

Multi-assistance Travel Insurance

Terms and Conditions

This is a translation of the original document in Spanish, it is provided for informative purposes.
The original document in Spanish will prevail in case of disagreement.

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Contents

I	LEGAL INFORMATION	1
II	DEFINITIONS	2
III	GENERAL INSURANCE REGULATIONS	3
IV	COVER	6
1	ASSISTANCE TO PERSONS	6
2	LUGGAGE	8
3	DELAY	9
4	ACCIDENTS	9
5	PRIVACY LIABILITY	10
V	CLAUSE ON THE INDEMNITIES PAID BY THE INSURANCE COMPENSATION CONSORTIUM	11
VI	PRIVACY	12

I.-LEGAL INFORMATION

In compliance with the regulations in force and, in particular, with the provisions of article 96 of Law 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance entities (LOSSEAR), as well as in arts. 122 and 123 of Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance entities (ROSSEAR), the Policyholder, who, where applicable, assumes the obligation to provide the following information to the insured parties, is informed that:

- The insurance is provided under the right of establishment by ERGO SEGUROS DE VIAJE, Sucursal en España, with registered office at Avda. Isla Graciosa,1, CP. 28703 San Sebastián de los Reyes, (Madrid), which is the permanent establishment of the German entity ERGO Reiseversicherungs AG. The controlling Member State is Germany, and the controlling and supervisory authorities are the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany), and the Dirección General de Seguros y Fondos de Pensiones, del Ministerio de Economía de España in accordance with art. 115 LOSSEAR.
- ERGO SEGUROS DE VIAJE, Sucursal en España with CIF W0040918E is registered in the Registro Mercantil de Madrid in Volume 33,458; Folio 123; Section 8; Page M-602242, 1st entry, and is also authorised and registered in the Registro Especial de Entidades Aseguradoras in Spain under number E0217.
- ERGO shall publish an annual report on its financial situation and solvency in fulfilment with the contents, form and deadlines for publication determined in the regulations implementing the Law on the regulation, supervision and solvency of insurance and reinsurance companies. The report is available at: www.ergo.com
- The Spanish legislation shall not apply in case of liquidation of the insurance company.
- The law applicable to this contract is the Spanish Law, so the policy insurance is governed by the General, Particular and Special Terms and Conditions of the contract, as well as, in addition to any other regulation applicable during the period of validity of the policy, by Law 50/80 of 8 October on Insurance Contracts [Ley de Contrato de Seguro]; LOSSEAR and its ROSSEAR Regulations, in those aspects that are applicable, by the Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users [Ley General para la Defensa de los Consumidores y Usuarios] and other complementary laws and subsequent amendments, by Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Consorcio de Compensación de Seguros and, in the case of distance contracting, by Law 22/2007, of 11 July, on distance marketing of financial services for consumers. Whenever legally possible, the Spanish Courts will have jurisdiction, without prejudice to further application of other rules, in particular Regulation 44/2001 of 22 December 2001 of the Parliament and of the Council.
- If the content of this document differs from the insurance proposal or the agree clauses, the policyholder can make a claim to the insurance company within a month from the delivery of the policy to correct the discrepancies. Once the period has expired without the claim being made, the provisions of this document will be applied.
- The Privacy policy is available in our website: web <https://www.ergo-segurosdeviaje.es/proteccion-de-datos/>, a summary is provided in section VI below.

DISCONTINUANCE OR WITHDRAWAL

- In the case of optional insurance policies with a duration period over a month arranged remotely, there is a legal cooling off period for the insured of fourteen calendar days from the date of taking out the policy, provided that the contract has not been executed prior to the exercise of this right.
- To exercise this right you can send a letter by registered post, or other means that provides proof of the date and receipt to ERGO SEGUROS DE VIAJE, Sucursal en España (reference: WITHDRAWAL), to its address in Avda. Isla Graciosa,1 28703 San Sebastián de los Reyes (Madrid); or by email to the address dpto.comercial@ergo-segurosdeviaje.es. In the communication the policy on which the claim is being exercised must be identify by its date and number.
- The policyholder must pay the proportional part of the premium corresponding to the service actually provided up to the date of exercise of this right. The unearned premium will be refunded within 30 days of receipt of your request.

