



General Conditions of Travel Assistance University of Barcelona (EXP. 2025/64)

Lot 4. Travel and mobility assistance for the university community

**POLICY N° 394139 - ERASMUS OUTSIDE EUROPE STUDENTS
INCOMING - EUROPEAN UNION - MAXIMUM 6 MONTHS**

**POLICY N° 394143 - ERASMUS OUTSIDE EUROPE STUDENTS
OUTGOING - WORLDWIDE EXCEPT USA - MAXIMUM 6 MONTHS**

**POLICY N° 394144 - ERASMUS OUTSIDE EUROPE STUDENTS
OUTGOING - USA - MAXIMUM 6 MONTHS**

**POLICY N° 394140 - ERASMUS OUTSIDE EUROPE TEACHERS, RESEARCHERS AND STAFF PDI/PTGAS
INCOMING - EUROPEAN UNION – 7, 10 AND 15 DAYS**

**POLICY N° 394145 - ERASMUS OUTSIDE EUROPE TEACHERS, RESEARCHERS AND STAFF PDI/PTGAS
OUTGOING – WORLD CUP INCLUDING USA - 7, 10 AND 15 DAYS**

**POLICY N° 394141 - STUDENTS, TEACHERS, RESEARCHERS, TEACHING AND RESEARCH STAFF/PTGAS
EMPLOYEES AND FAMILY MEMBERS OF THE UNIVERSITY COMMUNITY
INCOMING - EUROPEAN UNION - 90, 180, 365 DAYS.**

**POLICY N° 394148 - RESEARCHERS, TEACHING AND RESEARCH STAFF/PTGAS EMPLOYEES AND FAMILY
MEMBERS OF THE UNIVERSITY COMMUNITY
OUTGOING – EUROPEAN UNION – 90, 180, 365 DAYS.**

**POLICY N° 394146 - RESEARCHERS, TEACHING AND RESEARCH STAFF/PTGAS EMPLOYEES AND FAMILY
MEMBERS OF THE UNIVERSITY COMMUNITY
OUTGOING – WORLDWIDE EXCEPT USA - 90, 180, 365 DAYS.**

**POLICY N° 394147 - RESEARCHERS, TEACHING AND RESEARCH STAFF/PTGAS EMPLOYEES AND FAMILY
MEMBERS OF THE UNIVERSITY COMMUNITY
OUTGOING – USA - 90, 180, 365 DAYS.**

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1. Preliminary Clause

This Insurance is subject to Law 50/80, of 8 October, on Insurance Contracts (B.O.E. of 17 1980), Law 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies, to the modifications and adaptations thereof that may occur and to its regulatory provisions.

In accordance with the legal mandate, the Conditions of the insurance contract have been drafted with a clear and precise form, so that those who have an interest in the contract can know its exact scope.

- 1.1. The information provided by the policyholder in the Insurance Application and any other documentation and/or information attached thereto, constitutes the basis on which these terms and conditions have been established, including the calculation of their price, and the essential reason why the Insurer enters into this contract. If, in providing such information, there has been a reservation or inaccuracy, the contractual balance would be broken.**
- 1.2. The policyholder is obliged to inform the Insurer of the nature and circumstances of the risk and to notify any circumstance known to the Insurer or to the Insured that may influence its assessment. This obligation is prior to the conclusion of the contract, so the contracting party must declare to the Insurer, in accordance with the questionnaire to which the latter submits, all the circumstances that may influence the risk assessment.**
- 1.3. This Insurance will be formalized when the contract or the provisional coverage document is duly signed by the contracting parties and will take effect on the date and time specified in the Specific Conditions.**
- 1.4. If the content of the contract differs from the Insurance proposal or the agreed clauses, the contracting party may claim from the Insurer, within a period of one month from the delivery of the contract, to correct the existing discrepancy. If this period has elapsed without making the claim, the provisions of the Insurance will apply.**

2. Definitions

In this contract, the following definitions apply:

INSURER

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U. as the insurance company that assumes the contractually agreed risk, subject to Spanish law and with its registered office in Spain.

INSURANCE POLICYHOLDER

It is the legal person that signs this contract and to which the obligations that arise correspond, except those that by their nature must be fulfilled by the insured:

- University of Barcelona
- Foundation Institute for Continuing Education (IL3)
- Barcelona Science Park Foundation
- Bosch i Gimpera Foundation
- Josep Finestres Foundation
- Solidarity Foundation
- Montcelimar Foundation
- Guasch Coranty Foundation
- Agustí Pedro i Pons University Foundation
- Innovative and scientific culture UB
- R. Amigó Cuyàs Private Foundation
- Colegios Mayores Foundation

INSURABLE GROUP

It is the group of people who, being united by a common bond or interest, and not only by the purpose of insuring themselves, at the same time meet the necessary legal conditions to be insured:

Students, teaching staff, researchers and staff (PAS, PDI/PTGAS) from the university community of the University of Barcelona and entities of the UB Group, as well as from other universities that come to make a stay at the University of Barcelona.

INSURED

The person or each of the persons who, belonging to the insurable group, satisfies the contracting conditions and **appears in the list of persons included in the Insurance**, contained in the Specific Conditions or their annexes.

ACCIDENT

Any event due to a violent, sudden, external cause beyond the Insured's control that produces objectively appreciable bodily injury.

PROFESSIONAL ACTIVITY WITH AGGRAVATED RISK

Those professions or sectors with a predominant physical component or development, both in processes and results, with serious potential for impairment of the worker's health, partial or integral, of suffering an occupational accident, sequelae and/or common or occupational disease, even under habitual, diligent or agreed performance, with or without the use of machinery and/or external elements. This definition includes professional and/or sectoral activities whose craftsmanship or physical development is a differentiating character from predominantly intellectual activities.

ASSAULT

It is defined as any physical impairment or intentional attack suffered by the Insured, resulting from a deliberate, sudden and brutal action by another person or group of people.

BENEFICIARY

It is the natural or legal person to whom the insurer must pay the sum or sums insured.

HOSPITAL CENTER

Public or private establishment, hospital, health centre or clinic, legally authorised for the medical treatment of bodily illness or injury with the material and personal means necessary to carry out diagnoses, treatments and surgical interventions. **Hospitals, spas, nursing homes, nursing homes, day centres or similar are not considered Hospitals.**

INDIVIDUAL CERTIFICATE OF INSURANCE

It is the document issued by the insurer justifying the insured included in the policy, which will state the sums insured for each benefit and, where appropriate, the designated beneficiaries. In the absence of an express designation of beneficiaries, the legal beneficiaries will be designated.

INSURANCE POLICYHOLDER

The natural or legal person who signs this contract with the Insurer and represents the Insured Group to which the obligations arising therefrom correspond, except for those that by their nature must be fulfilled by the Insured or their Beneficiaries.

QUARANTINE

Temporary isolation of people to prevent the spread of an infectious disease.

DOMICILE OF THE INSURED

That of their residence in Spain, except in the case of Insurance taken out for trips to Spain in which the Insured has their residence abroad, or of third-country nationals on trips abroad.

For the purposes of the benefits of the coverage and indemnity limits described in each of them, **the domicile of the insured is that of his habitual residence in his different countries of origin**, so whenever the word Spain appears, it will be understood that it is the country of origin of the Insured and whenever the word foreign appears, it will be understood as all other countries, except that of the Insured's domicile.

