the occurrence of the loss and any invoices for expenses incurred to all claims for Delays.
- j) In the event of a General Liability claim, the POLICYHOLDER, the INSURED or their legal representatives may not accept, negotiate or reject any claim without the INSURER express authorisation.
- k) In the event of trip annulment or cancellation, the INSURED must provide the documents accrediting or substantiating the annulment or cancellation, along with the invoices or bills substantiating the costs.

9.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question.
- b) **The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or governmental circumstances of a determined country.** In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be paid upon their return to Spain or, if necessary, once the Insured is in a country where it is possible, the costs that they have incurred and that are covered, will be paid upon the presentation of the corresponding substantiating documents.
- c) **The medical assistance and medical transport operations may only be undertaken after the doctor attending the INSURED has reached an agreement with the INSURERS' medical team. The cover of this Policy does not extend, except in emergency or force majeure accredited cases, to those medical or transportation benefits that the INSURED decided unilaterally appropriate to request and receive by personal choice, without the authorization or knowledge of the INSURER.**
- d) If the INSURED have the right to be reimbursed for a part of a travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the INSURERS. Likewise, where the cost of transporting the insured persons is concerned, the INSURERS will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the insureds.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may be entitled to, and the INSURED are obliged to follow all the required procedures in order to recover these expenses from the corresponding entities and to return any amounts advanced by the INSURERS, to the INSURERS.

9.3. Loss appraisal or disagreement on the evaluation of the degree of incapacity

- a) The indemnity for material damage will be based on the value of replacing the damaged element as at the date of the loss, minus the corresponding depreciation for wear and tear. In the case of the cover for Trip Annulment Costs, the indemnity will be based on the value of the annulment as at the date of the loss.
- b) If the parties reach an agreement on the amount and form of indemnity, the INSURERS must pay the agreed amount. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

9.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties is reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interest for the preceding period.
- c) In order to receive the indemnity for cases of death or permanent disability, the INSURED or the BENEFICIARIES must send the INSURERS the following substantiating documents, as applicable:
 - c.1. In the event of death:
 - Death Certificate.
 - Last Will Certificate from the Registry Office.
 - Testament, if applicable.
 - Testator's certificate stating whether the testament names the beneficiaries of the insurance.
 - Document certifying the identities of the beneficiaries and the testator.
 - If the beneficiaries are the legal inheritors, the Writ on the Declaration of Inheritors from the corresponding Court must likewise be provided.
 - Letter on the exemption from Inheritance Tax or the settlement, if applicable, duly filled out by the authorising Administrative Body.
 - Tax Identification Document.
 - Report issued by the Coroner or the Proceedings of the Corresponding Legal Authority.
 - c.2 Permanent Incapacity.
 - Medical incapacity certificate stating the type of disability resulting from the accident.
- d) For the payment or reimbursement of the trip annulment costs, the following documents must be presented:
 - Particular conditions of the insurance.
 - Medical certificate stating the exact nature of the illness or injuries and the date on which they began/were sustained and recording the impossibility of undertaking the journey.
 - Medical death certificate, if applicable.
 - Invoice paid for the annulment costs.
 - Invoice substantiating the cost of the holiday.
 - Inscription or booking document, or photocopy of the ticket.
 - National ID Document or equivalent/similar.
 - And, in general, any document that demonstrates the nature, circumstances and extent of the loss.

9.5. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerate the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the insured elements, using false or misleading substantiating documents or any other fraudulent means, the INSURED will lose all rights to indemnity for the loss.

COVERS

1. LUGGAGE

1.1. Material loss.

The INSURERS cover, up to the amount stipulated in the Particular Conditions and subject to the exclusions stated in these General Conditions, the payment of the indemnity corresponding to material loss affecting the INSURED'S luggage, during the trips or stays taken outside the INSURED'S habitual place of residence, as a consequence of:

- Theft (for these purposes, theft is understood solely as robbery occurring through violence or the threat of violence or intimidation towards people or the use of force on objects).
- Defects or damage caused directly by fire or theft.
- Defects and definitive, total or partial loss caused by the transport company.

In cases of stays out of the habitual place of residence lasting more than 90 consecutive days, the luggage will only be covered during the outbound and return journeys from/to Spain.

Valuables are covered up to 50% of the sum insured on the total luggage. The term "valuables" refers to jewellery, watches, precious metals, furs, paintings, works of art, silver and precious metalwork, unique objects, mobile telephones and their accessories, photo and video cameras and their accessories, radios, sound and image content and reproduction media, as well as their accessories, computer information or material of all types, prototypes and remote-controlled/guided accessories, rifles, including their optical accessories and medical devices.

Furs and jewellery are covered only against theft and only when they have been placed in the hotel's safe or when the INSURED are carrying them with them.

Luggage left in vehicles is only INSURED if it is inside the boot and the boot is locked. Between 22:00 hours and 06:00 hours, the vehicle must be parked in a closed car park, with a security guard service; this limitation does not apply to vehicles entrusted to a transport company.

Valuables left inside the boot of a vehicle are only covered when the vehicle is located in a garage or car park with a security guard service.

- The pro rata condition of average is expressly deleted in respect of claims under this cover, which will be paid at first risk.

1.2. Delays in delivery

Likewise, subject to the presentation of invoices, the insurance covers purchases of essential items, with proof of payment, as a result of a delay of 24 hours or more in the delivery of the luggage that has been checked-in, regardless of the cause, up to the limit established in the Particular Conditions.

In the event that the delay occurs during the return journey, it will only be covered if the luggage is delayed by more than 48 hours, after the arrival.

In no event will this indemnity be in addition to the basic insurance indemnity (1.1. Material loss).

1.3. Processing costs incurred as a result of loss of documents

The substantiated costs incurred by the INSURED during the trip in order to replace credit cards, bank cheques, travel cheques, fuel cheques, travel tickets, passports or visas, due to loss or theft of the same during the trip or stay outside the habitual place of residence, are covered up to the limit established in the Particular Conditions.

The damage derived from the loss or theft of the abovementioned documents or their unlawful use by third parties is not covered under this guarantee and therefore no indemnity shall be paid in respect of the same; the same applies to the extra expenses incurred that are not directly related to replacing such documents.

1.4 Forcing open and repairing cases and safes.

The costs incurred in forcing open and repairing cases and safes, reserved in a hotel, due to the loss of the corresponding keys, are covered, provided they are duly substantiated and up to the limit established in the Particular Conditions.

1.5 Loss of keys to the habitual place of residence.

If, as a consequence of the loss, theft or simple misplacement of keys to the INSURED'S habitual place of residence, during the trip covered by this policy, the INSURED need to use the services of a locksmith to enter their home upon returning from the trip in question, the INSURERS will pay the costs incurred, subject to the presentation of the corresponding invoice, up to the limit stipulated in the Particular Conditions.

EXCLUSIONS

This cover does not extend to:

- a) The stocks and materials for professional use, coins, bank notes, travel tickets, stamp collections, titles of any type, ID documents and, in general, any documents and/or valuable titles, credit cards, tapes and/or discs with memory, documents registered in magnetic strips or films, professional collections and materials, prostheses, glasses and contact lenses. For these purposes, personal computers will not be considered as professional material.
- b) Theft, unless it occurs inside the hotel rooms or apartment when these are locked (for these purposes, theft is understood as robberies occurring as a result of the INSURED'S inattentiveness, without the circumstance of personal violence or intimidation towards people or the application of force on objects).
- c) The damage due to normal or natural wear and tear, inherent vice and/or inadequate or insufficient packaging. The damage due to gradual deterioration caused by the effects of the weather.
- d) The loss resulting from the simple misplacement of an element or as a result of forgetfulness, unless the element was entrusted to a transport company.
- e) Theft occurring during any camping exercise or when staying in a caravan, in the open-air; all valuables are completely excluded if lost during any form of camping whatsoever.
- f) The damage, loss or theft, resulting from the valuables and personal possessions being left in a public or unsecured place or in a place accessible to various occupants.
- g) Injuries, unless they are the result of an accident caused during travel, resulting from simple theft or theft with forced entry, armed aggression, fire or the attempt to extinguish a fire.
- h) Damage or loss caused directly or indirectly by war, civil or military upheavals, popular rebellion, strikes, earthquakes, pandemics and radioactivity.
- i) Damage caused intentionally by the INSURED or due to severe negligence by the INSURED and the damage caused by leaks of liquid contained inside the luggage.
- j) All powered vehicles, including their parts and accessories.

2. DELAYS

2.1. Delay in the means of transport used for the outbound trip.

When the outbound trip of the public transportation method chosen by the INSURED is delayed by a minimum of 6 hours, the INSURERS will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and transport, as a consequence of the delay, with the temporal and economic limits established in the Particular Conditions.

2.2. Cancellation of the outbound trip on the means of transport due to a strike

When the outbound trip on the public means of transport chosen by the INSURED is cancelled due to a strike or to social conflict, the INSURERS will pay, up to the limit established in the Particular Conditions, the extra expenses incurred by the INSURED in order to return to their residence.

2.3. Loss of connections due to delays in the means of transport

If the means of public transport is delayed due to a technical fault, strikes, inclement weather conditions or natural disaster, intervention of the authorities or any other persons employing force, and as a consequence of said delays it is impossible for the INSURED to make the connection with the next public means of transport that was reserved, fixed and established in the ticket, the INSURER will pay the food and accommodation costs incurred whilst waiting, subject to the presentation of the substantiating documents and up to the limit established in the Particular Conditions.

2.4. Loss of means of transport due to accident "in itinere"

If, as a result of an accident involving the private or public means of transport used by the INSURED to travel to the airport, seaport, train or bus station, to undertake the trip, the INSURED miss the foreseen collective means of transport, the INSURERS will pay, up to the limit established in the Particular Conditions, the costs incurred during the time required to obtain the connection with the next means of transport.

2.5. Denial of boarding (Over Booking)

If, as a consequence of the transport company selling a greater number of places than are actually available, the INSURED are denied boarding against the INSURED'S will, and therefore, the INSURED suffer a delay of more than 6 hours in which they are unable to use the transport, the INSURER will pay, subject to presentation of the corresponding invoices and up to the limit established in the Particular Conditions, the substantiated food and accommodation costs incurred whilst waiting for the next means of transport.