CUSTOMER SERVICES

- In accordance with the provisions of Order ECO/734/2004, this Insurance Company has a Customer Service Department, which will respond to any claims that may derive from the application of this contract, made by the policyholder, the insureds or their beneficiaries, or any affected third parties within a maximum period of two months from their submitted date.
- The operation of the Customer Care Service is governed by the Regulations, approved by the entity, which can be reviewed on our website: <https://www.ergo-segurosdeviaje.es/quejas-y-reclamaciones/>
- Complaints and claims should be made in writing to: Customer Services Department, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@ergo-segurosdeviaje.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 company works. A Claim shall be understood to be that submitted by the insured that, with the intention of obtaining the restitution of their interest or right, states specific facts referring to actions or omissions of the Company that, in their opinion, imply a damage to their interests or rights due to breach of contracts, of the regulations on transparency and protection of clients or of good practices and uses.
- In the event of disagreement with the resolution issued by the Customer Care Service, or lack of response within the aforementioned two-month period, and in accordance with the provisions of Order ECC/2502/2012, the complaint or claim may be submitted to the Complaints Service of the Dirección General de Seguros y Fondos de Pensiones, provided that you have previously exhausted the channels of the Customer Services of the Insurance Company, at Paseo de la Castellana 44, 28046 Madrid, or you may file a claim before the competent Courts and Tribunals, or, if there is agreement between both parties, resort to arbitration and mediation systems.

II.- DEFINITIONS:

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

INSURERS: ERGO SEGUROS DE VIAJE, Sucursal en España, as described in the preceding section: Legal Information.

POLICYHOLDER: The physical person or legal entity 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: All those people, students or professionals, who are going to make a study trip abroad specified in the travel notification that the policyholders send to the insurers, stating the destination, travel date and duration of the trip, always before the journey is due to begin.

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 must be resident in Spain, except in the event of policies contracted for incoming journeys.

BENEFICIARY: The physical person or legal entity that, following the previous assignment of rights by the INSURERS, holds the right to the indemnity. **In the event of the death of the INSURED and in the absence of an express designation made by the same, the preferential and exclusive order of priority established below will govern: 1-Spouse not legally separated on the date of death. 2 sons. 3-Parents. 4-Brothers. 5-Legal heirs.**

TRIP: 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.

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 cover, 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.

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.

OBJETO DE VALOR: Se entiende por objeto de valor las joyas, relojes, objetos de materiales nobles, pieles, cuadros, objetos de arte, plata y orfebrería en materiales preciosos, objetos únicos, maquetas y accesorios teledirigidos, rifles, escopetas de caza, así como sus accesorios ópticos, sillas de ruedas y aparatos médicos.

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, the practice of sport activities, according to its level of risk, will be grouped, in each case, as detailed 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, 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 an altitude over 5,000 meters, underwater activities at a depth of more than 20 metres, martial arts, aeronautical ascents or trips, big wall climbing, bobsleighbing, 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

ENFERMEDAD: A los efectos de la presente póliza se entiende por enfermedad cualquier alteración de la salud que pueda ser médicamente confirmada.

CAUSA PREEXISTENTE: Hecho del que se tenga conocimiento con anterioridad a la suscripción de la póliza o a cada uno de los viajes que pueda afectar a las garantías de la póliza.

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 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.

EPIDEMIC: A disease which spreads at the same time and within the same country or region to a large number of people, provided that it is declared or officially recognised as such by the proper and competent authorities of the place where it occurs, as posing a health emergency and an extraordinary risk to public health.

PANDEMIC: Epidemic disease spread over a large area (several countries or continents) and affecting a significant part of the population. For the purposes of the guarantees of this insurance policy, the disease will be considered to have reached the level of a pandemic as soon as the WHO declares that the disease has reached that level.

WAR: war situation (whether declared or not) is understood as the existence of warlike conflicts of any nature or scope: military or civil, national or international or any armed conflict of similar characteristics, taking place in a country territory or area thereof. In order to ascertain the possible existence of the armed conflict and the moment in which it began, the Travel Recommendations of the Citizen Service [Servicio al Ciudadano-Recomendaciones de viaje] prepared and published by the Spanish Ministry of Foreign Affairs [Ministerio de Asuntos Exteriores, Unión Europea y Cooperación] will be taken into account, among other circumstances, as well as the moment in which the Government of Spain advises to its citizens not to travel to the country or area, or leave it.

PREMIUM: The price of the insurance. It will include the legally applicable taxes, as well as the Consorcio de Compensación de Seguros surtax.

SUM INSURED: The amount stipulated in the General Conditions, Particular Conditions, and /or special 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.

PROSTHESIS A prosthesis is understood as any material replacing an organ or a part thereof in order to achieve the proper functioning of the part or organ replaced on a permanent basis. For the purposes of this policy, prostheses will likewise specifically be deemed to include stents, vascular grafts and pacemakers.

CLAIM: is any event that is susceptible to be covered by this insurance. The occurrence or series of harmful events due to the same original cause shall be deemed to constitute one and the same loss regardless of the number of claimants or claims made.