FRAUD

Intention to cause damage, harm or artifice, to a greater or lesser degree.

PUBLIC HEALTH EMERGENCY OF INTERNATIONAL CONCERN

Serious, unexpected event with a risk of international spread that makes it necessary for international or national health authorities to take measures to restrict travel and/or trade.

ILLNESS

Any alteration in the Insured's state of health, the diagnosis and confirmation of which is made by a legally recognised doctor, and whose assistance is required.

CONGENITAL DISEASE

It is the one with which one is born, because it has been contracted in the womb of the mother.

SERIOUS ILLNESS

Any alteration in the Insured's state of health, which requires urgent and essential medical assistance to avoid risk to the life or physical integrity of the Insured.

PRE-TRAVEL ILLNESS

Any ailment, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the effective date of the contract.

TERMINAL ILLNESS

Advanced, progressive and incurable condition for which there is no reasonable chance of response to specific treatment and with a prognosis of less than 12 months of life.

LUGGAGE

Objects for personal use that the insured carries with them during the trip, as well as those issued by any means of transport.

PATIENT STABILIZATION

Time at which the airway has been secured, the haemorrhage has been controlled, the shock has been treated and the fractures have been immobilised, interrupting the worsening of the patient's condition and maintaining their vital signs (blood pressure, pulse, breathing and tissue perfusion) over time.

EVENT

A set of all the individual events that can be covered, which arise or are directly caused by the same occurrence or event and for which the assistance of the Insurance is requested.

FAMILY MEMBERS

Only the spouses, partners, children, parents, grandchildren, grandparents, siblings, parents-in-law, sons-in-law, daughters-in-law and brothers-in-law of the Insured are considered family members, except as provided for each Coverage. In addition, the legal guardians of the Insured will have this condition.

EVENT DATE

The risk foreseen and covered by the Insurance occurs, which, in any case, must necessarily derive from an accident or event that occurred while the insurance contract is in force.

SKI PASS

A fixed-price pass that allows the purchaser to make free use of ski facilities.

FRANCHISE

It is the amount or percentage, expressly agreed, that in an Indemnity for an event with coverage is borne by the Insured.

INSURABLE GROUP

It is the group of natural persons, united by a common bond prior to or simultaneous to the adhesion of the insurance and different from it, who meet the conditions to be Insured.

HOSPITALIZATION

It involves the patient's check-in and prescribed stay in the hospital for a minimum of 24 hours.

THEFT

Appropriation of other people's things, for profit, without using violence or intimidation of people, or force in things.

PERMANENT DISABILITY

Permanent disability is understood to be the organic or functional loss of the insured's limbs and faculties, the intensity of which is described in these general conditions, and provided that recovery is not considered foreseeable in accordance with the opinion of the medical experts appointed in accordance with the law.

ABSOLUTE PERMANENT DISABILITY

Situation in which the Insured is permanently and irreversibly incapacitated to carry out any profession.

ORTHOSES

Support or other external device applied to the body to modify the functional or structural aspects of the neuromusculoskeletal system. Appliances or devices, splints, technical aids and supports used in orthopaedics, physiotherapy and occupational therapy that correct or facilitate the execution of an action, activity or movement, seeking energy savings and greater safety. They are used to support, align or correct deformities and to improve the function of the musculoskeletal system.

COUPLE

Spouse, common-law partner registered as such in an official, local, regional or national Register, as well as situations of similar accredited cohabitation.

POLICY

It is the document that incorporates the Insurance Contract. It is made up of General and Specific Conditions that have been delivered to the Contracting Party/Insured at the time of contracting. There may also be Special Conditions for certain insurable risks or groups. **The Policy, also called an Insurance contract, includes the Supplements or annexes that modify or complement its content.**

PREMIUM

The price of insurance. It also contains the taxes that are legally applicable.

INCOMING.

All types of travel to Spain, in which the insured is domiciled abroad. For the purposes of the benefits of the guarantees and indemnity limits described in each one, the domicile of the insured will be that of his habitual residence in his different countries of origin, and whenever the word Spain appears, it will be understood that it is the country of origin of the insured. Foreigners residing in Spain, when they travel abroad or visit their country of origin or valid passport, will receive the same benefits as on a trip to Spain.

HABITUAL RESIDENCE

The place where the Insured has his main residence. In case of doubt, it will be understood that it is the one that appears as such in its census registration.

RISK

Reason or reason for taking out the Insurance. It is the possible damage that the Insured expects to see repaired, compensated or attended to by the Insurance.

THEFT

Appropriation of other people's property through violence or intimidation of people, or force on things.

INSURANCE WITH MAXIMUM AMOUNT COVERED

The form of insurance by which a certain maximum amount is guaranteed up to which the insured risk is covered, regardless of the total value, without, therefore, the proportional rule being applicable.

SUM INSURED

The amount set out in the Particular, Special and General Conditions, which constitutes the maximum limit of the indemnity or reimbursement to be paid by the Insurer for all covered events occurring during the term of the Insurance.

URGENCY

A situation of serious health impairment that requires medical and health care that, if not provided immediately, could endanger the patient's life or physical integrity or cause permanent impairment of their health.

TRAVEL

A trip is understood to be any journey made outside the insured's usual home, from departure to return, at the end of the journey.

TRAVEL ABROAD

Any displacement and consequent stay of the Insured Persons outside the country where their domicile and/or habitual residence is located.

BUSINESS TRIP

Any trip planned by reason of the Insured's professional activity is considered a business trip. Non-professional activities will be covered when they are related to a Business Trip, understanding by this that the coverage is extended to 24 hours, during stays on business trips. Trips to and from the workplace at the Insured's home, those that affect personnel posted abroad except for long-stay contracts or those whose function requires them to travel permanently (postmen, couriers, pilots and crews of means of transport or similar professions) are not considered to be business trips.

3. Activity of the contractor

Higher education centres and other entities with research, teaching, development, continuous training, transfer of knowledge, technology and innovation, provision of work and services to third parties, international cooperation, as well as residential and sports activities through the halls of residence and sports service, which has members who do not necessarily have to be students of the University itself. Rental service of laboratory and office space and the provision of scientific services in the field of life sciences and science dissemination activities to young people and children, and the services derived from these. Solidarity and human relations projects and programmes.

4. Purpose of the insurance

Contracting by the University of Barcelona, as the policyholder of the insurance coverage that covers the risks covered under the aforementioned coverage of bachelor's degrees, master's degrees and those who carry out other courses, activities, stays, etc., promoted by the University of Barcelona and entities of the UB Group, as well as accidents and expenses on the campus of other universities or companies and students, teaching, research and administrative and service staff who come to carry out a stay at the University of Barcelona.

5. Geographical Extension

The guarantees of this insurance are effective throughout the world, being valid for one country or another according to the option indicated in the Particular Conditions.

European countries: Albania, Austria, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, FYR Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, United Kingdom (the European part, to the Urals), San Marino, Serbia, Sweden, Switzerland, Turkey and Ukraine. **Those overseas territories of the aforementioned countries that are not in the continental European geographical territory except the Canary Islands, Azores and Madeira will not be considered within the scope of Europe.**

In general, the following countries bordering the Mediterranean will be considered the same as Europe: Morocco, Algeria, Tunisia, Libya, Egypt, Israel and Jordan.

The scope of coverage for Spanish insured persons is abroad, except for the guarantee of medical, pharmaceutical or hospitalisation expenses derived exclusively from accidents, which will also be applicable in Spain.