2.6 Delay in the arrival of the means of transport during the trip.

If the public means of transport chosen by the Insured arrives more than 3 hours later than expected, the INSURERS will indemnify the unforeseen and substantiated costs incurred by this delay, in continuing or concluding the journey, provided that these expenses have not been reimbursed by the transport company responsible for the delay, up to the limit established in the Particular Conditions.

These covers do not accumulate or add to each other, since as soon as the first cause of indemnity for the delay has occurred the rest will be eliminated, provided they have the same root cause.

In any case, the costs guaranteed under these covers refer to those incurred at the place where the delay occurs.

2.7. Alternative means of transport due to loss of connection.

If the public means of transport is delayed or cancelled due to a technical fault, strike or social conflict, adverse weather conditions, natural disasters, extraordinary natural phenomena or the intervention of the authorities or other persons using force, and as a consequence it is impossible for the INSURED to reach the connection for continuing the journey, as determined in the travel ticket, the INSURERS will pay the transportation costs incurred in returning to the place of origin or the use of alternative means of transport to reach the final destination, up to the limit established in the Particular Conditions.

2.8. Loss of contracted services.

If the public means of transport is delayed or cancelled due to a technical fault, strike or social conflict, adverse weather conditions, natural disasters, extraordinary natural phenomena or the intervention of the authorities or other persons using force, and as a consequence the INSURED are unable to use the initially contracted services, such as guided tours, visits to countries, accommodation, meals or any other similar event, the INSURERS will indemnify the INSURED for this loss up to the limit established in the Particular Conditions.

2.9. Extension of the trip.

If the INSURED are forced to stop the trip and remain in a place due to adverse weather conditions, natural disasters, extraordinary natural phenomena, the intervention of the authorities, war, terrorism, popular uprisings or social unrest, the INSURERS will pay the costs incurred by this situation, up to the limit established in the Particular Conditions.

If this situation persists after the policy's coverage period expires, all the covers will remain in force for a further five-day period.

2.10. Costs in rest areas.

If the means of public transport chosen by the INSURED is delayed by more than 6 hours, or the INSURED lose their connection with the next means of public transport as fixed and pre-arranged in the ticket, as a result of a delay in the arrival of the first vehicle, due to a technical fault, bad weather conditions or natural disasters, forceful intervention by the authorities or other persons, the INSURERS will pay the INSURED, up to the limit established in the Particular Conditions, the costs incurred during their wait whilst using services in the rest area of the premises where they were to board the means of transport (Wi-Fi areas, projection room, hairdressing, spas, massages or similar).

3. ACCIDENTS

3.1. Accidents during the trip

The INSURERS guarantee, up to the limit established in the Particular Conditions and subject to the exclusions stipulated in these General Conditions, the payment of the indemnities that, in the event of death or permanent disability, may correspond as a consequence of the accidents suffered by the INSURED during the trips and stays outside their habitual place of residence.

Cover does not extend to persons over 70; minors under 14 are only covered for death up to the limit of € 3,000, or the limit established in the Particular Conditions if this is less, and for burial costs and for the risk of Permanent Incapacity, up to the sum established in the Particular Conditions.

The indemnity limit is established as follows:

- a) In the event of death.
When it is proven that the immediate death or the death occurring during the period of one year as of the occurrence of the loss, is the consequence of an accident covered by the policy, the INSURERS will pay the amount stipulated in the Particular Conditions.
If, after an indemnity for permanent disability has been paid, the INSURED were to die as a consequence of that same accident, the INSURERS will pay the difference between the amount paid for the incapacity and the amount insured for death, when the abovementioned amount is higher.
- b) In the event of permanent disability.
The INSURERS will pay the total sum insured, if the incapacity is complete, or a part proportional to the degree of disability, if this disability is partial.

For the purposes of evaluating the corresponding degree of disability, the following scheme will be followed:

b.1. Loss of or inability to use both arms or both hands, or one arm and one leg, or one hand and one foot, or both legs, or both feet, total blindness, complete paralysis

or any other injury that will incapacitate the affected party for the purposes of working 100%

b.2. Total disability or loss of:

▪ An arm or a hand	60%
▪ A leg or a foot	50%
▪ Complete deafness	40%
▪ Movement in the thumb or index finger of the hand	40%
▪ Loss of sight in one eye	30%
▪ Loss of thumb	20%
▪ Loss of index finger	15%
▪ Deafness in one ear	10%
▪ Loss of any other finger	5%

In any cases not referred to above, such as partial losses, the degree of disability will be stipulated in proportion to its severity in comparison with the types of disability listed above. In no event may it exceed total and permanent disability.

- The degree of disability must be definitively established within a year as of the date of the accident.
- For the purposes of appraising the effective disability of an affected limb or organ, the INSURED'S professional situation will not be taken into account.
- If, before an accident, the INSURED already had some form of injury or disability, the disability caused by the accident in question will not be classified as having a greater degree of severity to that which would result if the victim were not to have any form of previous injury or disability.
- Total and permanent functional inability in a limb is considered as the total loss of the same.

Beneficiaries:

In the event of permanent disability, due to an accident, the INSURED will be the beneficiary of the insurance.

In the event of the death of the INSURED, due to an accident, and in the absence of express designation by this person, the exclusive order of presence set out below shall govern:

1. Spouse not legally separated or the civil partner. The existence of a civil partner shall be established by certification of the entry in any of the specific registries that exist in the autonomous regions or councils in the place of residence or through a public document attesting the establishment of this partnership.
2. Children or descendants, natural or adopted, as well as those children who are under the protection of the INSURED in pre-adoptive foster care, all of them equally.
3. Parents or ascendants equally.
4. Siblings equally.
5. Legal heirs.

Therefore, it is expressly agreed that the POLICYHOLDER waives the right to designate the beneficiary for the receipt of the benefits from this contract, permanently granting this with all its powers to those Insured under this policy.

By this very fact, the revocation of the designation of beneficiaries, previously made, will correspond to those Insured.

The Policyholder hereby declares that they are expressly aware that **the maximum indemnity for a loss will in no case exceed € 3,000,000.00**, regardless of the number of affected insured.

3.2. Search and salvage costs.

In the event of an accident covered by the guarantees of this insurance, which also results in a search, rescue, transportation or repatriation expenses of the INSURED, by the civil, military or rescue agencies alerted to this effect, the INSURER will reimburse the expenses up to the limit established in the Particular Conditions.

If due to seriousness of the situation, an helicopter is required to evacuate the INSURED, the INSURER will reimburse the expenses incurred, upon the presentation of the corresponding invoices, up to the limit established in the Particular Conditions, with a maximum of 3,000€. Under no circumstances will this amount be in addition to the amount established for this coverage.

If this policy has been taken out to practice any of the activities of Group B or C (see section DEFINITIONS / SPORTS ACTIVITIES), with the corresponding extra-premium, it will be requirement and necessary condition that the sport activity has been carried out in a responsible way and under the tutelage of a local company, with duly accredited guides or monitors accompanying the INSURED during the practice of the mention sport activity.

An exception for this obligation is made for practice of the ski, whenever it is carried out inside the tracks conditioned in the ski station.

3.3. Reimbursement of lump sum and ski classes.

If the Insured has an accident covered by the guarantees of the insurance, forcing the Insured to interrupt their stay or take bed rest under substantiated doctor's orders, the INSURER shall indemnify the daily cost, up to the limits established in the Policy Schedule, in a lump sum, for the monetary loss sustained due to non-use of mechanical ski lifts and non-attendance to ski classes during the time in which the INSURED were unable to practice this sport.

EXCLUSIONS

This cover does not extend to:

- a) Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, substance-dependence, illnesses affecting the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness that reduces the physical or psychological capacity of the INSURED.
- b) Personal injuries that occur as a consequence of participation in criminal activities, provocations, fights (except in the case of legitimate defence) and duels, imprudent actions, bets or any risky or reckless activity and the accidents suffered as a consequence of war, even if it has not been officially declared, social upheavals, pandemics, earthquakes, flooding and volcanic eruptions, acts of terrorism and, in general, all accidents which, due to their cause, would fall under the purview of the Insurance Compensation Consortium.
- c) Illnesses, hernias, lumbago, heart attacks, intestinal obstructions, complications involving varicose veins, poisoning or infections whose direct and exclusive cause is not an injury covered under the insurance policy. The consequences of surgical operations or unnecessary treatments for curing the accidents suffered and those corresponding to a person's personal care.
- d) The accidents that result from the practice of the sports activities listed in groups C and D of the DEFINITIONS section.
- e) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- f) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic with no physical effort required or intellectual nature.
- g) Any person who causes a loss intentionally will be excluded from benefiting from the covers provided by this policy.
- h) Events that aggravate an accident that occurred before the formalisation of the policy are not insured.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

Subject to the INSURER'S prior authorisation and the payment of the corresponding additional premium to be agreed, exclusion d) may be partially deleted, extending the cover of this insurance to the sports activities in Group C.

3.4. Accidents in the means of transport.

The insurance will exclusively cover the indemnity corresponding to the INSURED if they die as a consequence of:

- a) An accident in the means of public transport: aeroplane, a boat with regular service or a train or bus with regular service, in which they are travelling as a passenger, including the act of getting on or off these means of transport.
The insurance does not cover people that travel in private rented aeroplanes or aeroplanes with only one engine (whether propeller-powered aeroplanes, turboprop aeroplanes, jets, etc) or in cruise ships.

- b) An accident as a passenger in any form of public transport (taxi, rented car with a driver, tram, bus, train or suburban train) during the direct route between the point of departure or arrival (home/hotel, etc) and the transport terminal (station, airport, seaport, etc).

Minors under 14 years of age will only be covered for the risk of death up to the sum of € 3,000.00 or the limit established in the Particular Conditions if this is less, for the burial costs.

There is no coverage for trips lasting more than 45 consecutive days, associated to one single ticket or transport document.

The POLICYHOLDER expressly accepts that the maximum indemnity in the event of a claim will be € 6,000,000.00 regardless the number of the affected insured persons

CLAUSE ON THE INDEMNITIES PAID BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE.