POLICY: The document or set of documents, that refers to the conditions of the insurance, in such a way that it includes the Particular Conditions (where the risks covered and their limits are included), the General Conditions (which explain and detail them), as well as the special conditions and the supplements or annexes that are subscribed as a complement, modification, extension or enlargement of the previous ones.

AGONIC OR PRE-MORTEN PHASE: That which progresses irreversibly towards the death of the patient, foreseeable in the next 72 hours from its declaration by the treating medical team.

III.- GENERAL INSURANCE REGULATIONS

The policyholder declares that receives this information and that, where appropriate, it will be transmitted to the insured persons.

1. GEOGRAPHIC 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 will only be valid as of a distance of more than 30 kilometres from the INSURED'S habitual place of residence – except for the Balearic Islands and the Canary Isles, where the distance will be more than 15 kilometres.

2. EFFECT AND DURATION OF THE INSURANCE

Unless the contrary is stipulated, the contract will come into force, provided that the INSURED or the CONTRACTING POLICYHOLDER have paid the invoice for the corresponding premium, at 00:00 hours on the date stated in the Particular Conditions and will expire at 24:00 hours on the date on which the stipulated timeframe elapses.

In the case of Annual Modality Policy, if neither of the parties notifies the other of their intention to rescind the contract two months before the expiry of the same, the contract will be considered to have been tacitly renewed for another one-year period, with the same occurring for successive years.

3. CONTRACTING MODALITIES

Open Modality: For trips which period of cover will be determined by the notifications of travel received by the INSURERS from the POLICYHOLDER. The maximum duration of the trips may not exceed 365 consecutive days (52 weeks).

4. EFFECT AND DURATION OF THE COVERS

These covers will come into force on the date on which the trip begins and will expire on the date on which it ends, in accordance with the travelling conditions chosen and notified by the POLICYHOLDER to the INSURERS.

In those cases where the duration of the insurance is extended after it is arranged or a new policy is taken out after the initial one and the INSURED has received assistance following the occurrence of a claim incident notified during the initial period of the contract, the extension of the dates of cover shall not affect such claim incidents, all obligations of the INSURER in this regard lapsing on the end date of the contract. Cover shall likewise not extend to those claim incidents occurring prior to the extension of the validity of the insurance and of which the INSURER was not informed within the initial period of the contract.

5. TRIPS TO RISK AREAS / WAR ZONES / IMPORTANT INFORMATION ABOUT YOUR TRIP DESTINATION

This policy does not provide cover for trips to countries or areas in war situation. In the event the Insured is already at the destination when a situation of this type is unleashed, the insurance cover will be maintained for 14 days from the moment the armed conflict begins. During this period, the Insured has to contact the Insurer to inform about their situation and to assess the possibility of issuing a supplement to their insurance policy establishing new special conditions of cover. If it is not possible to issue a supplement to the policy that provides cover for the new situation, the Insured shall take the decision to leave the area or to continue the journey **without cover, at his/her own risk.**

6. INTERNATIONAL SANCTIONS AND EMBARGOS

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union, United Kingdom or the United States, and that would be binding on Spain. The Insurer reserves the right to reject payment of the compensation or benefit requested by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union, United Kingdom and the United States, within the context of the international relations and treaties in force.

7. RESCISSION OF POLICIES

Under the Open Policy modality, the Policy will be automatically rescinded if the POLICYHOLDER fails to send the INSURER any notification stating the insured persons within the period of 6 consecutive months.

Under the Annual Policy modality, which is tacitly renewable, if the INSURER does not notify the POLICYHOLDER by certified post of their intention of rescinding the contract two months prior to the expiry of the insurance period, the Policy will be tacitly assumed to have been renewed for another one-year period, and so on successively. For the POLICYHOLDER, the period for notifying the INSURER is reduced to one month prior to said expiry.

8. PREMIUM PAYMENT

The premium, including the corresponding taxes, will be paid by the POLICYHOLDER when the contract is signed. **The amounts temporarily received by the POLICYHOLDER on behalf of the INSURED for the payment of the premium on behalf of the INSURED are received in deposit for immediate delivery to the INSURER.**

The premium will be non-returnable once any of the covers provided under the policy comes into force.

In the case of Open policies, the INSURERS will determine, periodically, the premium that the POLICYHOLDER must pay, depending on the number of insured parties declared and notified by the POLICYHOLDER, before each trip begins, and depending on the rate established in the Particular Conditions: it is essential for the POLICYHOLDER to notify the INSURERS of these parties for the covers to come into effect.

9. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURERS will subrogate 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.