The scope of coverage for foreign insured persons is Spain. If for study reasons these foreign insured persons must carry out academic stays in other European countries, they will also be covered as long as the stay in these countries does not exceed 120 days.

The guarantees will only be valid more **than 30 kilometres from** the insured's usual home, except in the Balearic Islands and the Canary Islands, where it will be **valid more than 15 kilometres** away. This condition will not apply to the optional guarantees of accidents (death, disability and health care due to accident), family misfortune, loss of classes and loss of enrolment, for Spanish students in Spain.

6. Insurance Coverages

By means of this coverage, the Insurer undertakes, **within the limits and under the conditions established below and in the Particular and Special Conditions**, to take charge of the agreed benefits.

All of the warranties described below include COVID-19 (common disease) caused by SARS-CoV-2.

A) MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE COVERAGE

1. MEDICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES

The Insurer will be responsible, **up to the limit established in the Specific Conditions**, for the medical-surgical, pharmaceutical, hospitalization and ambulance expenses that the Insured needs during a trip abroad covered by the Insurance, as a result of an illness or accident occurring in the course of the trip, and **up to a maximum of 365 days from the date of the accident or the first diagnosis of the disease, provided that you have requested the prior consent of the Insurer.**

The limit of medical-surgical, pharmaceutical and hospitalization expenses in the Insured's country of origin is established in Particular Conditions.

In cases of urgency as a result of an unforeseeable complication of a chronic disease or prior to travel, the Insurer will bear the costs **until the patient is stabilized.**

2. EMERGENCY DENTAL EXPENSES ABROAD

The insurer will be responsible for the treatment costs as a result of the appearance of acute dental problems such as infections, pain, broken teeth, falling fillings, etc., which require emergency treatment, **provided that they occur during the course of a trip abroad and up to the limit indicated in the Specific Conditions.**

3. ADVANCE ON DEPOSITS FOR HOSPITALIZATION ABROAD

When, due to an accident or illness covered by the Insurance during a trip abroad, the Insured needs to be admitted to a Medical Centre, the Insurer will be responsible for the deposit that the Centre requires to proceed with the admission of the Insured, **with the limit contracted for the coverage of Medical Expenses.**

4. EXTENSION OF STAY

If the insured person is ill or injured abroad, and it is not possible for him to return on the scheduled date, when the insurer's medical team decides on the basis of his contacts with the doctor treating him, the insurer will bear the expenses not initially foreseen by the insured, caused by the extension of the stay in the hotel and subsistence motivated by the total limits, both temporary and economic, **up to the limit that has been established in the Particular Conditions.**

5. MEDICAL TRANSFER OR MEDICAL REPATRIATION

In the event of an accident or illness of the Insured during a trip outside his country of residence, the Insurer will take over, **when necessary and decided by the Insurer's medical services in collaboration with the doctor treating the Insured**, the transfer or repatriation of the Insured to a suitably equipped health centre or to his or her usual place of residence.

Depending on the emergency or serious situation **in which the Insured is, the Insurer's medical team will decide** on the means of transport used in each case as well as to which health centre the transfer will be made or whether repatriation is necessary, and will be in permanent contact with the doctors attending the Insured. supervising that it receives adequate attention.

The Insurer's medical team, depending on the Insured's medical situation and only when the Insured is displaced within the territorial area of Europe or the countries bordering the Mediterranean indicated in the Geographical Extension section, may authorise the use of a medical aircraft.

In the rest of the world, it can be used from the patient's stabilization medical center to the most appropriate medical center of excellence, with the limit indicated in Particular Conditions.

6. TRAVEL EXPENSES FOR A COMPANION

In the event that the **Insured's hospitalisation, due to an accident or illness with coverage**, is expected to last **more than five nights**, the Insurer will provide the companion who has been designated by the Insured **with a return ticket by rail (first class), plane (economy class) or the means of public and collective transport that the Insurer considers most suitable**. to go with the hospitalized person, up to the limit that has been established in the Particular Conditions.

7. ACCOMMODATION EXPENSES FOR THE COMPANION OF THE HOSPITALIZED INSURED

In the event that the **Insured's hospitalisation, due to an accident or illness with coverage**, is expected to last **more than five nights**, the Insurer will be responsible for the accommodation and maintenance costs of the companion designated by the Insured in the locality where the Insured is hospitalised, **up to the limit established in the Specific Conditions.**

This coverage will be applicable even if the companion is traveling with the Insured.

8. TRANSFER OR REPATRIATION OF MORTAL REMAINS

If, in the course of a **covered trip**, the insured person dies, the insurer will be responsible for the procedures and expenses necessary for the transfer or repatriation of his or her mortal remains to the place of burial, cremation or funeral ceremony in his or her place of residence in the insured's country of origin. **up to the limit indicated in the Particular Conditions.**

The costs of burial, cremation or funeral ceremonies, or the cost of the coffin, will not be covered by this guarantee.

9. TRAVEL EXPENSES OF THE COMPANION OF MORTAL REMAINS

The Insurer will provide the person resident in the Insured's country of residence and designated by the family members, **with a return ticket by rail (first class), plane (economy class) or the means of public and collective**

transport that the Insurer considers most suitable, to accompany the mortal remains.

10. CRIMINAL DEFENSE ABROAD

Defence of the insured and his criminal liability in foreign courts in the context of his private life, on the occasion of the travel subject to the insurance. **Cases in which there is intent or gross negligence on the part of the insured are excluded.**

The maximum limit of expenses for this guarantee will be that established under particular conditions.

Exclusions Applicable to Medical Assistance and Travel Assistance Coverage

Events that occur as a result of:

- a) Pre-trip and/or congenital illnesses, chronic conditions or ailments under medical treatment prior to the start of the trip, except as provided for in the "Medical Expenses" coverage.
- b) General medical examinations, periodic check-ups, check-ups and any visit or treatment that is preventive medicine, according to generally accepted medical criteria.
- (c) Travel for medical treatment or after diagnosis of a terminal illness.
- d) Diagnosis, monitoring and treatment of pregnancy, voluntary termination of pregnancy and childbirth.
- e) Treatment and rehabilitation of mental or nervous illnesses.
- f) Acquisition, implantation, replacement, extraction and/or repair of prostheses, materials and devices of any kind, such as pacemakers, stimulators, anatomical or dental parts, orthoses and osteosynthesis material (including natural bone substitutes, phosphocalcium ceramics, phosphocalcium cements, calcium sulphate, collagen, osteoinducing materials, demineralized bone matrix, morphogenetic bone protein and growth factors), prostheses of breast, intraocular and extraocular lenses, deafness devices, except as provided in section - C) Prosthesis - of the coverage "1. MEDICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES".

Any other expense related to any non-autologous implantable, active, synthetic or biological product, material or substance, not included in the previous detail.

- g) Dental, ophthalmological or otorhinolaryngological treatments, except in cases of emergency.
- h) Special treatments, dialysis, experimental surgeries, plastic or reconstructive surgery and those not recognized by Western medical science.
- i) Any medical or pharmaceutical expense, not related to hospitalisation, less than the amount that may be established in Particular Conditions is excluded.
- j) When the illness or accident occurs abroad, any medical expense incurred in Spain even if it corresponds to a treatment prescribed or started abroad, with the exception of the provisions of the coverage "Medical expenses of Hospitalization in Spain for continuity of care abroad".