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29th October, and modified by Law 12/2006, of 16th May, the policyholder of an insurance contract of those that must by law incorporate a surcharge for the abovementioned Public Corporate Body, has the right to contract cover for extraordinary risks with any Insurer that fulfils the requirements established in the legislation in force.

The indemnities derived from losses caused by extraordinary events in Spain that affect the risks situated therein, as well as those occurring abroad when the insured's habitual place of residence is in Spain, will be paid by the Insurance Compensation Consortium, provided the policyholder has made the corresponding additional payments to this body and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurers.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurers cannot be fulfilled because the insurance company has been declared bankrupt by a court or subject to a process of audited settlement or absorbed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will proceed as stipulated in the abovementioned Legal Statute of Law 50/1980, of 8th October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20th February and in all other applicable regulations.

SUMMARY OF THE LEGAL REGULATIONS

1. Covered extraordinary events.

- a) The following risks of nature: earthquakes and seaquakes, extraordinary flooding (including coastal storms), volcanic eruptions, atypical cyclonic tempests (including extraordinary wind storms with speeds of more than 135 km/h and tornados) and meteorite impacts.
- b) Violent events resulting from terrorism, rebellion, sedition, mutiny and social upheaval.
- c) Events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

2. Excluded risks.

- a) Those that would not be indemnified according to the Law on Insurance Contracts.
- b) The risks affecting people insured with insurance contracts not legally requiring an additional payment to the Insurance Compensation Consortium.
- c) Those caused by armed conflicts, even if no official declaration of war has been made.
- d) Those derived from nuclear energy, notwithstanding the provisions of Law 25/1964, of 29th April on nuclear energy.
- e) The risks caused by natural phenomena other than those stated in article 1 of the Regulations on Extraordinary Risk Insurance, in particular those involving rises in the phreatic level, land movements, landslides or subsidence, rock fall and similar phenomena, unless these risks are evidently caused by the effects of rainwater which, in turn, has caused an extraordinary flood in the area and these events occur at the same time as the flooding.
- f) Those caused by upheavals occurring during public meetings and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of 15th July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events in accordance with article 1 of the Regulations on Extraordinary Risk Insurance.
- g) Those caused by the insured in bad faith.
- h) Those corresponding to losses occurring before the payment of the first premium or when, in accordance with the provisions of the Law on Insurance Contracts, the cover provided by the Insurance Compensation Consortium is annulled or the insurance is rescinded due to non-payment of the premiums.
- i) The events that are declared by the Government of the Nation to be "national catastrophes or calamities", due to the scale and severity.

3. Extension of the cover.

The scope of the cover for extraordinary risks extends to the same people and sums insured as established in the policy for ordinary risks.

In life insurance policies which, in accordance with the provisions of the contract and in accordance with the regulations on private insurance, involve an actuarial mathematical provision, the cover provided by the Consortium will correspond to the capital at risk for each insured, in other words, the difference between the sum insured and the mathematical provision that, in accordance with the abovementioned regulations, the issuing insurers must have established as reserve. The sum corresponding to the stated mathematical provision will be paid by the abovementioned insurers.

NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM.

1. The request for an indemnity for damage which should be covered by the Insurance Compensation Consortium shall be made by means of a notification to the Consortium by the policyholder, the insured or the beneficiary of the policy, or by any person acting on behalf of any of the former, or by the insuring entity or insurance broker with which the insurance was arranged.
2. Claim/damage notifications and requests for information concerning the procedure and the status of claims, may be made:

-By calling the Insurance Compensation Consortium's Helpline (952 367 042 or 902 222 665).
-Using the Insurance Compensation Consortium's website (www.consorseguros.es).

3. Damage appraisal: The valuation of the damage that is considered to be indemnifiable in accordance with the laws on insurance and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium; any valuations made, where applicable, by the insuring entity that may cover ordinary risks, shall not be binding to the Insurance Compensation Consortium.
4. Payment of the indemnity: The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the insurance by bank transfer.

4. PERSONAL ASSISTANCE

24-Hour permanent personal assistance service that the INSURER provides to the INSURED.

4.1 Medical, surgical, pharmaceutical or hospitalisation costs

The INSURER will pay, up to the limit established in the Particular Conditions, the medical and surgical costs, pharmaceutical costs, hospitalisation and ambulance costs that the INSURED may require during the trip, as a result of an illness or accident occurring during the trip.

In cases of vital urgency as a result of an unforeseeable complication in a chronic or pre-existing illness, the costs incurred until the situation is stabilised to the extent that the affected party may continue with the trip or the affected party is transferred to their habitual place of residence or to the hospital nearest such place, will be paid by the INSURERS, in accordance with the conditions established in point 4.4.

If luggage containing the medications that the INSURED were using to treat any chronic or pre-existing illness is stolen, the INSURER shall pay, **up to the maximum limit of €300,00**, the costs of a first medical visit to obtain the corresponding prescription.

For costs incurred in Spain, as a result of an illness or accident occurring in Spain, the Policy will cover up to the limit established in the Particular Conditions.

For costs incurred abroad, as a result of an illness or accident occurring abroad, the Policy will cover up to the limit established in the Particular Conditions.

In all cases, dental expenses are limited to €300.00, covering the dental expenses that require emergency treatment (cures, extractions, teeth cleaning and conventional plain radiography), due to the appearance of acute problems, such as infections, pain, trauma, or following an accident (emergency dental treatment need to be applied to natural teeth).

If this policy has been contracted for incoming trips and this has been indicated in the Particular Conditions, the limits mentioned in the cover for medical costs will be applied inversely.

4.1.1. Health Services.

In the event of a health problem happened during the term of the policy, the INSURED shall have at his disposal and may request the following services:

4.1.1.a) A Second Medical Opinion, so that the Insured can obtain the recommendations and diagnoses of specialists, with extensive experience in their respective areas of expertise, and receive an additional medical diagnosis and additional treatment options.

The Insured may request the Second Medical Opinion service for any severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Second Medical Opinion service for the problems described above up to 6 months after the policy end date.

In any case, the corresponding medical reports must be provided.

4.1.1.b) Referral to Specialists and Coordination of Medical Transport, to allow the Insured to identify specialists with recognised experience in diagnosing and treating their illness, as well as a logistical support and medical monitoring service.

The Insured may request this Specialist Referral service for a severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Specialist Referral service for the medical problems described above, up to 6 months after the policy end date.

In addition, the INSURERS will provide the Insured with a team of professionals, who will be in charge of coordinating transport for the scheduled medical treatment, provided the Insured need to leave the province in which they are resident.

In any case, the corresponding medical reports must be provided, and the insurance does not cover any medical expense or travel or accommodation expense.

The illnesses for which the Second Medical Opinion and Specialist Referral services may be invoked are the following:

- Cancer.
- Degenerative neurological diseases (Parkinson's, Alzheimer's), demyelinating diseases (Multiple Sclerosis), neuromuscular diseases (dystrophies, myasthenia gravis) and cerebrovascular diseases.
- Neurosurgical illnesses (tumours, malformations and intracranial aneurisms).
- Cardiovascular surgery (bypass, aortic aneurisms, valve surgery and cardiac malformations).
- Chronic renal failure.
- Ophthalmologic illnesses causing loss of vision of more than 50%.
- Musculoskeletal diseases with chronic painful conditions with a long development or that severely affect the patient's ability to carry out their daily and/or work-related activities.
- Vital organ transplants.

4.2. Compensation for hospitalisation.

In the case of an illness or accident of the INSURED occurring during the trip and requiring their hospitalisation, the INSURER shall pay a daily compensation to the INSURED, from the third day of hospitalisation and up to a maximum of five days, all within the total limits and limits per day as stated in the Policy Schedule.

This provision is incompatible with those set out in Cover 9. REIMBURSEMENT OF HOLIDAYS, in the sense that they may not accumulate or both be used at the same time.

4.3. Costs incurred in the extension of a stay in a hotel

If the INSURED are ill or have had an accident and cannot return on the pre-established date, provided that this is in accordance with the INSURERS' medical team, after contacting the doctor attending the INSURED, the INSURERS will pay the costs that were not initially foreseen by the INSURED resulting from the extension of their stay at the hotel, up to a maximum of 10 days and up to the total limits and limits per day established in the Particular Conditions.

4.4. Repatriation or medical transport of the injured or ill

In the event of an accident or illness undergone by the INSURED, the INSURERS will pay the cost of transporting the affected party to the nearest hospital that has the required facilities or to the party's habitual place of residence.

Likewise, the INSURERS' medical team, in contact with the doctor attending to the INSURED, will ensure that the health service provided is adequate.

If the INSURED have to be checked into a hospital far from their habitual place of residence, the INSURERS will pay for the cost of transporting the affected party to their address, when this becomes possible.

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the repatriation or the medical transport of the party may be postponed for enough time for the severity of the problem to be overcome and until it is possible to transfer the patient, in better medical conditions. In Europe and the Mediterranean countries, a specially prepared aeroplane may even be used.

4.5. Repatriation or transport of the deceased

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin or ash case in case the incineration of the deceased had been requested, from the place of death to the place of burial in Spain.

The INSURERS will also pay for the transportation of the remaining INSURED who were on the trip, to their respective places of residence in Spain, if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

4.6. Re-joining trip.

If the INSURED must remain immobilised due to an illness or accident, always subject to the authorisation of the INSURER'S medical team, and are unable to continue with the initially scheduled trip, the INSURER shall organise and pay the costs of transporting the INSURED, once they have recovered, as well as any person also insured that have remained to accompany the INSURED, so they can re-join the trip, if it has not yet ended.

4.7. Accommodation until re-joining trip.

If, having made use of cover 4.6, the INSURED arrive at the meeting points prior to the scheduled date, the INSURER shall pay, up to the total limits and limits per day established in the Policy Schedule, their accommodation costs, as well as those of the person also insured hereunder who remains to accompany the INSURED.

Covers 4.6 and 4.7 are offered as an alternative to cover 4.4 (Repatriation or medical transport of the injured or ill), and therefore this cover and those covers shall not accumulate or be used at the same time.