10. 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. The applicable law shall be Spanish law.

11. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by any of the channels provided by the Company. If the communication is by phone the Insurer will pay the cost upon submission of the invoice. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

11.1 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 in order to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover. If the cause of cancellation is an illness or accident, the INSURED must see a doctor as soon as the medical problem that causes the cancellation has occurred.
If the ASSESSMENT SERVICE PREVIOUS TO CANCELLATION, covered by the policy, has been requested, the notice to the travel agency may be postponed until such a assessment is received, provided that the conditions established by the INSURER are observed in order to perform it.
- 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 INSURERS may claim for damage or loss caused by the

failure to make this notification, unless it is proven that the INSURERS 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. In case of been incurred in expenses guaranteed under this policy, original invoices must be provided
- e) The INSURED must immediately proceed to ask the corresponding authorities or supervisors (station managers, qualified airliner, 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 that will be sent to the INSURERS.
- 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 that have attended to 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 INSURERS will not be able to use the information obtained for any other purpose other than that mentioned above.
- g) If the INSURER establishes 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 Authority 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 suffered.
- i) The INSURED must attach a document substantiating the occurrence of the loss to all claims for Delays.
- j) In the event of a Personal Liability claim, the POLICYHOLDER, the INSURED or their BENEFICIARIES **must not accept, negotiate or reject any claim without the express authorisation of the INSURER.**
- 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.

12.2 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 administrative characteristics of a certain 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, if the Insured is in a country where such circumstances do not arise, the costs that they have incurred and that are covered, will be paid upon the presentation of the respective substantiating documents.
- c) **The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURER 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 INSURER will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the INSURED.
- 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 INSURER, to the INSURER.

11.3 Loss appraisal or disagreement with the appraisal 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, with the subtraction of the corresponding depreciation. In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation 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.

11.4 Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period. In order to receive the indemnity in the event of death or permanent disability, the INSURED or the BENEFICIARIES, must send the substantiating documents listed below to the INSURERS, as applicable:

c.1. Death.

- Death certificate.
- Last Will Certificate from the Registry Office.
- Will, if it exists.
- Testator's certificate stating whether the Will names the beneficiaries of the insurance.
- Document certifying the identity of the beneficiaries and the testator.
- If the beneficiaries are the legal inheritors, the Writ on the Declaration of Inheritors from the corresponding Court or notarial decision must likewise be provided.
- Letter on the exemption of Tax Inheritance or the settlement, if applicable, duly filled out by the authorising Administrative Body..

c.2 Permanent Disability.

- Medical incapacity certificate stating the type of disability resulting from the accident
- d) For the payment or reimbursement of the Trip Cancellation 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 that it/they started, as well as the impossibility of undertaking the trip.
 - Medical death certificate, in the event.

- Invoice paid for the annulment costs.
- Invoice substantiating the cost of the holiday.
- Document of registration or booking, or photocopy of the ticket.
- National ID Document or equivalent/similar.
- And, in general, any document that proves the nature, circumstances and extent of the loss.

11.5 Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates 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 element, the INSURED will lose all rights to indemnity for the loss.

IV.- COVERS

1. ASSISTANCE

1.1 Medical, surgical, pharmaceutical or hospitalisation costs

1.1.1 Medical expenses due to illness or accident

The INSURERS 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 consequence of an illness or accident occurring during the trip.

In cases of life-threatening urgency as a result of an unforeseeable complication of a chronic or pre-existing illness, the INSURER will pay, up to the limit indicated in the Particular Conditions, until stabilisation is achieved that allows the continuation of the trip or the transfer of the sick person to their habitual residence or nearest hospital, according to the conditions indicated in the Repatriation cover.

Dental and psychological care expenses are excluded from this cover.

Medical or pharmaceutical expenses of less than €10 will not be covered.

PCR tests, prescribed by a doctor, will be reimbursed up to a limit of 200€.

1.1.2 Expenses for psychological or psychiatric illness

The Insurer shall cover the cost of psychological/psychiatric treatment provided to the Insured, when prescribed by a doctor, during the trip, as a consequence of an illness or accident that occurred in the course of the trip.

1.1.3 Expenses for Physiotherapy or Chiropractic Treatment

The Insurer shall cover the cost of chiropractic/physiotherapy treatment provided to the Insured after being prescribed by a doctor who is not a chiropractor/physiotherapist, during the trip, as a consequence of an illness or accident that occurred in the course of the trip.

1.1.4. Emergency Dental Expenses

The Insurer shall cover the cost of treatment provided to the Insured for pain relief related to an infection of the gums or a tooth, arising during the trip and requiring urgent treatment to alleviate said pain.