B) COVERAGE OF TRAVEL AND FLIGHT INCIDENTS

11. LOSS, DAMAGE OR THEFT OF LUGGAGE

The insurer guarantees, up to the amount fixed in the special conditions, and subject to the exclusions indicated in these general conditions, the payment of compensation for material losses suffered by the baggage, **during the journeys to and from the insured's country of origin, as a result of:**

- Robbery (for these purposes, robbery is understood to be the theft committed by violence or intimidation of people or force on things).
- Breakdowns or damage caused **directly** by fire or theft.
- Breakdowns and definitive loss, total or partial, caused by the Carrier.

Valuables are covered up to 50% of the sum insured on the baggage as a whole. Valuables means baggage left in motor vehicles, jewellery, watches, objects of noble metals, furs, paintings, works of art, silver and goldsmithery in precious metals, unique objects, mobile telephones and their accessories, cameras and accessories for

photography and video, radio, recording or sound or image reproduction, as well as their accessories, computer equipment of all kinds, models and remote-controlled accessories, rifles, hunting shotguns, as well as their optical accessories, wheelchairs, medical devices and others of a similar nature.

To be taken into account by the Insured:

- Jewellery and skins are guaranteed only against theft and only when they are deposited in a hotel safe or carried by the Insured.
- The application of the proportional rule in the event of an event covered in this section is expressly repealed, with compensation being paid up to the maximum amount covered.
- In cases of theft, the Insured must report the fact to the police at the place of occurrence, stating the list of objects and their economic value, as well as obtaining a copy of said report that will be sent to the Insurer. This report must be filed within a maximum period of 48 hours from the theft.
- If the baggage is subsequently located and recovered, it will remain in deposit with the Insurer until the Insured returns the compensation that the Insured would have received for the loss, theft or destruction under this Insurance.

12. SHIPMENT OF OBJECTS FORGOTTEN DURING THE TRIP

In the event that the Insured forgets baggage or personal belongings during their trip, the Insurer will organise and assume the shipment of the same to the destination of the insured's trip or the Insured's domicile in Spain or country of residence. This coverage also extends to those objects that have been stolen during the trip and recovered later. The limit for this coverage will be that established in the Particular Conditions.

13. DELAY IN THE DELIVERY OF CHECKED BAGGAGE BY PUBLIC TRANSPORT

In the event of a delay in the delivery of checked baggage by public transport, **exceeding the hours specified in the Particular Conditions**, the Insurer will be responsible for the amount of those basic necessities that the Insured needs to acquire due to the temporary absence of their luggage, **being an essential requirement that such items are acquired within the period of delay suffered**.

The Insured must provide the corresponding documentation accrediting the delay, issued by the Carrier, and the original invoices of the objects purchased. This reimbursement will be deductible from the corresponding sum insured in the event of loss in accordance with the above coverage.

The minimum time limit of delay and the maximum sum insured for this concept will be that indicated in the Particular Conditions.

14. EARLY RETURN OF THE INSURED DUE TO THE DEATH OF A FAMILY MEMBER

When the Insured has to interrupt the trip **due to the death of a family member**, the Insurer will take care of the travel, **by rail (first class), plane (economy class) or the means of public and collective transport that the Insurer considers most suitable**, to his or her place of habitual residence or to the place of burial in the country of the Insured's habitual residence. **and provided that they cannot make such a trip with their own means of transport or those hired by the Insured to make the trip**.

15. EARLY RETURN OF THE INSURED DUE TO A SERIOUS EVENT THAT OCCURRED AT HIS OR HER HABITUAL RESIDENCE OR PROFESSIONAL PREMISES

The Insurer will be responsible for the immediate and urgent travel expenses, **by rail (first class), plane (tourist class) or the means of public and collective transport that the Insurer considers most suitable**, to your usual place of residence, due to the occurrence of an event of fire, explosion, flood or theft in your habitual residence or own or rented professional premises that would make them uninhabitable or with a serious risk of occurring greater damage that absolutely and immediately justifies **their presence and the need for the trip, provided that they cannot make such a trip with their own means of transport or those hired by the Insured to make the trip**.

16. ADVANCE OF FUNDS

The insurer will advance funds to the insured, **if necessary, up to the financial limit indicated in the Specific Conditions**.

The insurer will ask the insured for some type of guarantee or guarantee to ensure the collection of the advance. In any case, **the amounts advanced will be returned to the insurer within a maximum period of 30 days.**

Exclusions Applicable to Travel, Flight and Assistance Services Incident Coverage

The following are not covered by this Agreement:

- a) Goods, travel tickets, cash, stamp collections, securities of any nature, documents in general and securities on paper, tapes and/or memory units, documents recorded on magnetic strips or filmed and collections, except as provided in coverage 38. CASH BACK**
- b) Theft.** Theft is understood as the theft committed carelessly, without violence or intimidation of persons or force in things.
- c) Damage due to normal or natural wear and tear, own defect and inadequate or insufficient or unidentified packaging, as well as fragile luggage or perishable products. Those produced by the action of the weather.**
- d) Losses resulting from an object, not entrusted to a carrier, being simply misplaced or forgotten.**
- e) Theft during the stay in camping and caravanning, in free camping, or in any non-fixed, mobile or transportable accommodation, excluding valuables.**
- f) Damage, loss or theft of personal effects and belongings that have been left unattended in a public place or in a place made available to several occupants.**
- g) Damage caused directly or indirectly by strikes, earthquakes and radioactivity.**
- h) Damage caused intentionally by the Insured, or negligence of the Insured and those caused by spillage of liquids inside the baggage.**
- i) All motor vehicles, as well as their accessories and accessories.**
- j) Coverage for delay and cancellation produced as a result of a strike or labour dispute is excluded.**

C) TRAVEL ASSISTANCE SERVICES

17. TRANSMISSION OF URGENT MESSAGES

The Insurer shall make available to the Insured its network of Assistance Centres to transmit **urgent messages concerning a covered event** suffered by the Insured and **which cannot otherwise be sent by the Insured.**

D) PRIVATE LIABILITY COVERAGE

18. PRIVATE CIVIL LIABILITY

The Insurer shall be responsible, **if established in Particular Conditions and up to the limit indicated therein**, for the pecuniary compensation, which, in accordance with Articles 1902 to 1910 of the Civil Code, or similar provisions provided for by foreign legislation, must be paid by the Insured, in his capacity as a **private person**, as civilly liable forbodily or material damage caused unintentionally during the trip to third parties in their persons, animals or things.

The contracting party of the insurance, the rest of the Insured by this Insurance, their spouses, common-law partners registered as such in an official, local, regional or national Register, ascendants or descendants or any other family member who lives with either of them, as well as their partners, employees and any other person who de facto or de jure depends on the contracting party or the Insured, are not considered to be third parties. as long as it acts within the scope of said dependency.

This limit includes the payment of legal costs and expenses, as well as the constitution of the judicial bonds required of the Insured.

The deductibles that will be applicable per event covered by this Insurance, as well as the maximum amount guaranteed per contract and year, will be established in the Specific Conditions.