4.8. Transportation of a companion in the event of hospitalisation

If the INSURED are hospitalised and it is expected that they will be in hospital for more than 3 days, the INSURERS will provide a return ticket to a member of the INSURED'S family, from their habitual place of residence, so that they may accompany the INSURED. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

4.9. Accommodation for the companion

If the INSURED are hospitalised and must remain so for more than 3 days, the INSURERS will pay the hotel accommodation costs for the member of family acting as the INSURED'S companion, or, alternately, the costs of the stay of the person that was travelling with the INSURED, also covered by the policy, to accompany the hospitalised INSURED, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Particular Conditions. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

4.10. Companion's medical, surgical, pharmaceutical and hospitalisation expenses.

The INSURERS will pay, up to the limit established in the Particular Conditions, the medical-surgical, pharmaceutical, hospitalisation and ambulance costs required by the companion that travelled together with the INSURED, during a trip outside of Spain, as a consequence of an illness or accident occurring during that trip.

In any case, dentistry costs are limited to € 300.00, and the insurance only covers urgent treatments (cures, extractions, mouth cleanings and conventional simple radiology) and the appearance of acute problems such as infections, tooth pain, trauma or those resulting from an accident (emergency dental treatment that is to be applied to natural teeth).

4.11. Repatriation of a companion

If the INSURED suffer an accident, fall ill or die and must be repatriated due to any of the causes set out in points 4.4 and 4.5, and they were travelling with other insureds, the INSURER shall organise and pay the return trip of the INSURED'S companion, up to a maximum of two people, to their regular place of residence.

Likewise, if the INSURED suffer an accident, fall ill or die and they were travelling only in the company of a child, also INSURED, and under 15 years of age or disabled, the INSURER shall organise and pay the cost of travel for a person to go and accompany the child on their return to their regular place of residence.

4.12 Repatriation or transportation of minors and/or the disabled.

If the repatriated INSURED were less than 15 years of age or disabled, the INSURERS will arrange and pay for a return journey trip for a guardian to help transport and accompany the person to their habitual place of residence.

4.13. Return of the Insured due to death of a non-insured family member

If the INSURED are forced to interrupt their trip due to the death of any of their family members, the INSURERS will pay the costs of transport to the place of burial in Spain and, where applicable, a return ticket to the place where the INSURED were before the event, or two return tickets when there is another INSURED companion. This cover also applied when the deceased person holds any of the family relationships stated in the definition for "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

4.14. Return of the INSURED due to the hospitalisation of a non-insured family member.

If the INSURED are forced to interrupt their trip due to the hospitalisation of any of their family members, as a consequence of a severe illness or accident, requiring at least 5 days of hospitalisation, and this takes place after the date of the outbound trip, the INSURERS will pay the costs of transport to the habitual place of residence in Spain. Likewise, the INSURERS will pay for a second ticket to transport the persons accompanying the INSURED during the trip, who were forced to return early, provided that this second person is likewise insured under this policy.

This cover will also apply when the hospitalised person holds any of the family relationships stated in the definition of "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

4.15 Early return caused by a severe accident in the INSURED'S place of residence or place of work.

The INSURERS will provide the INSURED with a travel ticket so they may return to their habitual place of residence if the INSURED need to interrupt their trip due to severe damage to their habitual place of residence or workplace, caused by a fire, provided that the fire has required the services of the fire brigade, a successful theft that is reported to the police or authorities, or severe flooding, to an extent that the INSURED are forced to go to these places and such situations cannot be solved by direct family members or other trusted parties and provided that the event takes place after the trip has started. Likewise, the INSURERS will pay for a second travel ticket for the person that was accompanying the INSURED that was forced to return early, provided that this second person is also insured under this policy.

4.16. Home security service

In the case of a robbery, fire, flood or explosion in the INSURED'S main residence which requires allowing access to the residence from outside, the INSURER shall provide the INSURED, if necessary, with a security service up to the total limits and limits per day established in the Policy Schedule and always up to a maximum of 48 hours.

4.17. Return of the INSURED for adoption.

The INSURER shall pay the costs of transporting an INSURED who is involved in an adoption process, their spouse, child or a companion, also insured under this contract, if once the trip has already started they are forced to interrupt the trip to receive the adopted child.

4.18. Return of the INSURED due to being called to serve in the Armed Forces, Police or Fire Brigade.

The INSURER shall pay the costs of transporting the INSURED to their home in Spain, or those of their spouse, children or a companion, also insured under this contract, if, once the trip has already started they are forced to interrupt it because they have been called to serve, urgently and inexcusably, with the Armed Forces, Police or Fire Brigade.

4.19. Return of the INSURED for an organ transplant.

The INSURER shall pay the costs of transporting the INSURED to their home in Spain, or those of their spouse, children or a companion, also insured under this contract, if, once the trip has already started, they are forced to interrupt it because they have been called for an organ transplant, whether in the capacity of donor or recipient.

4.20 Urgent conveyance of medication not existing abroad.

If the INSURED travelling abroad needs to make use of the medical assistance cover stated in clause 4.1, the INSURERS will find and send the medications required using the fastest means available, if such medications do not exist in the country where the INSURED are receiving medical attention.

4.21. Transmission of messages

The INSURERS will pay for the cost of transmitting any urgent messages that the INSURED'S require, as a result of any of the situations covered under this policy.

4.22 Assistance with location and delivery of luggage

In the event of loss of luggage, the INSURERS will provide their assistance in ordering and processing the search and location of the luggage and pay the cost of delivering the luggage to the INSURED'S address.

4.23 Assistance during the trip.

When the INSURED need to obtain any information regarding the countries that they will visit, such as entry requirements, visas, currencies, economic and political systems, population, language, health situation, etc, the INSURERS will provide the abovementioned general information if requested, through a free telephone call, at reverse charges, to the number indicated in this Policy.

4.24 Interpreting service.

If, as a result of any of the causes foreseen in the assistance clauses, covered under this policy, the INSURED require the presence of an interpreter, in the first instance, the INSURERS will provide a person who can correctly translate the circumstances to the INSURED, if the INSURED have requested this by telephone, at reverse charges if required, to the number stated in the Particular Conditions of this policy.

4.25. Protection of bank cards

The Insurance covers, up to the limit established in the Policy Schedule, the financial losses suffered by the INSURED for fraudulent use of their bank cards, as a consequence of their loss or theft once the trip has already begun and during the 48 hours following the theft or loss, and the communication of this incident to the card issuing entity and the INSURER.

For these purposes, Law 16/2009, on Payment Services, and particularly the provisions of articles 27 b) and 32 concerning the obligations and responsibilities of the cardholder in cases of non-authorised payment operations, shall apply. In case of loss, theft or non-authorised use of the payment method, the cardholder must notify the provider of the payment services, or the entity designated by that provider, as soon as they learn of that loss, theft or non-authorised use, without any undue delays.

4.26 Credit card cancellation.

In the event of theft, robbery or loss of bank or non-bank credit cards issued by institutions in Spain, the INSURERS, upon receiving the request from the INSURED, will notify the bank issuing the card so that it can be cancelled.

4.27 Sending funds abroad.

If the INSURED, whilst abroad, cannot access their economic funds using the initially foreseen means, such as traveller's cheques, credit cards, bank transfers or similar, and this makes it impossible for the INSURED to continue with the trip, the INSURERS will send funds to the INSURED, provided they are given a guarantee to ensure that they are repaid the forwarded funds, up to the maximum sum stated in the Particular Conditions of this policy. In any case, the forwarded funds must be returned within thirty days.

EXCLUSIONS

This cover does not extend to:

- a) The covers and services that have not been requested from the INSURERS and that have not been provided, through or with their agreement, except in cases of force majeure or of proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED, as well as any service or medical assistance that the insured request when it is accredited that they carried out the trip with the purpose of being treated for their illness at the place of destination and to be charged against the policy and the INSURER.
- c) The losses caused in the events of war, pandemics, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents that result from the practice of the sports activities listed in groups C and D of the DEFINITIONS section.
- e) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- f) Rescue operations from mountains, the sea or the desert.
- g) Excluding those stated in point 4.1 of these Clauses, the illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring during the execution of manual labour or that require intense physical effort.
- i) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Costs incurred in any type of prosthesis.
- l) Childbirth.
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- n) Periodic, preventive or paediatric medical checks.
- o) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health.
- p) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.

Subject to the INSURER'S express authorisation and the payment of the corresponding agreed additional premium, exclusion d) may be partially deleted, with the provisions of this insurance extending to the sports activities in Group C.

5. HIJACKING OF THE MEANS OF TRANSPORT

The INSURER shall compensate the INSURED, up to the total limit and the limit per day established in the Policy Schedule, if they are illicitly detained or under threat from persons intending to illegally control an airplane or other means of transport during the trip.

Any involvement in such an event personally by the INSURED, their family members, close relatives or partners is excluded from this policy.

6. DATA RECOVERY

Definition of the cover:

If during the trip covered by this policy, the internal data storage systems used in digital processing equipment, belonging to the INSURED and /or the POLICYHOLDER, suffer any damage resulting in the accidental loss or deterioration of the information contained therein, the INSURERS will provide a data recovery service.

This recovery service will apply to the following equipment:

- Laptop hard drives
- Portable memory or PDA memories.
- Digital photo cameras
- Digital video cameras

And provided that the damage is due to any of the following causes:

- Accidents
- Fires, damage caused by theft or inappropriate use by third parties
- Mechanical faults in the processing equipment
- Faults in the software
- Computer viruses

- Human error
- Natural disasters

Provision of the Service:

In order to provide the service under this cover, the Insured must have kept the damaged device used to store the information.

The provision of the service includes:

- 24-hour call service, providing instructions on how to disassemble, package and send the damaged storage device.
- Transportation of the damaged storage device from the address stated by the insured (in Spain), to the data recovery laboratory.
- If necessary and in accordance with the Insurers' instructions, the complete unit containing the data storage device may have to be sent to the data recovery laboratory.
- Evaluation and diagnosis of the damaged storage device.
- Data recovery, when possible.
- If the damaged storage device is not reusable or no longer in production, the Insurers will provide a new Hard Drive or DVD, depending on the format, device and volume of the recovered data.
- Transportation of the device (or the whole unit if necessary) with the recovered information from the data recovery laboratory to the address stated by the insured (in Spain).
- Unlimited cover for incidents.