1.1.5. Emergency Dental Expenses due to Accident

The Insurer shall cover the cost of emergency services provided by a dentist to the Insured for the treatment of a natural tooth as a result of an accidental blow to the mouth during the trip, as a consequence of an accident occurring in the course of the trip and requiring urgent treatment to alleviate said pain.

The following is expressly excluded:

- Broken or chipped teeth and fillings/amalgam fillings that have become loose or have been lost while eating, chewing and biting will not be considered an accident or the result of an accident under the terms and conditions of this policy
- Dental crowns and orthodontics

1.2. Disfigurement compensation

The Insurer will compensate the Insured Person for long-lasting anti-aesthetic scars suffered by the Insured Person during the trip as a result of an accident occurring during the same, up to the limit established in the Specific Terms and Conditions. The amount of disfigurement compensation, up to the limit specified above, will be defined in accordance with the assessment of a medical expert appointed by the Insurer. The disfigurement will be assessed at the time of consolidation by means of a medical study.

Anti-aesthetic scars guaranteed by this cover cannot be considered as a disability, nor can they in any case limit the Insured Person's ability to work, eat, etc., as this type of injury is the object of other cover.

1.3. Costs of ambulance transfer related to the treatment

The Insurer shall cover the cost arising from the medical transport by ambulance in the host country where the patient is receiving the medical care, provided that the patient's condition prevents them from travelling by their own means.

1.4 Repatriation or medical transport of the injured or ill

In the event of an accident or illness suffered 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 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. **The use of a medical aeroplane, if necessary in the opinion of the medical team of the insurer, is only included in Europe and in countries bordering the Mediterranean.**

1.5 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 cinerary urn, 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 INSUREDs 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.

1.6 Early return of the Insured due to the death of a non-insured family member

If the INSURED must cut short the trip due to the death, or the declaration of agonic phase, of a family member, the INSURER shall cover transportation to the place of burial in Spain.

Only in the case of participants enrolled in an academic study program lasting at least 6 months, the INSURER shall also cover the cost of returning to the host country (place of stay), provided that the Insured has more than 30 days remaining before their originally scheduled return, or, if fewer days remain, if they must return to the host country to sit for an exam necessary for their future studies.

1.7 Early return of the Insured due to hospitalization of a non-insured family member

If the INSURED must cut short the trip due to the hospitalization of a family member as a result of a serious illness or accident requiring a minimum hospital stay of 5 days, and such hospitalization occurred after the start date of the trip, the INSURER shall cover transportation to the usual place of residence in Spain.

Only in the case of participants enrolled in an academic study program lasting at least 6 months, the INSURER shall also cover the cost of returning to the host country (place of stay), provided that the Insured has more than 30 days remaining before their originally scheduled return, or, if fewer days remain, if they must return to the host country to sit for an exam necessary for their future studies.

1.8 Travel of two companions in case of hospitalization

When the INSURED has been hospitalized and a stay of more than 3 days is expected, the INSURER will provide up to two family members with round-trip tickets from their place of residence in order to be by the Insured's side. This period will be reduced to 48 hours in the case of minors or disabled persons who are unaccompanied by a family member or legal guardian.

1.9 Accommodation of accompanying relatives

In the event of hospitalization of the INSURED for more than 3 days, the INSURER shall cover the hotel accommodation expenses of the accompanying family members, or alternatively, of the person traveling with the Insured who is also covered by this policy, to remain with the hospitalized Insured, upon presentation of the appropriate receipts, for a maximum of 10 days and up to the total and daily limits specified in the Particular Conditions. This period will be reduced to 48 hours in the case of minors or disabled persons who are unaccompanied by a family member or legal guardian.

1.10 Expenses for extended hotel stay

If the INSURED falls ill or suffers an accident and cannot return on the originally scheduled date, and the INSURER's medical team so decides in coordination with the attending physician, the INSURER will cover unforeseen expenses incurred by the INSURED due to the extended hotel stay and meals, for a maximum of **10 days and up to the total and daily limits specified in the Particular Conditions.**

If the extension is due to a quarantine caused by illness from Covid-19, the stay may be extended up to 15 days and up to the total and daily limits specified in the Particular Conditions.

1.11 Travel of a companion in case of emergency

If an emergency situation arises that requires the immediate presence of the Insured's family members, even if hospitalization is not required (physical assault, sexual assault, kidnapping), the INSURER will provide a round-trip ticket, by plane (economy class) or train (first class), for a family member of the Insured or a person designated by them, so they may accompany the Insured.