Exclusions Applicable to Private Liability Coverage

- a) Any type of Liability that corresponds to the Insured for the driving of motor vehicles, aircraft and boats, as well as for the use of firearms.
- b) Civil liability arising from any professional, political or associative activity.
- c) Fines or sanctions imposed by courts or authorities of all kinds.
- d) Liability derived from the practice of sports as a professional and the following modalities, even if it is as an amateur, Mountaineering, boxing, bosleigh, caving, judo, parachuting, hang gliding, polo, rugby, shooting, yachting, martial arts and those practiced with motor vehicles.
- e) Damage to objects entrusted by any title to the Insured.
- f) Civil liability for the ownership or possession of animals, swimming pools, fuel tanks, etc.
- g) Civil liability arising from business, trade union or community activities.
- h) Civil liability arising from the ownership and/or possession of weapons, motor vehicles.
- i) Civil liability for the temporary accommodation of minors, friends, etc.
- j) Civil liability for damage to the entrusted property.

E) ACCIDENTS

19. DEATH AND DISABILITY DUE TO ACCIDENT

If, as a result of an **ACCIDENT**, as defined in this Contract, suffered during a trip, the **DEATH** of the Insured occurs, or the Insured is left with a degree of **ABSOLUTE DISABILITY**, the Insurer will proceed to indemnify the Insured, the beneficiaries or the legal heirs of the latter, up to the limit established in the Particular Conditions.

For the purposes of this contract, Absolute Permanent Disability is understood to be the injuries indicated below:

Type of injury	Degree of disability
Incurable mental insanity, which makes it impossible to carry out any work activity	100 %
Complete blindness in both eyes	100 %
Total loss of both legs or feet, both hands or arms, an arm and leg, or a hand and foot	100 %
Tetraplegia	100 %
Paraplegia	100 %

To be taken into account by the Insured:

- a) The existence of several types of disability derived from the same accident will not be cumulative.
- b) If a limb or organ affected by an accident had amputations or functional limitations prior to the accident, the percentage of compensation applicable shall be the difference between that of the pre-existing disability and that resulting after the accident.
- (c) The determination of the degree of disability resulting from the accident will be made in accordance with Article 104 of Law 50/1980. If the Insured does not accept the Entity's proposal

Insurer with regard to the degree of disability, the parties shall submit to the decision of Medical Experts in accordance with Articles 38 and 39 of the aforementioned Law.

Without prejudice to what may be established in the Specific Conditions, the benefits provided for the risks of Death and Absolute Permanent Disability are not cumulative with each other. Therefore, the payment of a benefit will automatically extinguish the coverage of the rest of the Coverage.

However, if after the payment of an indemnity for permanent disability, the death of the Insured occurs, as a result of the same event, the Insurer will pay the difference between the amount paid for disability and the sum insured in the event of death, if this sum is higher.

The maximum limit per accumulation from the same event for this Coverage will be established in the Specific Conditions.

PARTIAL PERMANENT DISABILITY: If the accident results in a Partial Permanent Disability of the Insured, the amount of compensation to be paid by the Insurer will be the result of applying to the insured sum stipulated for the corresponding Permanent Disability, the percentages detailed below:

Type of injury	Law	Left
Incurable mental insanity, which makes it impossible to carry out any work activity		100 %
Complete blindness in both eyes		100 %
Total loss of both legs or feet, both hands or arms, an arm and leg, or a hand and foot		100 %
Quadriplegia		100 %
Paraplegia		100 %
Total loss of the arm or hand	60 %	50 %
Total loss of shoulder movement	30 %	20 %
Total loss of elbow motion	20 %	15 %
Complete loss of the thumb and index finger of the hand	40 %	30 %
Total loss of wrist movement	20 %	15 %
Total loss of three out of two of the hand other than thumb or index finger	25 %	20 %
Loss of the thumb and other than the index finger of the hand	30 %	25 %
Loss of three out of two of the hand, including thumb or index finger	35 %	30 %
Loss of the index finger of the hand and other than the thumb	25 %	20 %
Loss of thumb of the hand alone	22 %	18 %
Loss of index finger of the hand alone	15 %	12 %
Loss of middle, ring, or pinky of the hand alone	10 %	8 %
Loss of two of these last fingers	15 %	12 %
Loss of a leg or foot		50 %
Partial amputation of a foot, including all toes		25 %
Complete deafness of both ears		40 %
Complete deafness of one ear		10 %
Total loss of voice		25 %
Lower jaw ablation		30 %
Total loss of one eye or reduced binocular vision		30 %
Unhealed leg or foot fracture		25 %
Ununion fracture of a kneecap		20 %
Total loss of a hip or knee		20 %
Shortening of at least 5 cm of a lower limb		15 %
Loss of a toe		10 %
Loss of another toe		5 %

The following rules will be applied as a complement to the above scale:

- a) The existence of several types of disability derived from the same accident will be compensated by accumulating their compensation percentages, with a maximum of 100 per cent of the Sum Insured for this coverage.
- b) The sum of the percentages of compensation for several types of Partial Disability in the same member or body may not exceed the percentage established for the case of total loss of the same.
- c) If the victim is left-handed, which must be suitably proved, the percentages provided for the right upper limb will be applied to the left upper limb and vice versa.
- d) If a limb or body affected by an accident had amputations or functional limitations prior to the accident, the percentage of compensation applicable shall be the difference between that of the pre-existing disability and that resulting after the accident.
- e) The determination of the degree of disability resulting from the accident will be made in accordance with Article 104 of Law 50/1980. If the Insured does not accept the proposal of the Insurance Company regarding the degree of disability, the parties will submit to the decision of Medical Experts in accordance with Articles 38 and 39 of the aforementioned Law.

The Insurance Company will pay the amount of the first prosthesis performed on the Insured to correct the residual injuries caused by an accident guaranteed in the insurance. The scope of said prosthesis will not exceed 10 per cent of the compensable sum in the case of Permanent Disability, and in no case will it exceed the amount of SIX HUNDRED EUROS.

INDEMNITY CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE

In accordance with the provisions of the revised text of the Legal Statute of the Consorcio de Compensación de Seguros, approved by Royal Legislative Decree 7/2004, of 29 October, the Contracting Party of an insurance contract that must mandatorily incorporate a surcharge in favour of the aforementioned public business entity has the power to agree on the coverage of extraordinary risks with any insurance company that meets the conditions required by current legislation.

Compensation arising from events caused by extraordinary events occurring in Spain or abroad, when the Insured has his/her habitual residence in Spain, will be paid by the Consorcio de Compensación de Seguros when the policyholder has paid the corresponding surcharges in his/her favour and any of the following situations occur:

- a) That the extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance contract contracted with the insurance company.
- b) That, even if it is covered by said insurance contract, the obligations of the insurance company could not be fulfilled because it had been judicially declared bankrupt or because it was subject to a liquidation procedure intervened or assumed by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will adjust its actions to the provisions of the aforementioned Legal Statute, Law 50/1980, of 8 October, on Insurance Contracts, the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004, of 20 February, and the complementary provisions.

SUMMARY OF LEGAL REGULATIONS

1. Extraordinary events covered:

- a) The following natural phenomena: earthquakes and tidal waves; extraordinary floods, including those produced by sea storms; volcanic eruptions; atypical cyclonic storms (including extraordinary winds with gusts of more than 120 km/h and tornadoes); and falls of sidereal bodies and aerolites.
- b) Those violently caused as a result of terrorism, rebellion, sedition, mutiny and popular tumult.
- c) Acts or actions of the Armed Forces or the Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies will be certified, at the request of the Insurance Compensation Consortium, by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and the other competent public bodies in the matter. In the event of events of a political or social nature, as well as in the event of damage caused by acts or actions of the Armed Forces or the Security Forces or Corps in peacetime, the Consorcio de Compensación de Seguros may obtain information

from the competent courts and administrative bodies on the events that have occurred.

