



Travel assistance insurance  
**civitatis**

## PARTICULAR CONDITIONS

### TRAVEL ASSISTANCE FOR OPTIONAL HOLIDAY PLUS PEOPLE

Premiums are not valid for cruise trips.

**INSURED PARTIES:** Travellers who, together with the Policyholder, contract a trip or holiday that will not be enjoyed in their habitual residence, whose names, destinations and duration of the trip are declared to ARAG before the trip begins.

**TEMPORARY VALIDITY:** In Temporary Policies, duration refers to that specified in the Particular Conditions.

In order to benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 31 consecutive days.

**TERRITORIAL SCOPE:** The insurance is valid for Europe and countries bordering the Mediterranean, or throughout the World, according to the destination of the holiday, trip or accommodation contracted with the Policyholder.

**COVERAGE AND LIMITS:** The items, with their limits, that appear as contracted in the following coverage table are the purpose of this contract.

	EUROPE	WORLD
<b>ASSISTANCE COVERAGE</b>		
7.1 MEDICAL AND HEALTH CARE	€200000	€200000
7.1.1 DENTAL EXPENSES	€75	€75
7.2 REPATRIATION OR TRANSPORTATION OF THE INJURED OR ILL	100% of the cost	100% of the cost
7.3 REPATRIATION OR TRANSPORTATION OF MINORS OR DISABLED PEOPLE	100% of the cost	100% of the cost
7.4 TRAVEL FOR A RELATIVE IN CASE OF HOSPITALISATION	100% of the cost	100% of the cost
7.4.1 ACCOMMODATION EXPENSES FOR A RELATIVE ABROAD	€400 €40/day	€400 €40/day
7.5 CONVALESCENCE IN HOTEL	€400	€400

	€40/day	€40/day
7.6 REPATRIATION OR TRANSPORTATION OF A DECEASED INSURED PARTY	100% of the cost	100% of the cost
7.7 EARLY RETURN DUE TO THE DEATH OF A RELATIVE	100% of the cost	100% of the cost
7.8 EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE	100% of the cost	100% of the cost
7.9 SENDING URGENT MESSAGES	Serv.Arag	Serv.Arag
7.10 DELIVERY OF MEDICINES ABROAD	100% of the cost	100% of the cost
7.11 DEFENCE OF CRIMINAL RESPONSIBILITY ABROAD	€3000	€3000
<b>LUGGAGE COVERAGE</b>		
7.12 THEFT AND DAMAGE TO LUGGAGE	€900	€900
7.13 DELAY IN THE DELIVERY OF CHECKED BAGGAGE	€90	€90
7.14 SEARCH, LOCALISATION AND DELIVERY OF LOST LUGGAGE	100% of the cost	100% of the cost
<b>COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE</b>		
24H PERSONAL ACCIDENTS - DISABILITY	€6000	€6000
PERSONAL ACCIDENTS MEANS OF TRANSPORT - DEATH	€6000	€6000
<b>COMPLEMENTARY CIVIL LIABILITY INSURANCE</b>		
PRIVATE CIVIL LIABILITY	€30000	€30000

When the Insured Party is travelling on any type of land, maritime or air vehicle, the Insurer will not be obliged to provide any type of service that will be provided as soon as the Insured Party is on the land.

Those countries which, during the Insured Party's trip or travels, are in a state of war or siege, insurrection or conflict of any kind or nature, even when they have not been officially declared, and those that specifically appear on the receipt or in the Particular Conditions are excluded from the coverage.

It is expressly agreed that the Insurer's obligations derived from the coverage of this policy, end the moment the Insured Party returns to their habitual residence, or when they have been admitted to a health centre located at a maximum of 25 km distance from the aforementioned address.

**COMMUNICATION OF TRAVEL:** The Policyholder will communicate to ARAG all the data regarding the travellers (names, destinations, duration of the trips) before the start of all trips. Likewise, the Policyholder will have provided ARAG with all the documents related to the Insured Party of this contract, so that the Insurer can verify the accuracy of the data of the travellers communicated by the Policyholder.

To the effect that the Policyholder's clients, who will be insured by this policy, are aware of the items that are covered by this insurance, ARAG will deliver Vouchers for the Policyholder to distribute among their clients, which will be the only valid document that certifies them as an Insured Party of this policy.

The Policyholder will include the start and end date of each travel in all the Vouchers that they distribute.

**PAYMENT OF PREMIUMS TO ARAG:** Premium payments will be made monthly by nominative cheque issued by the Policyholder and addressed to ARAG upon receipt of the invoice list.

**SERVICE DELIVERY:** The services provided in this policy will be delivered through ARAG S.E., SUBSIDIARY IN SPAIN To facilitate the urgent provision of services, ARAG will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers.