1.12 Assistance at location and delivery of luggage

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

EXCLUSIONS

This cover does not include:

- 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 —except the one caused by COVID-19—, 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) **The practice of the sports activities listed in the groups B and C of the DEFINITIONS section.**

- e) The practice of the sports activities listed in group D of the DEFINITIONS section.
- f) Claims caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- g) Rescue operations from mountains, sea or desert.
- h) Except as stated in point 1.1 of these General Conditions, 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. This exclusion does not apply to cover 1.4. *Repatriation or medical transport of the injured or ill.*
- i) Illnesses or injuries occurring during the execution of manual labour or strenuous occupation.
- j) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- k) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- l) Costs incurred in any type of prosthesis.
- m) Childbirth.
- n) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- o) Periodic, preventive or paediatric medical checks
- p) 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.
- q) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.
- r) Medical transport and/or repatriation in specially prepared aeroplane, except in Europe and Mediterranean countries.

Exclusion d) may be deleted, total or partially, from the policy, subject to previous agreement reached with the INSURER and to the payment of the corresponding additional premium.

2. LUGGAGE

2.1 Material losses.

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 losses affecting the INSURED'S luggage, during the trips or holidays 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 transporters.

Valuable items, as defined in the DEFINITIONS section of these General Conditions, shall be covered up to the limit established in the Particular Conditions.

Coverage is guaranteed up to 50% of the insured sum for mobile phones and their accessories, cameras and photography/video equipment and accessories, radio equipment, and devices for recording or reproducing sound or images, as well as their accessories and all types of computer equipment.

Luggage left in motor vehicles is considered insured only if it is stored in the trunk and the trunk is locked. From 10:00 p.m. to 6:00 a.m., the vehicle must be parked in a closed and guarded parking facility; vehicles entrusted to a transport company are exempt from this limitation.

Valuable items left in the trunk of a vehicle are only covered when the vehicle is located in a guarded garage or parking facility.

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

2.2 Delays in delivery

Likewise, up to the limit stipulated in the Particular Conditions and subject to the presentation of invoices, the insurance covers purchases of items that are necessary, duly substantiated, 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 a maximum of 10 per cent of the sum insured and provided that the limit established in the Particular Conditions has not been exceeded.

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.

Under no circumstances will this indemnity be in addition to the basic insurance indemnity (1.1. Material losses).

2.3 Processing costs incurred as a result of loss of documents

Provided that they are duly substantiated, the insurance covers the costs of processing and obtaining documents, which the INSURED are obliged to replace, due to the loss or theft of credit cards, bank cheques, traveller's cheques, fuel cheques, travel tickets, passports or visas, occurring during travel or during stays, up to the limit stipulated in the Particular Conditions. **The losses resulting from the theft or loss of the abovementioned objects, or their illegal 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.**

EXCLUSIONS

This cover does not extend to:

- a) The stocks and materials for professional use, coins, bank notes, travelling 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 lost after being entrusted to a transport company.
- e) Theft occurring during any camping trip 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 with access for 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 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.

3. TRIP DELAYS

3.1 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, and the departure is not definitely cancelled, the INSURERS will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and/or transport, as a consequence of the delay, with the temporal and economic limits established in the Particular Conditions.

Delays occurring on charter or non-scheduled flights are excluded from this guarantee.

Social conflicts are excluded.

4. ACCIDENTS

4.1. 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, up to 70 years of age, during the trips and stays outside their habitual place of residence.

Covers does not extend to persons aged over 70. Minors aged under 14 years are covered for the risk of death only up to the sum of € 3,000.00, or up to the limit established in the Particular Conditions, if this is less, for the burial costs and, for the risk of Permanent Disability, 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 claim, is the consequence of an accident covered by the policy, the INSURERS will pay the amount stipulated in the Particular Conditions and in this General Conditions if the event is covered under this insurance policy.

If, after an indemnity for permanent disability has been paid, the INSURED were to die as a consequence of that same accident, the INSURER will pay the difference between the amount paid for the incapacity and the amount insured for death, if the abovementioned amount is higher.

b) In the event of permanent disability: The INSURER 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. Absolute loss or inability to use:

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 of beneficiaries or rules to determine them the sum insured shall form part of the Insured's estate. In case of several beneficiaries, unless otherwise agreed, the payment of the sum insured shall be made in equal shares or in proportion to the inherited share if the designation has been made in favour of the heirs. **Unless otherwise agreed, the part not acquired by one Beneficiary shall increase that of the others.**

In the event that any of the Beneficiaries is the malicious cause of the accident, the designation made in their favour shall be null and void, with the result that the share that should have corresponded to them shall be added to that of the other Beneficiaries or, where appropriate, shall form part of the Insured's estate.