2. Excluded risks:

- a) Those that do not give rise to compensation according to the Insurance Contract Law.
- b) Those caused to persons insured by insurance contracts other than those in which the surcharge in favour of the Consorcio de Compensación de Seguros is mandatory.
- c) Those produced by armed conflicts, even if the official declaration of war has not been preceded.
- d) Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials.
- e) Those produced by natural phenomena other than those indicated in section 1.a) above and, in particular, those produced by the rise of the water table, movement of slopes, landslides or settlement of land, rockfalls and similar phenomena, unless these were manifestly caused by the action of rainwater which, in turn, it would have caused an extraordinary flood situation in the area and occurred simultaneously with said flooding.
- f) Those caused by tumultuous actions produced in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, unless the aforementioned actions could be classified as extraordinary events of those indicated in section 1.b) above.
- g) Those caused by bad faith on the part of the Insured.
- h) Those corresponding to events that occurred before the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Law, the coverage of the Insurance Compensation Consortium is suspended or the insurance is terminated due to non-payment of premiums.
- i) Events that, due to their magnitude and seriousness, are classified by the Government of the Nation as a "national catastrophe or calamity".

3. Extension of coverage.

- j) The coverage of extraordinary risks will reach the same persons and the same sums insured as have been established in the insurance contracts for the purposes of covering ordinary risks.
- k) In life insurance contracts that, in accordance with the provisions of the contract, and in accordance with the regulations governing private insurance, generate a mathematical provision, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that the insurance company that issued it must have constituted. The amount corresponding to the mathematical provision will be paid by the aforementioned insurance company.

COMMUNICATION OF DAMAGES TO THE INSURANCE COMPENSATION CONSORTIUM

1. The application for compensation for damage covered by the Consorcio de Compensación de Seguros shall be made by means of communication to the Consorcio de Compensación de Seguros by the policyholder, the insured or the beneficiary of the policy, or by the person acting on behalf of the above, or by the insurance company or the insurance intermediary with whose intervention the insurance was arranged.
2. The communication of the damage and the obtaining of any information relating to the procedure and the status of the processing of the covered events may be carried out:
 - By calling the Consorcio de Compensación de Seguros Call Centre (900 222 665 or 952 367 042).
 - Through the website of the Insurance Compensation Consortium (www.consorseguros.es).
3. Valuation of damages: The valuation of damages that are compensable in accordance with insurance legislation and the content of the insurance contract will be carried out by the Consorcio de Compensación de Seguros, without it being bound by the valuations that, where appropriate, would have been carried out by the insurance company that covers the ordinary risks.
4. Payment of the compensation: The Insurance Compensation Consortium will make the payment of the compensation to the beneficiary of the insurance by bank transfer.

Exclusions Applicable to Accident Coverage

In addition to those mentioned under the exclusions section applicable to Medical Assistance and **Travel Assistance**

coverage, the following are not covered in this contract:

- a)** Accidents caused by states of mental insanity, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, HIV (except as provided for in the coverage of Second Medical Opinion if contracted), encephalitis, and, in general, any injury or illness that diminishes the physical or mental capacity of the Insured.
- b)** Diseases, hernias, lumbago, heart attacks, intestinal strangulations, complications of varicose veins, poisoning or infections that are not directly and exclusively caused by an injury included in the insurance coverage. The consequences of surgical operations or unnecessary treatments for the cure of accidents suffered and those that pertain to the care of the person himself.
- c)** Injuries that occur as a result of accidents resulting from the use of two-wheeled vehicles with a cylinder capacity greater than 75 cc.
- d)** Injuries that occur in the exercise of a professional activity with aggravated risk. This exclusion may be eliminated with the express authorisation of the Insurer and by applying a surcharge.
- e)** Situations of aggravation of an accident that occurred prior to the formalisation of the Insurance are not included.

7. General exclusions

This contract is generally not covered by damages, situations or expenses that are the result of:

- a)** Benefits that have not been previously communicated to the Insurer and those for which the Insurer's agreement has not been obtained, except in cases of material impossibility, duly accredited.
- b)** If the insured refuses to be transferred or repatriated at the time or under the conditions determined by the Insurer's medical service, all coverage of the contract and the resulting expenses as a result of this decision will be automatically suspended.
- c)** Expenses incurred once the Insured is at his/her place of habitual residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip subject to the contract have ended, with the exception of what is indicated in the Medical Expenses coverage.
- d)** Those derived from the professional practice (including training), or receiving remuneration, of any sport; as well as those that occur on the occasion of the Insured's participation in official or federated competitions and in any case the practice of the following modalities even if it is as an amateur: motor vehicles, mountaineering, canyoning, climbing, caving, hunting, winter sports, sports gymnastics, bungee jumping, water sports, underwater and scuba diving, the use of light aircraft and any other sports that involve air risk (such as skydiving, hang gliding, balloon ascent, balloon climbing, ballooning, hang gliding, free flight, gliding or similar), horse riding, boxing, wrestling in any of its modalities, martial arts, bullfighting, bullfighting, running of wild cattle and any other participation in bullfighting shows; and, in general, any sport or recreational activity of a notoriously dangerous or high-risk nature.
- e)** The use, as a passenger or crew member, of air navigation (except those carried out as a paying passenger on a regular flight) or maritime means not authorised for the public transport of passengers, as well as helicopters.
- f)** Rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided for in the "Search and Rescue Expenses" coverage. Voyages of an exploratory nature or in submarines.
- g)** Those caused directly or indirectly by the bad faith of the Insured, by his participation in criminal acts, grossly negligent acts or reckless imprudence. Direct participation of the Insured in duels, races, bets, challenges or fights, provided that in the latter case he has not acted in self-defence or in an attempt to rescue people or property. Fraudulent acts or acts intentionally provoked by the contracting party, Insured, Beneficiary or their relatives, as well as suicide or attempted suicide.
- h)** The consequences of the actions of the Insured in a state of mental insanity or in psychiatric treatment, drunkenness or under the influence of drugs or narcotics of any kind are not covered. For these purposes, drunkenness will be considered when the Insured, medical professional or competent authority so declares

or the Insured refuses to take a breathalyzer or toxicology test.

i) Excluded in any case are events whose coverage corresponds to the Consorcio de Compensación de Seguros arising from armed conflicts or war, even if it has not been declared, terrorism, rebellions, revolutions, invasion, insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tidal waves, volcanic eruptions and other phenomena of an extraordinary nature or events that due to their magnitude and severity are classified as a national catastrophe or calamity, as well as damage caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination.

(j) Those derived from the waiver or delay in receiving the services proposed by the Insurer and/or agreed by its Medical Service, due to the decision of the Insured or persons responsible for it.

k) The consequences of surgical interventions or treatments that are unnecessary for the cure of an accident or illness covered by this Insurance contract.

l) The Insurer is relieved of liability when, due to force majeure, it is unable to perform any of the services specifically provided for in this Insurance contract.

m) The Insurer shall not grant coverage and therefore shall not be liable to pay any kind of indemnity or compensation, where such indemnity or compensation exposes the Insurer to any sanctions, prohibitions or restrictions in accordance with resolutions issued by the United Nations, or under laws, regulations or trade and/or economic sanctions of the European Union, United Kingdom or United States of America.