This cover will be provided by the INSURERS in Spain, once the trip has ended. If the insured require the data recovery service outside of Spain, the costs of transporting the damaged storage device to or from the laboratory will be paid by the insured.

All the information contained in the data storage device will be considered a priori lost by the INSURED, which means that **the INSURERS will not guarantee the total or partial recovery of the data.**

If the storage device were damaged to the extent that recovering the data were not possible, the INSURERS will notify the INSURED of this fact as soon as it has been established and will send the INSURED the storage device or the whole unit, if applicable, along with the information and /or material attached to the device received by the INSURERS.

If this policy was contracted for incoming trips and the INSURED were not therefore at their habitual place of residence in Spain at the time of the event, the transport costs mentioned above will be paid by the INSURED.

EXCLUSIONS

- a) Recovery of information from storage devices manipulated before they were delivered to the INSURERS for the purposes of data recovery.
- b) Desktops and any other computer equipment not designed to be portable by the manufacturers and that are not part of the insured's luggage for the trip.
- c) Recovery of CDs containing configurations, films or games.
- d) Repairs to Hardware and any type of electronic equipment.
- e) The recovery or repair of damaged or corrupt files is expressly excluded from this cover.

7. PERSONAL LIABILITY

7.1. Private Personal Liability

The INSURER will pay, up to the limit stipulated in the Particular Conditions, the indemnities that, in accordance with articles 1902 to 1910 of the Civil Code, or similar regulations established in other countries' legislations, the INSURED will be obliged to pay, in their capacity as a private and civilly liable party, for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip.

The following parties will not be considered third parties for these purposes: the POLICYHOLDER, the rest of the INSUREDS under this policy, their spouses or de facto partners, duly recorded as such in an official local, regional or national marriage registry, descendants and ancestors or any other family member that resides with any of them, or any business partners, employees or any other person who de facto or de jure depends on the POLICYHOLDER or the INSURED, when acting within the scope of said dependence.

This limit includes the payment of court costs and expenses as well as the constitution of judicial bails or bonds required from the INSURED.

EXCLUSIONS

This cover does not extend to:

- a) Any type of Liability that corresponds to the INSURED for driving powered vehicles, aeroplanes and watercraft, or for the use of firearms.
- b) General Liability derived from any type of professional, trade union-related, political or associative activity.
- c) Any fines or sanctions imposed by the Courts or authorities of any nature.
- d) The liability derived from the practice of sport as a professional and in any of the following activities, even in a non-professional capacity: mountaineering, boxing, bobsleighbing, cave exploration, judo, parachuting, hang-glidering, powerless flight, polo, rugby, shooting, yachting, martial arts and any sports involving powered vehicles.
- e) The damage to objects entrusted, for any purpose, to the INSURED.

8. ANNULMENT

8.1 Trip annulment costs.

The INSURER will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these Terms and Conditions, the reimbursement of the costs of annulling the trip that the INSURED are forced to pay due to the application of the general sales conditions of the Travel Agency or provider, provided that the trip is annulled before it is due to begin and as a result of any of the causes outlined below, occurring after the insurance was contracted and force the insured to cancel or postponed the trip in the schedule dates:.

For the purposes of this policy, the costs of management and of annulment, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

1. Due to medical causes:

1.1. Death, severe personal injury or serious illness:

- Of the INSURED, or any of the persons stated under the "FAMILY MEMBERS" heading above. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in question is serious or not.

This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the spouse or de facto partner of the INSURED.

- Of the person in charge during the trip of looking after minor children or disabled relatives of the INSURED of which he/she is legally responsible.
- Of the INSURED'S direct superior at their place of work, provided that this circumstance has impeded the trip due to the demands of the Company employing the INSURED.

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the trip, and that, medically, make it impossible for the trip to begin on the established date.

When the illness affects any of the abovementioned persons other than the INSURED, it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to travel on the established date or involves the risk of death for any of the abovementioned family members.

1.2. Medical quarantine as a result of an accidental event.

1.3. Appointment for surgical intervention on the INSURED as well as the medical tests required prior to such intervention, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.

1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.

1.5. Appointment for organ transplant, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.

1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the policy was contracted.

1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.

1.8. Premature birth affecting the INSURED.

2. Due to legal causes:

2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil or Criminal Court.

2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.

2.3. The INSURED being called upon to present and sign official documents.

2.4. Delivery of an adopted child, which coincides with the travel dates.

2.5. The INSURED receiving a summons for divorce proceedings.

2.6. Unexpected refusal of visa applications.

2.7. Police detention for non-criminal causes.

2.8. Imposition of a traffic fine of more than €600, provided the infraction and the INSURED learning of the fine occur after the reservation was contracted.

2.9. Withdrawal of driving license, provided the vehicle in question was going to be used as a means of transport to make the trip and none of the INSURED'S companions are able to take over driving in the vehicle during the trip.

3. Due to employment causes:

3.1. Non-disciplinary dismissal of the INSURED from their place of work.

Notwithstanding the foregoing and provided that the trip were not cancelled by the INSURED, the natural persons holders of a loan to finance a trip and working as a salaried employees, at the moment of contract the trip and the insurance policy, will be covered by this policy.

Will be entitled to unemployment coverage when:

1) The termination of his employment contract would have occurred after the contracting of the policy and before the start of the trip due to any of the following circumstances:

- Due to employment regulation or collective dismissal
- Death or incapacity of his individual employer and being the cause that determines the termination of the employment contract.
- Unfair dismissal.
- Dismissal or termination of the contract based on objective causes

2) At the moment of communication of the termination of the employment contract, the payments of part of the financing quotas were still pending.

- 3) The INSURED decides to continue with the trip,

The INSURER will afford the payment of the regular instalments pending amortization, up to a maximum of 6 instalments in order to avoid the cancellation of the trip by the INSURER.

The maximum amount to be paid by the INSURER will be 50% of the cost of the cancellation expenses that would have been incurred if the trip had been cancelled at the time of the termination of the contract of employment.

This coverage cannot be accumulated or added to the coverage of Trip Cancellation. In case of cancellation of the trip for any of the other causes established in the conditions of the policy and if it would have already been compensated for this coverage, the amount already paid out of this coverage, will be deduct from the total amount of cancellation expenses incurred.

- 3.2. Presentation of a Collective Redundancy Plan that directly affects the INSURED as an employee, resulting in a partial or total reduction of their working hours, provided this occurs after the date on which the insurance was contracted.
 - 3.3. Recruitment of the INSURED to a new job position, in a company other than the one at which they worked, provided that it is with an official employment contract and the recruitment occurs after the insurance was contracted. This cover will also be valid if the INSURED are recruited after being unemployed.
 - 3.4. Geographical transfer of place of work, provided that it implies a change of domicile of the INSURED during the schedule dates of the trip, and the INSURED is an employee.
 - 3.5. The requirement to undergo official examinations for public positions of employment, either as an opponent or as a member of the opposition court, called and announced through a public body after the insurance contract was signed and being at the same time of the dates of the trip.
 - 3.6. Dismissal of the parents of the INSURED from their place of work, provided that the trip had been paid by the parents.
 - 3.7. Renewal of an employment contract.
4. Due to extraordinary causes:
- 4.1. Act of aerial piracy that makes it impossible for the INSURED to begin their trip on the established dates.
 - 4.2. Declaration of a catastrophe zone or epidemic in the INSURED'S place of residence or at the trip destination.
 - 4.3. Legal declaration of bankruptcy or creditors' meeting of the company.
 - 4.4. Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
5. Other causes:
- 5.1. Declaration of Personal Income Tax in arrears by the Ministry of Economy and Inland Revenue, resulting in an amount due from the INSURED of more than € 600.
 - 5.2. Annulment of the trip by the person who was to accompany the INSURED during the trip, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED are forced to travel alone.
 - 5.3. If a companion, also insured under this contract and due to any of the covered causes, cancels the trip, the INSURER shall pay, up to a maximum of €300, for the additional costs incurred by the INSURED as an individual supplement if the INSURED continue with the trip alone.
 - 5.4. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to begin the trip. Despite the above, and provided that the trip wouldn't be cancelled by the INSURED, the INSURER will guarantee the reimbursement of reasonable and justified costs of the rental of a vehicle to continue its trip as initially planned. The maximum amount payable by the INSURER would be the lesser of the following:
 - a) 50% of the cost of the cancellation fees that would have generated if the trip was cancelled at the time of the accident or breakdown, or
 - b) 50% of the sum insured for the guarantee of Trip Cancellation Costs.

This coverage may not be accumulated or complementary to the guarantee of Trip Cancellation Costs.
In case of cancellation of the trip because of any other insured cause reflected in these Terms and Conditions and it happens that the INSURED was already compensated for this coverage, then that amount that was paid with charge to this coverage would be deducted of the total amount of the trip cancellation costs.
 - 5.5. Theft of the documentation or luggage, which makes it impossible for the INSURED to begin the trip.
 - 5.6. Cancellation of wedding ceremony, provided the insured trip was a honeymoon.
 - 5.7. Obtainment of a trip and/or stay similar to the contracted one, for free, as part of a public draw made before a Notary Public.
 - 5.8. Granting of official grants that impede the trip.
 - 5.9. Change of school during a school year that has already started of the INSURED or children living with him.

In the event that the INSURED transfer the trip to another person, for any cause foreseen in the section on the COSTS INCURRED DUE TO TRIP ANNULMENT, any additional costs incurred in the transfer will be covered.

This cover will only be valid if it has been contracted when reserving or confirming the trip.

In the Annual modality (for an Individual or Family), the sum insured for this cover will be established as per the insurance annuity, so that, if the sum insured is used up in one claim under this cover, the cover will not be valid again until the next year, once the sum insured had been fully reinstated.

EXCLUSIONS

Cover does not extend to trip annulments due to:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychological and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance, excepting the situations outlined in points 1.3 and 1.5.
- d) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.

- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism.
- g) The failure to present the documents that are essential during all trips, such as passports, visas, travel tickets, ID documents or vaccination certificates.
- h) Complications in a pregnancy, excepting the situations outlined in points 1.6, 1.7 and 1.8.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics.

9. INDEMNITY FOR LOST HOLIDAYS

9.1 Indemnity for lost holidays

The INSURERS will reimburse the INSURED, up to the maximum amount established in the Particular Conditions, and subject to the exclusions mentioned in these General Conditions, the cost of the services contracted before the trip begins and subject to documental substantiation of the cost of the services, that the INSURED were unable to use as a consequence of an early end to the scheduled trip, **which necessarily requires the INSURED to return to their habitual place of residence**, for any of the following causes occurring during the course of the trip:

- a) Due to accident or illness affecting the INSURED.
- b) Due to hospitalisation of a non-insured family member, once the trip has started, which requires a minimum hospital stay of 24 hours.
- c) Due to the death of the INSURED, during the trip or a non-insured family member.
- d) Due to severe damage in the INSURED'S home or workplace, occurring after the start of the trip, caused by fire requiring the assistance of the fire brigade, explosions, successful robbery that is reported to the police or severe flooding that require the presence of the INSURED.

For the purposes of this cover, any of the persons described in the definition of "FAMILY MEMBERS" will be considered a family member of the INSURED. This cover will also apply when the hospitalised or deceased person holds any of these same family relationships with the spouse or partner of the INSURED.

This cover also extends to a companion that the INSURED may have during the trip, **provided that the companion is also insured under this policy**, in the event that they decide to finish their trip early as well so as to accompany the INSURED in their return to their habitual place of residence.

If a whole family is travelling, the early return of all the members of the family will be covered, **up to a maximum of four people**. If the family has minor children, two more will be included, **up to the maximum of six people**.

The sum reimbursed will be obtained by dividing the total cost of the contracted services by the number of days that the trip lasts, as stated in the Particular Conditions of the policy and then multiplying the daily sum, obtained with this calculation, by the number of days of holiday that were lost.

In respect of cruise trips, the insurance likewise covers the INSURED'S hospitalisation during the trip, when this impedes the trip. If the INSURED is travelling with their family, the accompanying family members are included, up to a maximum of four persons. If the family includes minors, two more people may be covered, **up to the maximum limit of six**.

The lost days on the trip will be counted as of the day following the date on which the event that caused the interruption occurred, except in cases involving the hospitalisation of the INSURED or a non-insured family member, in which case the days will be counted as of the day on which they were checked in to hospital.

If the cost of the contracted services exceeds the sum insured for this cover, the reimbursement will be calculated on the basis of the amount resulting from dividing the sum insured by the lost days on the trip.

In the Annual modality (for an Individual or Family), the sum insured for this cover will be established as per the insurance annuity, so that, if the sum insured is used up in one claim under this cover, the cover will not be valid again until the next year, once the sum insured had been fully reinstated.

EXCLUSIONS

This cover does not extend to:

- a) Early returns that were not notified to the INSURERS or that were not made through or with their agreement, except in cases of force majeure or proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED.
- c) Any reimbursement requested in cases in which the INSURED'S return occurred on the date on which the trip was supposed to end or subsequent to this date.
- d) Any illnesses or injuries as a consequence of chronic ailments or ailments occurring before the trip begins (unless the chronic illness becomes acute or imbalanced again during the trip) and AIDS in any of its stages of development.
- e) Illnesses that are being treated or require medical attention within 30 days preceding both the date of the trip reservation and the date of inclusion in the insurance.
- f) Psychological and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- g) Illnesses or injuries occurring when carrying out work requiring manual labour.
- h) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- i) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- j) Childbirth.
- k) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- l) Participation in bets, duels, crimes or fights, unless carried out in legitimate defence.
- m) Terrorism.

- n) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- o) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- p) Losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- q) Pandemics.

10. CANCELLATION

10.1. Cancellation costs

If the trip is cancelled prior to the trip's start date by the organiser due to: war, invasion, acts of foreign enemies, hostilities or war operations (irrespective of whether war has been formally declared or not), civil war, mutiny, coup d'état, insurgency, revolution, usurpation of national power, industrial action, strikes, terrorism, commotion and national unrest, weather conditions or acts of nature with catastrophic consequences (fire, flooding, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclones or storms, snow) and the INSURED do not accept the alternative trip offered by the organiser, the INSURERS shall reimburse the trip cancellation costs, which must be duly substantiated, up to the limit established in the Policy Schedule.

The POLICYHOLDER and INSURED expressly declare and acknowledge that the maximum indemnity payable in the case of a loss resulting from the same event shall be €150,000.00, irrespective of the number of affected insureds.

EXCLUSIONS

This cover does not extend to:

1. Events or circumstances that are publicly well known or that are learnt of prior to formalising the insurance or contracting the trip.
2. Cases of fraud, misrepresentation or other fraudulent means and/or falsified documents used to justify a claim.
4. All services contracted directly at the trip's destination.
5. Transport on military planes.
6. Trips to destinations for which a travel warning has been publicly issued, prior to the date on which the insurance was contracted, whether by the local authorities of that destination or by the national authorities in the country of origin.
7. The Insured's unilateral decision to not begin the trip due to any cause not described in this guarantee.

In the Annual modality (for an Individual or Family), the sum insured for this cover will be established as per the insurance annuity, so that, if the sum insured is used up in one claim under this cover, the cover will not be valid again until the next year, once the sum insured had been fully reinstated.

11. LEGAL PROTECTION

This coverage is provided by D.A.S. Defensa del Automovilista y de Siniestros Internacional, S.A., an Insurance and Reinsurance company, with an official address at Plaza de Europa 41-43, 08908 Barcelona.

Purpose of the Legal Protection insurance

At the time of, during and under the circumstances of a temporary trip away from the usual address covered by the primary travel insurance, the INSURER undertakes, within the limits set out in Law and this contract, to provide the INSURED with the following:

1. Where the claim for damages or defence is covered, provide the out-of-court support service (making amicable claims or responding to the amicable claims of third parties), using its own resources.
2. Where intervention in an administrative, judicial or arbitral proceeding is covered, bear any expenses that may be incurred by the INSURED by reason of such intervention, and as set out in the "type of expenses covered" article of these Terms and Conditions.
3. The provision of the service expressly agreed, or its payment, within the scope set out in the definitions for the protection contained in this legal protection section.

Sum insured

The INSURER will provide the service and bear the expenses up to a maximum sum of THREE THOUSAND EUROS (€3,000) per claim.

If a claim involves several legal protection items covered, the ceiling for the guaranteed expenses for all the claim benefits taken together will be that specified.

When the INSURED's criminal defence involves posting bonds, these will be provided to a maximum of the sum insured per claim set out above. The posting of civil liability bonds is not covered.

For the purposes of the maximum sum insured, incidents with the same cause will be considered as a single claim.

Type of expenses covered

Within the limits set out in the Law and this contract, DAS will cover the following expenses:

1. The notary expenses for granting powers of attorney for litigation, if necessary, as well as the acts, requirements and others necessary for the defence of the interests of the INSURED, previously accepted by the INSURER.
2. The fees for the solicitor in any proceeding covered.
3. The fees for the barrister in the proceedings in which the involvement of this party is legally required.
4. The fees and expenses of experts appointed or authorised by the INSURER.
5. The legal costs arising from the handling of the proceedings covered.
6. The expenses due to the adoption of precautionary measures in proceedings covered.
7. The court fees arising from the handling of the proceedings covered.

8. The costs that the INSURER authorises and deems appropriate to establish the rights of the INSURED and ensure the viability of its actions, such as the cost of court rulings, traffic certificates or Land Registry notes.
9. In the criminal proceedings covered, the posting of the bonds required to obtain bail for the INSURED, guarantee its attendance at the trial and/or meet the payment of the criminal court costs.
10. Where there is a contractual clause (initially included in a contract) requiring the parties to submit a possible dispute to arbitration, in the conflicts subject to protection the arbitration costs borne by the INSURED are covered. Arbitration costs shall include the following: the opening and registration of the case, the arbitrators' fees and the administrative expenses.
11. Any other expenses expressly specified in the Terms and Conditions for the protection covered.

Expenses not covered

1. Payment of any fines or penalties.
2. Civil damages.
3. Any taxes or other fiscal payments arising from the submission of public or private documents to official bodies.
4. Expenses arising from legal accumulation or counterclaim, when they concern matters not included in the protection covered.
5. Expenses for defending civil liability.
6. Posting of bonds designed to meet the payment of civil damages or the payment of fines.
7. Those deriving from the involvement of professionals, whose appointment, where authorised, has not first been communicated to the INSURER.
8. Costs of travel, board and lodging for the INSURED, experts or witnesses, whose purpose is to attend the Trial.
9. Any others not included or expressly provided for in these ancillary protection items.

Declaration and processing of legal protection claims

The INSURED is required to report the claim to the INSURER as soon as its occurrence or the need for legal protection is known.

Once the claim has been declared and its coverage accepted by the INSURER, depending on the type of incident and within the limits of the policy, it will provide the service or bear the costs, with the following characteristics:

Legal advice at distance while on a trip

The INSURED will contact the INSURER's Helpline, calling the telephone number provided or using any electronic means that the INSURER makes available to it.

Other legal protection claims will, preferably, also be declared by telephone, during the trip.

- Amicable claim

1. Once the declaration has been received, the INSURER will analyse the facts and determine whether the request for legal protection is covered by the policy and whether it is legally viable, and will inform the INSURED of the outcome of this.
2. The INSURER will take the steps required to obtain an amicable agreement that recognises the rights and/or claims of the INSURED. These steps will be carried out exclusively by the INSURER, since with this type of procedure there is no right to appoint a solicitor to carry them out at the expense of the INSURER.
3. The INSURED has the right to reach an amicable agreement on its own behalf, but if this implies obligations or payments for the INSURER its agreement will be necessary.
4. The INSURER will notify the INSURED of the result of the amicable steps taken, communicating any offers received from the third party, and making an assessment about these (if they are good, in terms of the amount offered, and the chance of obtaining a better result through a judicial, administrative or arbitral procedure).