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 and the Insurer hereby declare 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 INSUREDS, under this or other policies, by any insurance policy taken out by the INSURER. Should this limit be exceeded, the compensation will be apportioned in proportion to the amount insured by person and the number of insured persons.

EXCLUSIONS

This cover does not extend to:

- a) Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, 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 actions, 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 upheaval, 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) Accidents that result from the practice of the sports activities listed in groups B (except in the case of trips not made for the purposes of carrying out a sport activity of that group) and C of the DEFINITIONS section.
- e) Accidents that result from the practice of the sports activities listed in group D of the DEFINITIONS section.
- f) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- g) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic with no physical effort required or intellectual nature.
- h) Any person who causes a loss intentionally will be excluded from benefiting from the covers provided by this policy.
- i) The situations that worsen an accident that occurred before the formalisation of the policy are not included.
- j) The losses that are caused by radiations from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

You can check here the [Indemnity Clause by the Consorcio de Compensación de Seguros](#) (insurance compensation consortium), it is included as well at the end of this document.

5. PRIVATE LIABILITY**5.1. Personal Private Liability**

The INSURER will pay, up to the limit stipulated in the Particular Conditions, the pecuniary compensations for non-contractual liability, in accordance with articles 1902 to 1910 of the Civil Code, or similar regulations established in foreign legislation, 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, in their persons, animals or objects during the trip, **provided that they are caused by acts or omissions directly by the insured, and whenever fault or negligence of the insured had happened.**

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 registry office, 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 sphere of the dependence in question.

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

The first 200 euros of each claim will be paid by the Insured Person.

5.2. Legal Assistance Expenses

The Insurer shall reimburse, up to the limit established in the Particular Conditions, the legal defense expenses of the Insured —lawyer's fees— incurred when acting as the defendant in legal proceedings involving their liability towards third parties (Coverage 5.1). **Events related to the Insured's professional activity, the use or custody of a motor vehicle, and contractual liabilities in which the Insured is a party are expressly excluded from this coverage.**

The Insured undertakes to send the Insurer, as soon as possible, the supporting documents for their lawyer's fees.

The first €200 of each claim shall be paid by 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) Liabilities resulting from the practice of the sports activities listed in group D of the DEFINITIONS section.
- e) The damage to the goods, movable, immovable or intangible, that have been leased, transferred for use or in general entrusted, for any purpose, to the INSURED.
- f) Damage caused by animals travelling with the Insured
- g) Damage caused when the insured exercised the diligence of a good parent, if such damage is caused by minors, persons subject to guardianship or curatorship entrusted to the insured.

The Policyholder and the Insurer hereby declare 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 INSUREDS, under this or other policies, by any insurance policy taken out by the INSURER. Should this limit be exceeded, the compensation will be apportioned in proportion to the amount insured by person and the number of insured persons.

V.-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, 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 or 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 Insurer.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurer 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 120 km/h and tornados) and falling astral bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and social upheaval.
- c) Events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, on request of the Insurance Compensation Consortium, by means of the reports published by the State Meteorology Agency (AEMET), the National Geographic Institute and all other competent public bodies. With regard to political or social events, as well as cases where damage is caused by events involving or actions by the Armed Forces, or the Police or Security Forces at times of peace, the Insurance Compensation Consortium may ask the competent jurisdictional and administrative bodies for information concerning the events in question.

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 deriving from nuclear energy, notwithstanding the provisions of Act 12/2011, of 27 May, on general liability for nuclear damage or damage caused radioactive materials.

- e) The risks caused by natural phenomena other than those stated in section 1.a) above and, in particular, those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are clearly 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 such as those set out in section 1.b) above.
- 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.

1. The scope of the cover for extraordinary risks extends to the same people and sums insured as established in the insurance policy for the coverage of the ordinary risks.
2. In Life insurance policies which involve an actuarial mathematical provision, in accordance with the provisions of the contract and in accordance with the regulations on private insurance. The cover provided by the Insurance Compensation 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 above mentioned insurer.

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 (900 222 665 or 952 367 042).
-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.

VI.- PRIVACY

We have drafted this summary in order to help you to manage and use this document. Please read the full version, the updated version of which is available at all times on our web page, section “data protection policy” <https://www.ergo-segurosdeviaje.es/data-protection/>

WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is “ERGO SEGUROS DE VIAJE, SUCURSAL EN ESPAÑA (hereinafter, “ERGO Seguros de Viaje”).