The Insurer, by receiving the corresponding additional amount, may consider some of the excluded risks described as covered, provided that this is expressly stated in the Particular/Special Conditions.

8. Age limit

The coverage of this Insurance will be payable **ninety (90) days after the birth** of the Insured (prior notification of the same) and will cease at 0:00 a.m. on the day on which the Insured turns 80 years of age, **unless at the time of contracting he or she was under 80 years of age or otherwise provided for in the Particular or Special Conditions.**

9. Effect and duration of the contract

Unless otherwise stipulated, the contract will enter into force, provided that the Insured, or the Insurance Contracting Party, have paid the corresponding premium receipt, at 0:00 a.m. on the day indicated in the Particular Conditions and will end at **24:00 p.m. on the day on which the stipulated time is fulfilled.**

The insurance will have the duration indicated in the Particular Conditions.

If the insurance has an annual duration, it will be automatically renewed each time its end date arrives for successive annuities, unless one of the parties objects to it, notifying the other party in writing. **If it is the Insurer who wants to object, it must do so at least two months before the possible renewal, and if it is the Insurance Contracting Party who wants to object, it must do so at least one month before the renewal.**

10. Individual certificates and insurance documentation

The Insurer will provide the policyholder with an individual insurance certificate for each Insured Party, which will include an extract of the General, Particular and Special Conditions, where applicable, and instructions for the use

of the services and coverage offered through the insured coverage, as well as the Pre-Contracting Information Note and the Information Document on Insurance Products.

The policyholder expressly assumes the duty to deliver the Certificate to the Insured, as well as the information on the contractual conditions and other legally required circumstances.

11. Composition of the insured group

In the **group insurance modality**, the policyholder will indicate to the Insurer the composition of the Insured Group and will also be **obliged to notify it of any modifications that occur** in said group and which may consist of:

- **REGISTRATIONS:** Originated by the inclusion in the list of Insured Persons of those persons who are part of the Group.

The effective date of each registration will take place from the moment it is communicated to the Insurer and the corresponding price is paid to it.

- **CANCELLATIONS:** They will take place due to the departure of a person from the Insured group and will take effect from the moment such circumstance is notified to the Insurer, or they reach the age of exit from the insurance.

12. Coverage limits and currency

The **maximum limits** of the coverage of this Insurance will be those that appear in the Specific Conditions. For those guarantees in which there is no quantitative limit and are indicated as included in these Particular Conditions, it will be understood that the maximum limit of the same will be the **effective cost of the provision of the service** to be carried out by the Insurer. In any case, **all limits in this contract are per covered event**.

Limit per covered event: The **maximum limit of compensation** payable by the Insurer for each covered event, for all insured persons in all its Insurances, even if, as a result of the same event, different coverages are affected and regardless of the number of Insured Persons affected.

The limit will be that indicated in the Particular Conditions.

IN INDIVIDUAL INSURANCE

Maximum compensation:

In the event of a "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL CONCERN" **the maximum amount to be paid will be €3,000,000** for the total coverage that may correspond.

In the event of an ACCIDENT, unless otherwise indicated in the Particular Conditions, **the maximum amount to be paid will be €600,000** for the total coverage that may correspond.

IN GROUP INSURANCE

Maximum compensation:

In the event of a "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL CONCERN" **the maximum amount to be paid will be €3,000,000** for the total coverage that may correspond, regardless of the number of insured persons affected. For these purposes, all cases occurring during the 30 days following the declaration of quarantine will be considered the same event with coverage.

In the event of an ACCIDENT, unless otherwise indicated in the Particular Conditions, **the maximum amount to be paid will be €600,000** for the total coverage that may correspond, regardless of the number of insured persons affected.

A limit of €600,000 (Six hundred thousand Euros) per insurance contract and year is established for Private Civil

Liability coverage.

The currency applicable to this Insurance is the Euro, so the limits of the coverage will be expressed in this currency; regardless of the fact that for those benefits that must be paid or guaranteed by the Insurer in another currency, **the equivalent value in Euros of the same will be applicable on the date of occurrence of the event with coverage.**

13. How to Apply for Coverage

In the event of an event that may be covered by any of the Insurance's coverages, it is **an essential requirement that the Insured, their relatives, companions or a person they trust immediately contact the Insurer**, by calling the Assistance Centre, telegram, fax or e-mail to the numbers or addresses indicated in the Specific Conditions.

In the event of **force majeure that prevents** this notice from being made, it must be done as soon as the circumstances that have prevented the communication cease.

Once the contact has been established, the Insured, or in its absence the communicator, will indicate the number of the Insurance contract, the place where the Insured is located and a contact telephone number or email address, informing about the details of the facts and describing the assistance requested. The Insurer shall provide a file number and shall immediately put into operation the mechanisms available to it in order to provide the required service.

The Insurer is not responsible for delays or non-compliance due to force majeure or the special administrative or political characteristics of a given country. In any case, if **direct intervention by the Insurer is not possible, the Insured will be reimbursed on their return to Spain, or if necessary, as soon as they are in a country where the above circumstance does not occur, for the expenses covered by the contract that they have incurred and are accredited by presenting the corresponding supporting documents.**

Medical and medical transport services must be provided with the prior agreement of the doctor treating the Insured with the Insurer's medical team.

For coverage of **incidents in travel and flights**, the Insured must submit a written claim to the Carrier, and will assign to the Insurer its right to receive the compensation to be paid by the Carrier before receiving the compensation that corresponds to it for the aforementioned coverage.

The Insured shall not be entitled to receive any compensation when he deliberately uses incorrect documents or fraudulent means, submits event declarations with incomplete, inaccurate, exaggerated or fraudulent coverage, conceals the causes or amplifies the consequences.

In accordance with the provisions of Article 16 of the Insurance Contract Act (Law 50/1980), the Insurance Contractor or the Insured must also provide the Insurer with all kinds of information on the circumstances and consequences of the event. To this end, the Insurance Contracting Party or Insured Party will provide all the documents required by the Insurer.

14. Expense reimbursement

The Insurer will reimburse the expenses incurred by the Insured in order to receive assistance provided for in the contract only when previously informed of this, and **provided that the Insured provides the original documentation proving that the payment has been made.**

In no case will the provision of service be replaced by compensation, unless expressly agreed.

15. Existence of other insurance

When there are other Insurances with other Insurers that guarantee the same coverage for the same period of time, the policyholder or the Insured must notify the Insurer of the other existing Insurances. If this communication is not made due to fraud and the event with coverage occurs, the Insurer is not obliged to pay compensation.

Once the event with coverage has occurred, the Policyholder or the Insured must notify it, in accordance with the provisions of the Article corresponding to the Insurer, indicating the name of the other Insurers, which will contribute proportionally to the payment of the corresponding services.

Likewise, the indemnities to be paid by the Insurer will constitute a complement to the reimbursements that the Insured receives from the Social Security System or any other protection entity, including mutual insurance companies, for the same medical expenses.

In no case may the insurance suppose that the Insured receives more than what corresponds to him or that he obtains, in total, a value greater than his actual expenses.

16. Effect of non-payment of insurance price

If, due to the fault of the Contracting Party or the Insured, as the case may be, the first receipt of the Insurance has not been paid by the deadline for payment, or has not been paid in full if it is a single payment, the Insurer is entitled to terminate the contract or to demand payment through legal channels.