- Claims for legal proceedings

1. Where, after the amicable steps to resolve the claim have been carried out by the INSURER but there is no amicable offer or the amount offered is unsatisfactory in the opinion of the INSURED, the following are the potential next steps:
 - a. The INSURER considers and notifies the INSURED that the circumstances do not allow for proceedings to be successfully started (e.g. due to a lack of sufficient evidence). In this case, the INSURED will be entitled to file proceedings on its own behalf or refer the dispute to arbitration in accordance with the procedure laid down in the "Disputes between the INSURER and the INSURED" article in these legal protection Terms and Conditions.
 - b. The INSURER considers that claiming through a legal procedure is viable. In that case:
 - The INSURED may appoint the professionals proposed by the INSURER. In this case, the INSURER will directly pay the expenses and fees determined in the "Expenses covered" article of these Terms and Conditions.
 - The INSURED has the right to freely choose the professionals who will defend and/or represent it in any litigation, in accordance with the procedure described in the "Freedom of choice of solicitor and/or barrister" article of these Terms and Conditions.
2. The procedure having been followed, once a judgement or decision has been reached which completes this, if the INSURER considers an appeal to be inappropriate, it will inform the INSURED of this, who remains free to lodge an appeal on its own behalf, according to the "Disputes between INSURER and INSURED" article of these Terms and Conditions.

Criminal Defence

The process will be similar to that for an accident claim, with the following specific features:

1. Where possible, the INSURER will take the amicable steps aimed at resolving the conflict and/or reaching an agreement, reporting the outcome to the INSURED. Any agreement will always require the consent of the INSURED.
2. In criminal proceedings, if necessary, the INSURED will post the criminal bond demanded for the INSURED, in any of the forms permitted by law, to secure its parole, guarantee its attendance at the trial and/or meet the payment of the court costs. If the INSURED fails to fulfil its obligation to attend or appear at the trial and the bond was posted or executed for this reason, the INSURED will be required to reimburse the INSURER for the corresponding amount forfeited, deducting the amount spent on paying court costs.
3. The INSURED's criminal defence is excluded in those cases where the crime allegedly committed by the INSURED is a serious and wilful violation, according to the definitions in the Criminal Code in force. For the purposes of the criminal defence protection, there will be an assessment of whether the crime allegedly committed by the INSURED is serious and wilful when the qualification document is presented by the Department of Public Prosecutions. Therefore, the expenses incurred by the INSURED for its criminal defence will not be reimbursed, even if the criminal proceeding ends in acquittal or filing.

4. In those cases where the crime allegedly committed by the INSURED is not wilful or is a less serious or minor wilful crime, the INSURER will be responsible for the INSURED's criminal defence. However, if the INSURED is finally found guilty, and the act or omission that led to the conviction was by way of fraud, the INSURED shall be obliged to reimburse the INSURER for all the legal defence expenses it has incurred.

Freedom of choice of solicitor and/or barrister

The INSURED has the right to freely choose the solicitor and/or barrister to defend and/or represent it in any kind of judicial, administrative or arbitral proceeding, according to the terms established in the "Declaration and processing of legal protection claims" article, except when legal protection is to be provided in a State other than the one that is the normal place of residence of the INSURED. In such cases the INSURER will pay the fees and expenses set out in the "expenses covered" article, with the limitations established in the "What is the reimbursement limit for fees and expenses if freely choosing the solicitor and/or barrister" article of these Terms and Conditions. Prior to their appointment, the INSURED will notify the INSURER of the name of the solicitor and/or barrister chosen. The INSURER may justifiably challenge the professionals appointed and, if the dispute continues, it will be submitted to the arbitration legally established in the "Disputes between INSURED and INSURER" article of these Terms and Conditions.

In any case, the INSURED will have the right to freely choose the solicitor and barrister where there is a conflict of interest with the INSURER. A conflict of interest is understood to exist if the INSURER has to defend interests contrary to those of the INSURED. In this case, it shall notify the INSURED of this, but will take any urgent measures necessary for the defence. Following this notification, the INSURED may choose to continue with the legal team provided by the INSURER or trust its defence/assertion of its interests to a freely chosen solicitor and barrister

The solicitor and barrister appointed by the INSURED will not, under any circumstances, be required to follow the INSURER's technical-legal instructions.

The INSURED must notify the INSURER about any progress with the specified proceeding. In particular, it must provide a copy of the judgement, notify of its intention to appeal or not, and provide the INSURER with any information or documentation that it requests to assess the feasibility of a possible appeal.

Reimbursement limit for fees and expenses if freely choosing the solicitor and/or barrister:

The INSURER will reimburse the INSURED for the fees charged by the solicitor and/or barrister in accordance with the following calculation guidelines and always up to the maximum of the sum insured:

1. For the solicitor's fees, the INSURED will be reimbursed as a maximum that stipulated as the minimum in the respective Bar Association's recommended fees. Disputes over the interpretation of these recommendations will be submitted to the corresponding Bar Association Committee.
2. For the barrister's fees, these will be reimbursed in accordance with the rates, only when its involvement is required by law.
3. To receive the reimbursement, the INSURED must provide proof of the payments it has made through the relevant minutes, invoices, receipts and any other documentation that the INSURER may request from it as proof of the expenses incurred.
4. If the solicitor and/or barrister chosen do not reside in the judicial district where the procedure is to be carried out, the fees and expenses billed by way of travel, board and lodging will be paid by the INSURED in all circumstances.
5. If, at the choice of the INSURED, more than one solicitor is involved in the process, the INSURER will pay as a maximum the fees equivalent to the involvement of only one of them.
6. The INSURER will not reimburse the INSURED for the fees and expenses incurred when the judgement orders the opposing party to pay the costs, except when the insured is declared bankrupt.
7. The maximum amount to be paid for the fees of professionals freely appointed by the INSURED and for the other expenses incurred by it, is that indicated in the "sum insured".

Time period for coverage

The claims for legal protection taking place during the lifetime of the policy and reliably notified to the INSURER during its lifetime or up to a deadline of two years from taking place will be covered.

For the purposes of legal protection coverage, it is understood that the claims have taken place at the following moments:

1. For the legal guidance protection, the coverage is effective for those issues that arise from events taking place or known by the INSURED at the time of travel.
2. Criminal offences will be considered to have taken place at the moment in which the punishable or sanctionable act is performed, or is intended to be performed.
3. For claims for damages for non-contractual fault, the event is understood to have taken place at the moment when the action or omission that caused the damage takes place. In the case of ongoing damage (in other words, damage that occurs successively as a result of an unrepaired or poorly repaired cause), the event is considered to have taken place at the moment in which the damage first appears.
4. For negligence or breach of contract, the event is understood to have taken place when the breach of the contractual provisions has taken place, started or is intended to have taken place.
5. For other items covered, the event is understood to have taken place during the trip, at the moment that the infringement of the INSURED's rights began.

Settlement of disputes between INSURED and INSURER about legal protection

In the event of a dispute between the parties, the INSURED will have the following rights:

1. Right to submit to arbitration the dispute with the INSURER. This submission to arbitration cannot be carried out before the issue causing the dispute arises. The INSURED is entitled to the reimbursement of the costs of the arbitration (within the limits of the coverage taken out) only if the outcome is favourable to it.
2. Right to appeal to the competent legal jurisdiction (that corresponding to the address of the INSURED) to submit the dispute with the INSURER to this. In this case, it will be entitled to the reimbursement of the expenses (within the limits of coverage taken out), only if the result of the process is favourable to the INSURED.
3. If the dispute was due to the INSURER considering it inappropriate to launch proceedings or an appeal (on the grounds that there is no reasonable prospect of success), the right to bring the lawsuit or appeal on its own behalf, using a freely chosen solicitor or barrister for that. The INSURED is entitled to the reimbursement of the costs incurred (within the limits of the coverage taken out) only when it has obtained a more favourable result by itself.
4. Right to send its complaint or grievance in writing to the INSURER's Customer Service department or the Insurance Ombudsman.

Subrogation

The INSURER, once the service covered by the legal protection has been provided and/or the benefits paid, may exercise the rights and actions that, as the result of the claim, correspond to the INSURED against the persons responsible for this claim. The INSURED is replaced in its rights.

Subrogation of family members

In the coverage of claims for damages, if the INSURED dies, its legal heir or executor, or its family members affected, may pursue the claim.

Minimum litigation

The "MINIMUM LITIGATION AMOUNT" is the financial size of the claim, as stated in the Policy Terms and Conditions, below which the INSURER will not cover the expenses that could arise from its involvement in an administrative, judicial or arbitration procedure. For these legal protection claims a minimum litigation of €450 is established as the amount of the damage caused and to claim below which only the amicable claim is covered. Criminal defence is not affected by this coverage limit.

EXCLUSIONS

Excluded from the legal protection coverage, in addition to the general policy exclusions applicable, are as follows:

1. Claims relating to legal protection coverage other than that detailed in the policy or the optional coverage that the Policyholder has decided not to take out.
2. Events deliberately caused by the INSURED, considered to be those in which the INSURED wilfully and knowingly causes the claim or, at least, causes it to be highly probable and accepts it taking place (direct fraud or recklessness).
3. Claims (or the defending of claims) that may be made between parties insured under this policy. For the legal protection, coverage cannot be given for a single event when one INSURED party is claiming and another is defending itself.
4. Any claim that the INSURED may have against the INSURER or defending the INSURED from a claim made by the INSURER.
5. Defence and claims when there is a related bankruptcy proceeding.
6. The issues that must be dealt with by the International Courts or Constitutional Law, except for the Appeal for Legal Protection when appropriate in issues handled by the INSURED in the ordinary instances. Intervention before Ordinary foreign courts for the elements subject to legal protection is included.
7. Claims for emotional or financial damage not arising or resulting from material or bodily harm.
8. Defence, claims and payment of benefits arising directly or indirectly from events resulting from nuclear energy, genetic alterations, radioactive radiation, natural disasters, acts of war, riots and terrorist acts.
9. Defence, claims and payment of benefits related to conflicts arising from strikes, lockouts, labour disputes or temporary job layoffs.
10. Defence, claims and payment of benefits related to conflicts arising from the INSURED's involvement in sporting training sessions, competitions or events related to motors.
11. Defence and claim in disputes related to the management of properties, assets, shares, gambling and betting contracts and speculative businesses.
12. Defence and claim in conflicts related to the properties owned or enjoyed by the INSURED and those used as the habitual residence of the INSURED, even when they take place during the INSURED's travel or due to its temporary lack of inhabitants during the travel.
13. Claims against the person causing the incident who is, with respect to the INSURED, a direct or collateral relative within the third civil degree by consanguinity or affinity (or the defending of the claim).
14. Defence and claim in disputes involving trademark law, patents, intellectual or industrial property, competition law and freedom of association. Generally, any conflict other than those in its private life, and any not directly related to the temporary travel away from the INSURED's usual residence or involving a journey at a shorter distance than that included in the policy.
15. Defence and claim for incidents caused by the ingestion of alcohol, psychotropic substances, hallucinogens, drugs, narcotics and any other substance with similar characteristics or effects.
16. Defence and claim in conflicts that originate or are related to the planning, construction, alteration, demolition or renovation of the building or facilities of any of the properties that the INSURED holds in respect of ownership, lease or usufruct, and those arising from urban planning and expropriation issues.