We have designated a person that shall be responsible for safeguarding your privacy at our company (the Data Protection Manager or “DPM”) before whom you may file any claim or request clarifications if you have any doubts or questions. You may contact the DPM at Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid, Spain or by way of email: dpd@ergo-segurosdeviaje.es

In the cases in which the existence of a co-insurer has been reported in your policy, the information on the co-insurer as eventual controller will also be included, for the part of the risks that are assumed by said co-insurance. Review the information on “Coinsurance and Reinsurance” below this clause, in case these figures have been provided for your policy.

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

Necessary processing data to comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as ii)) to respond to your requests for the contracting of said policies, iii) for the investigation, processing and, where appropriate, payment of compensation, iv) in order to render your personal data anonymous in order to comply with the solvency and provisions obligations imposed under applicable regulations, and v) for the exercise, formulation or defence of claims. In the event that your policy includes assistance benefits, your data is processed vi) for the provision of the required assistance, its payment to the provider or its reimbursement, which may include the handling of health data. In the case of travel insurance policies, it is possible that in order to fix the premiums vii) automated decisions are made using minimum profiles based on the claims experience of your policy, and studies that analyses as variables statistics data and the information about your trips destinations and durations.

Additional processing data for commercial purposes to notify you of our offers and to enhance the quality of our service provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, data can be process to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section “profiles”).

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. The additional mention data processing data for which you can always exercise your opposition, are based on the legitimate interest and the application of Art. 21 of the Law 34/2002 of 11 July, so this process will be carried out only if you are customer and accept our protection data policy balanced with your right to privacy. The foregoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers. To carry out additional commercial data process your consent is required, which you can revoke at any time without detriment.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje, has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Reinsurance Entities may access the information too, in accordance with art. 94.4 LOSSEAR, but just of the data strictly necessary for the conclusion of the reinsurance. For example, if your insurance policy includes legal protection cover, it is managed by a reinsurance contract with Onlygal Seguros y Reaseguros, Sociedad Anónima. Please see below this clause for information on "Coinsurance and Reinsurance" in case these figures are foreseen for your policy.

If your policy includes assistance benefits, we inform you that our suppliers and providers of services include certain related-party companies, such as the travel assistance services of "DKV SERVICIOS, S.A.", and of "EURO-CENTER HOLDING, S.E.", a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

If you are going to use medical management systems as Air Doctor (AD), keep in mind that the moment you register with AD it will be necessary to verify that your policy is valid and in force, for which it is necessary to communicate minimum validation data to AD, guaranteeing in any case the appropriate confidentiality by means of a contract. AD is an entity located in Israel, protected by Commission Decision 2011/61/EU of January 31, 2011.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong. Service providers will also be recipients, but this will always be done with contracts and guarantees subject to models approved by the authorities. On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, for the purpose of pursuing, asserting or defending claims for the period of limitation of claims (five years for personal insurance and two years for property and casualty insurance), meeting our tax and supervisory obligations, and duly blocked (i.e. at the disposal of the relevant authorities to answer for the processing operations carried out). So that only the minimum necessary data relating to the operations and transactions carried out will be kept. Once these periods have elapsed, the data will be finally deleted.

WHERE DOES YOUR DATA COME FROM AND WHAT CATEGORIES OF DATA ARE PROCESSED?

Your data come from yourself, by filling in the forms where they are collected or, in the case of collective policies taken out by a policyholder other than yourself, through the management that the policyholder may carry out, who will have to inform you of this clause. The categories of the data processed are personal identification data (ID card, NIE, passport, driving license number, sex, nationality, residence and date of birth) or the insured event (trip, show, etc.). In the event of an accident there may be additional information, including health data, which will be provided upon your request, or with the appropriate guarantees by the relevant providers, in order to provide the corresponding assistance and thus comply with the policy.

WHAT ARE MY RIGHTS?

You have the right to access, rectify and delete your personal data, to object to the use thereof, to revoke your consents, as well as other rights provided for under applicable regulations, such as the right to the transfer of your personal data, the limitation of the data processing thereof, or to file a claim or complaint before the Data Protection Agency, or before our Data Protection Manager. Moreover, if automated decisions are adopted that affect you, you can request the intervention of a natural person to review said decisions, and object to them. You can also revoke any consent you have given without any prejudice to you.

You can exercise your rights by sending us a letter with the subject: 'DATA PROTECTION' to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, or by an email to dpd@ergo-segurosdeviaje.es. Please provide us with a copy of your ID card, or any other official identification document, if you are contacting us for the first time and your details are not validated, or in similar cases, in order to avoid reasonable doubts about your identity and to guarantee confidentiality.

For more information, please read the document "Complementary information" that you can find in the section "Data Protection" of our web page www.ergo-segurosdeviaje.es