ARAG's telephone number is 93 485 77 35 if the call is made from Spain and 34 93 485 77 35 if it is made from abroad.

In any case, the Insured Party may request the Insurer to reimburse the cost of calls made to the Company, provided that this cost is duly documented and justified.

If it is not possible to contact the company through the usual means, the Insured Party may contact ARAG through the WhatsApp application on 672 608 176. This system may be used only for the initial contact with the company and in no case can any personal data or documents of any kind be sent in order to ensure current Personal Data Protection regulations are not violated.

- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.

## INFORMATION TO THE INSURED PARTY

The policyholder must have received the following information before the conclusion of this contract, in compliance with the provisions of article 96 of Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities and in articles 122-126 of its regulations

- The insurer of the policy is ARAG S.E., a German entity with registered office in Düsseldorf, ARAG Platz no. 1; the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) is responsible for controlling and supervising its activity. It is authorised to operate in Spain under the right of establishment given to its ARAG S.E., subsidiary in Spain, branch with NIF W0049001A and registered address in Madrid, Calle Núñez de Balboa, 120; duly registered in the General Directorate of Insurance and Pension Funds administrative register with code E-210.

In case the insurance company liquidates, Spanish regulations on such matters will not apply.

The legislation applicable to the insurance contract is Spanish, specifically, law 50/1980 of October 8, regulating insurance contracts.

In case of disagreement or litigation, the policyholder or the insured party may request arbitration through the Spanish courts of justice.

ARAG S.E., Subsidiary in Spain, has the following customer service contact numbers available for its clients and insured parties:

For modifications and/or consultations on contracted policy, call: 93 485 89 07 - 91 566 16 01 or send an email to, [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For complaints and/or suggestions: Customer Service Department (c/Roger de Flor, 16, 08018, Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)), which also addresses and resolves complaints





that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of two months from submission.

In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of two months elapses without having received a response, the claimant may contact the General

Directorate of Insurance and Pension Funds, Claims Service, Paseo de la Castellana, 44, 28046 - Madrid, website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es), or by telephone on 902 19 11 11.

-The Report on the financial and solvency situation of the insurer can be viewed and downloaded here:

<https://www.arag.com/company/financial-figures>.

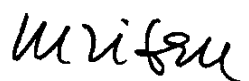
When the Policyholder/Insured Party provides their bank details for payment of the insurance premium, they consent and authorise that such a payment should be charged to the account included in this document or the account that they communicate to the insuring entity for that purpose while this contract is in force.

ISSUED IN MADRID, A 18 DE JUNIO DEL 2019

For the Company

THE POLICYHOLDER

By proxy



CEO

Member of GEC

## INFORMATION REGARDING DATA PROTECTION

<b>Data processor</b>	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006.- MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
<b>Data Protection Officer contact details</b>	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
<b>Purpose of processing</b>	Underwriting and execution of the insurance contract
<b>Authentication</b>	Execution of the insurance contract
<b>Recipients</b>	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest
<b>International transfers</b>	May be necessary, during certain assistance services, for the execution of the contract.
<b>People's rights</b>	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: lopd@arag.es
<b>Additional Information</b>	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

### Data processor

The entity responsible for processing personal data is ARAG SE, Subsidiary in Spain, whose NIF is W0049001A and registered address is C/Núñez de Balboa no. 120, 28006 Madrid. Email:

atencioncliente@arag.es Website: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at dpo@arag.es.

### Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the coverages of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Subsidiary in Spain third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the coverages of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing.

Once the statutory limitation periods have elapsed, the data will be deleted.

## Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received.

You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the coverages provided in your policy.

## Rights

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Subsidiary in Spain, by email to [lopdpd@arag.es](mailto:lopdpd@arag.es) or if you prefer, by post addressed to C/Roger de Flor, 16, 08018, Barcelona

(include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## Third party(s') personal data

Regarding other individuals' personal data that must be given to ARAG SE, Subsidiary in Spain, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.

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## GENERAL CONDITIONS

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### SEGURO DE ASISTENCIA EN VIAJE A LAS PERSONAS OPCIONAL VACACIONAL PLUS

#### Introduction

This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.

#### Definiciones

Definitions of terms in this contract:

**Insurers:** ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

**Policyholder:** The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

**Policyholder:** The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

**Relatives:** The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws of both are considered covered.

**Policy:** The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

**Premium:** The price of insurance. The receipt will also contain legally applicable surcharges and taxes.

#### 1. Purpose of the insurance





Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system.

## 2. Insured Parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of a Collective Policy.

## 3. Temporary validity

In Temporary Policies, duration refers to that specified in the Particular Conditions.