Unless otherwise agreed in the Specific Conditions, if that first payment has not been made before a covered event occurs, the Insurer will be released from its obligation.

In the event of non-payment of one of the following bills, the Insurer's coverage is suspended one month after the deadline for payment. If the Insurer does not claim payment within six months of the deadline for payment, the Insurance will be definitively extinguished.

In any case, the Insurer, when the contract is suspended, may only demand payment corresponding to the current period.

If the Insurance has not been terminated or terminated in accordance with the preceding paragraphs, the coverage takes effect again twenty-four hours on the day on which the contracting party or the Insured, as the case may be, makes the payment.

17. Principle of good faith

The Law provides for various situations that, when they occur, go against the interest of the Insured himself, since they are sanctioned with the nullity or ineffectiveness of the contract, or with consequences such as its challenge, exemption from the obligation to indemnify and even the claim for damages by the Insurer.

In general, such situations occur when the policyholder, the Insured or the Beneficiary acts with intent or bad faith or with gross negligence; when the Insurance Contractor makes incorrect declarations; when data is hidden; when there is no cooperation in the rescue tasks and, in short, when the principle of good faith that underpins the insurance contract is not respected.

Fraud, deliberate misrepresentation or concealment of information in relation to a covered event will be grounds for cancellation of this Insurance. In such a case, the Policyholder or the Insured Person shall lose all rights to receive any compensation to which they may be entitled and shall return any compensation already paid by the Insurer. In this case, the Insurer will not refund the price of the Insurance.

18. Exemption from liability

It is expressly stated that

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U. is not liable, subsidiarily or complementarily, for claims for delay and/or non-compliance due to force majeure, or directly or indirectly caused by the political-administrative circumstances of a certain country or geographical area.

Likewise, the Insurer declines any liability arising from the information, advertising or propaganda made by the contracting party about this Insurance without prior written authorisation.

19. Surrogacy

The Insurer, once the compensation has been paid, may exercise the rights and actions that may correspond to the Insured against persons responsible for the event with coverage, up to the total amount that has been compensated. The Insured is obliged to cooperate with the Insurer in the exercise of this claim.

20. Acceptance

The Contracting Party of this Insurance declares that he/she is aware of and receives these General Terms and Conditions hereby. Likewise, it declares that it has been informed and expressly accepts all the clauses delimiting the coverage contained therein.

The contracting party undertakes to inform the Insured of the coverage of the Insurance, as well as of the applicable legislation, address of the Insurer, and instances of claim against it.

21. Risk modification

19.1. The Contracting Party of the Insurance or the Insured shall, during the course of the Contract, **communicate to the Insurer as soon as possible, all circumstances that aggravate the risk** and are of such a nature that if they had been known to the Insurer at the time of signing the contract, it would either not have entered into it or would have entered it under more burdensome conditions.

The Insurer may propose a modification of the conditions of the contract within **two months**, counting from the day on which the aggravation has been declared. In such a case, the Employer has **fifteen days** from the receipt of this proposal to accept or reject it. In the event of rejection or silence on the part of the Insurance Contracting Party, the Insurer may, after this period, terminate said contract after warning the former, giving him a new period of **fifteen days** to reply, after which, and within the following **eight days**, he will notify the Insurance Contracting Party of the definitive termination.

The Insurer may also terminate the contract by notifying the Insured in writing within one month, from the day on which it becomes aware of the aggravation of the risk. Such termination must be announced fifteen days in advance of its taking effect.

If a covered event occurs without a declaration of aggravation of the risk having been made, the Insurer is released from its benefit if the Policyholder or the Insured have acted in bad faith.

Otherwise, the Insurer's benefit will be reduced in proportion to the difference between the agreed price and the one that would have been applied if the true entity of the risk had been known.

19.2. During the course of the contract, the Insurance Contractor or the Insured may inform the Insurer of all

circumstances that reduce the risk and are of such a nature that if they had been known to the Insurer at the time of signing the contract, it would have been concluded under more favourable conditions.

In such a case, at the end of the current period covered by the price of the Insurance, the Insurer must reduce the amount of the future price by the corresponding amount, otherwise the Contracting Party of the Insurance shall be entitled to the termination of the contract and to the refund of the difference between the amount paid and the amount that would have been payable. from the moment of the notification of the reduction of the risk.

22. Conflicts between parties

For the resolution of any dispute arising in relation to the execution of this Agreement, the Insured may choose to make the corresponding claim to the Insurer, request the administrative protection of the Directorate General of Insurance and Pension Funds, or go to the instance that it deems most convenient for the defence of its interests.

In any case, this insurance contract is subject to Spanish jurisdiction, and within it, the competent judge for the knowledge of actions arising from the insurance contract will be the Insured's domicile in accordance with art. 24 of Law 50/1980 on Insurance Contracts, for which purpose the latter will designate a domicile in Spain, in case yours is abroad.

23. Contract disputes

This insurance contract is subject to Spanish jurisdiction, and within it, the competent Judge for the knowledge of the actions arising from the insurance contract will be the Insured's domicile in accordance with art. 24 of the Insurance Contract Law, for which purpose the Insured will designate a domicile in Spain, in case yours is abroad.

24. Customer Support

This entity, in accordance with the provisions of Order ECO/734/2004, makes available to its Insured Persons a Customer Care Service, which will attend, within a maximum period of two months from the date of submission, in writing, to all complaints and claims that may arise from the subscription of Insurance contracts.

To do this, claimants may contact Customer Service by email sac@irisglobal.es, our website www.irisglobal.es, postal mail sent to any of our offices in Madrid (C/ Julián Camarillo, 36, CP 28037) or Barcelona (Avenida Diagonal 453 bis, 2ºB, CP 08036) or go to our offices during working hours.

The complaint must state:

- **Name, surnames and address of the interested party or the person representing him/her, NIF for natural persons and data referring to the public registry, if it is a legal entity.**
- **Reason for the complaint or claim.**
- **Office or offices, department or service where the facts that are the subject of the complaint or claim occurred.**
- **That the claimant is not aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitral or judicial procedure.**
- **Place, date, signature and copy of the official identification document (ID card, passport or similar).**

A Claim is understood as: A Claim filed by the Insurance Contracting Party, the Insured Parties, the Beneficiaries or authorized persons who reveal, with the intention of obtaining the restitution of their interest or right, specific facts referring to actions or omissions of the Company, which, in their opinion, represent for the person who makes them a prejudice to their interests or rights due to breach of contracts, of the regulations on transparency and customer protection or of good practices and uses.

A Complaint is understood: A Complaint referring to the operation of the services provided to the insured by the Insurer and presented for delays, inattention or any other type of action observed in the operation of the entity.

In the event that the resolution issued by our Customer Service does not take into account the claimant's expectations, or is not made within the aforementioned period, it may be submitted to the Complaints Service of the Directorate General of Insurance and Pension Funds.

The undersigned acknowledges that on this same date, and prior to the signing of the Agreement, it receives all the information required by the legislation on the regulation, supervision and solvency of insurance and reinsurance companies.

Read and agree by the Insurance Contracting Party, who expressly accepts the limiting and exclusionary clauses contained in the General Conditions of this Insurance contract.

THE CONTRACTOR

THE INSURER



Sergio Real Campos



Iris Global Soluciones de Protección Seguros y Reaseguros, S . A .U.

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