LEGAL PROTECTION COVER FOR TEMPORARY TRAVEL

11.1. Criminal Defence

The INSURER guarantees the defence of the INSURED's criminal responsibility in the criminal procedures against it for crimes or offences committed recklessly, for events that took place during and at the time of a temporary trip away from its usual residence and at a distance exceeding that set out in the policy as necessary for coverage.

This includes the posting of criminal bonds designed to obtain parole for the INSURED, its attendance at the trial and/or meet the payment of the legal costs.

Initial assistance when in police custody is expressly included. Except for the initial assistance for the detainee, criminal defence for traffic incidents is excluded, except when these are not covered by the policy for the vehicle driven or occupied, in which case, alternatively, they would be covered by this protection. Also excluded is the criminal defence of the INSURED due to driving any motorised air or sea vehicle.

The defence of the INSURED is covered in its status as pedestrian, passenger of any transportation, driver of a non-motorised land vehicle or driver of a motorised land vehicle not classified as a motorised vehicle for the purposes of the legislation on traffic (such as electric scooters, electric wheelchairs, etc.).

11.2. Legal Advice at distance when travelling

In matters relating to the general scope of the travel as covered by the policy, the INSURER will notify the INSURED of its rights by telephone or other remote means. Legal advice will be provided by a solicitor belonging to the INSURER's Legal Assistance Centre. from Monday to Friday, 9:00 a.m. to 8 p.m. (CET), except on national holidays.

The consultation must not cover matters contrary to the law, decency and/or public order.

The consultation will take place verbally, without issuing a written opinion. The advice will consist of initial legal guidance on the issue leading to the consultation and will not include the review of documentation.

If the need for legal advice occurs during a trip abroad to any country with which Spain has diplomatic relations, related to an accident in its private life, the INSURER will contact a solicitor practising in that country who speaks Spanish, and failing that another related one that can understand the INSURED, so that he can arrange an interview in his office, or assist with statements before the Courts or Competent authorities. The legal consultation and assistance will be at the expense of the INSURED.

11.3. Claims for non-contractual damages

The INSURER covers claims for damages suffered by the INSURED, to its person due to injuries or to its property due to material damage, against the third party responsible, through an accident taking place during the travel covered by the policy.

Not covered by this protection are claims for damages resulting from a breach of a contract by a third party. The claim is covered for both an amicable procedure and a judicial or administrative proceeding.

Claims for damages caused to the INSURED due to traffic incidents are excluded, unless such claims are not covered by the policy for the vehicle occupied or driven by the INSURED. Also excluded are the claims for damages suffered by the INSURED due to driving any motorised air or sea vehicle.

Covered are the claims for damages suffered as a pedestrian, passenger of any transportation, driver of a non-motorised land vehicle or driver of a motorised land vehicle that is not considered a motorised vehicle for the purpose of traffic laws (such as electric scooters, electric wheelchairs, etc.).

11.4. Claim for breach of sale contracts

The INSURER will cover claims relating to the INSURED's rights (amicably or in an administrative, judicial or arbitral proceeding) resulting from a breach of sale contracts for personal property acquired during a temporary journey of the type covered by the policy, in which the INSURED is the buyer and the seller is a business person or company legally authorised to sell.

For this coverage, personal property is considered to be clothing and personal belongings, electrical appliances, image, sound, telephone or computer appliances, food, household furniture, decorative objects, books and, in general, any tools, instruments or anything that could be considered personal trousseau and is commonly traded. Not considered as personal property are works of art and antiques (with a recognised value in the art market), gold, silver or platinum objects and coins, with or without precious stones, or tapestries, paintings, carpets or leathers, **whose unit value exceeds €3,000.**

11.5. Claim for breach of service contracts

The INSURER covers the INSURED's claims to protect its rights (amicably or in an administrative, judicial or arbitration proceeding) against a contractual partner, for a breach by this party of the service leasing contracts listed below, of which the INSURER is a holder and end recipient, at the responsibility of this, and that are caused by temporary travel of the type covered by the policy:

- Services of qualified professionals.
- Medical and hospital services.
- Veterinary services.
- Surveillance and security services.
- Education and school transport services.
- Housekeeping, laundry, dry cleaning and gardening services.
- Authorised technical services to repair home appliances, electronic or electrical.
- Services for the repair and/or maintenance of vehicles owned by the INSURED.
- Services for the rental of cars and bikes.

ADDITIONAL PROVISIONS

In fulfilment of the provisions of article 96 of Act 20/2015, of 14 July on the organisation, supervision and solvency of insurers and reinsurers, as well as the implementing regulations, you are hereby informed:

-That this Entity shall publish a report on its financial situation and solvency every year, as per the contents, forms and timeframes required for such publications and determined in the implementing regulations of the Law on the organisation, supervision and solvency of insurers and reinsurers.

-That Spanish legislation shall not apply in case of liquidation of the insuring entity.

PERSONAL DATA PROTECTION

The personal data that the Policyholder and Insured provide to the Insurers, whether directly or through an insurance broker or through the professionals that interact with the insured, throughout the insurance relationship, shall be included in digital personal data files that will be duly protected and registered with the Spanish Data Protection Agency, in the name of and to be processed by ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, in its legal capacity as the Insurance Firm.

ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, is expressly and duly authorised to process, for the purposes of the insurance, the data provided at the time of contracting the insurance and that received at any subsequent point as a consequence of the contractual relationship and/or the processing of any claim; said authorisation extends to access to and use of such data by persons who participate in the insured business, including professionals and medical centres that assist in the provision of the health coverage, in order to fulfil the conditions of the contract and provide the corresponding services; such usage and access likewise extends specifically with the purpose of processing/managing claims, to reinsurance and coinsurance entities, which are involved in possible coinsurance and reinsurance operations, and other entities that are involved in management and collection of premiums. Likewise, unless otherwise instructed by the party in whose name the personal data are registered, the Policyholder and Insureds authorise processing and transfer of the abovementioned data for the purposes of fraud prevention and investigation.

The Policyholder authorises ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España to process the Policyholder's contact details, where such data do not fall within the scope of the Organic Data Protection Act, and to pass on this policy to the insured so that the insured may agree to its terms, and to process the insured's data. In this regard, for the purposes of processing claims or issuing the corresponding invoices and bills, it is possible that the medical centres or professional specialists that are involved in such claims need to communicate the data of a loss/accident or the scope of the same, and to this end, the Policyholder consents to the communication of health data or details on the damage caused to property that may be necessary for the purposes of appraising the value of a loss or paying the corresponding invoices. The insured guarantee that they have all the authorisations required to communicate the personal data of beneficiaries, other insureds or third parties receiving the requested and contracted services, to ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España.

For the insurance modes that include providing Health Services to the insured, it is hereby expressly recorded that said services will not be provided by the Insurers directly, but by medical professionals or entities with which there are pre-arranged agreements. The insured expressly consents to being contacted by said service providers or to have their data given to said health entities or professionals with which there are pre-existing agreements, for the purpose of providing said services.

Likewise, the insured is hereby informed of and consents to the possibility that their personal data will be processed with the objective of performing quality and/or satisfaction surveys and that the insured may receive information and commercial offers, including by email, on the products or services provided by the company, by companies in the same corporate Group, or by third companies in the insurance, banking or tourism sectors, or companies in related sectors, and that such data may be used for the creation of consumer profiles. Likewise, you consent to the Company transferring your data with the same purpose to companies within its Group and companies related to the insurance, banking or tourism sectors. If the request for insurance includes the personal data of natural persons other than the insured, the insured must inform such persons of the points set out in the preceding paragraphs. Notwithstanding, if you wish to limit the processing and usage of your data strictly to the contractual purposes of this policy, you may do so by ticking the corresponding box below:

- ◊ I do not wish to receive any commercial information whatsoever by any means.
- ◊ I do not wish to receive any commercial information by email.
- ◊ I do not want my data transferred for commercial purposes.

The Policyholder and Insured may exercise at any time their rights to access, rectify, cancel and oppose inclusion of the personal data recorded in these files, in the terms established in Organic Act 15/1999, of 13 December, on the Protection of Personal Data and the implementing regulations, by notifying the Data File Processor, in writing at the address Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid).

CUSTOMER SERVICES

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a **Customer Service Department**, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's **Customer Services Department**, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@erv.es

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works.

Claim refers to the claim presented by the insureds with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

The undersigning party hereby acknowledges that they have received, on this same date, in writing and prior to signing the Contract, all the information required under the Implementing Regulations of the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and the General, Particular and Special Conditions of this policy.



ERV SEGUROS DE VIAJE
Europäische Reiseversicherung AG, Sucursal en España

Address: Av. Isla Graciosa, 1
28703 San Sebastián de los Reyes (MADRID)
Tel. 91 344 17 37 Fax: 91 457 93 02
contacto@erv.es

THE POLICYHOLDER

Entry 1 in the Trade Registry of Madrid,
dated 27-08- 2015
Sheet M-602242. Page 123 Vol. 33.458