In order to benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 31 consecutive days.

## 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Europe, countries bordering the Mediterranean, or throughout the World, according to what has been specified in the Particular Conditions.

All articles are applicable when the Insured Party is further than 20 km from their habitual residence.

## 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date of the corresponding maturities.

If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.

In case of non-payment of the first annuity, the effects of the coverage will not begin, and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.

## 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of

the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

## **7. Guarantees covered**

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services

### **7.1 Medical and health care assistance**

ARAG, up to the limit indicated in this policy's Particular Conditions, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the sick or injured Insured Party, provided that said intervention has been carried out in accordance with the Insurer's medical team.

The following services are expressly included, without limitation:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. The successive payment of medications or pharmaceutical expenses that derive from any process that is or becomes chronic are excluded from this coverage.

In cases of vital emergency as a result of an unpredictable complication of a chronic, congenital or preexisting illness, as well as an unforeseen complication in pregnancy during the first 24 weeks of pregnancy, ARAG will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.

The expenses covered for this event may not in any case exceed 10% of the sum insured by the Medical health care coverage.

Except in case of emergency or force majeure, the Insurer will, through its medical team, will decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.

In cases of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party requires long-term treatment,

ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.

Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.

Likewise, and up to the limit indicated in this policy's Particular Conditions, ARAG will cover expenses for acute dental issues, understood as such by infection or trauma requiring emergency treatment.

## **7.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

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

Exclusively in Europe and always at the discretion of the Insurer's Medical Team, a specially conditioned medical aeroplane may be used.

If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.

## **7.3 Repatriation or transportation of minor or disabled child.**

If the Insured Party who has been repatriated or transferred pursuant to the coverage established in 'Repatriation or transportation of the injured or ill', were the only adult travelling with disabled children or children aged under fifteen, ARAG will arrange and cover the round-trip travel of a steward or person designated by the Insured Party to accompany the children home.

## **7.4 Travel for a relative in case of hospitalisation**

If the ill or injured Insured Party's condition requires hospitalisation for a period exceeding five days, ARAG will arrange a round-trip travel, by plane (economy class) or train (1st class) for a relative of the Insured

Party or the person designated by them, so that they can accompany them during their hospitalisation.

ARAG will also cover the cost of the companion's stay, upon presentation of the corresponding invoices, up to the daily limit established in the Particular Conditions and for a maximum period of ten days.

## **7.5 Convalescence in hotel**

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the convalescence up to the total limit established in the policy's PARTICULAR from the CONDITIONS, and for a maximum limit of 10 days.

## **7.6 Repatriation or transportation of a deceased Insured Party**

Should the Insured Party pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in their city, and will be responsible for those expenses. These costs include postmortem conditioning according to legal requirements.

Burial and ceremony costs are not included.

ARAG will arrange and cover expenses for the return of the other Insured Persons to their home, when they cannot do so through initially planned means.

## **7.7 Early return due to the death of a relative**

If any of the Insured Party(s) must interrupt their trip because of the death of their spouse, an ascendant or descendant in the first degree, or a sibling, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location.

Alternatively, at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence.

## **7.8 Early return due to hospitalisation of a relative**

In the event that an Insured Party must interrupt their trip because of the hospitalisation of their spouse, an ascendant or descendant in the first degree, or a sibling due to an accident or serious illness requiring a minimum hospitalisation of 5 days, occurring after the start date of the trip, ARAG will cover transportation costs to their habitual residence.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, provided that this second person is insured by this policy.

## **7.9 Sending urgent messages**

ARAG will arrange the delivery of any urgent message issued by the Insured Party deriving from an event covered by this policy.

## **7.10 Delivery of medicines abroad**

In the event that the Insured Party needs medication that they cannot find abroad, ARAG will cover the costs of locating it and delivering it to them through the fastest method possible subject to local legislations.

This clause is void if the medication is no longer manufactured and is unavailable through the usual channels of distribution in Spain.

The Insured Party will reimburse the Insurer for the cost of the medication upon presentation of the invoice for its purchase.

## **7.11 Defence of criminal responsibility abroad**

ARAG will cover the Insured Party's defence of criminal responsibility in cases that are brought against them in European courts regarding their private affairs and occurring during the trip this insurance was taken out for.

Acts deliberately caused by the Insured Party, according to a final judicial sentence, are expressly excluded.

The maximum limit of Expenses and Bonds for this coverage is specified in the policy's Particular Conditions.

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

## **7.12 Theft, loss or damage to luggage**

Compensation for damage and/or loss of the Insured Party's luggage or personal effects is guaranteed in cases of theft or total or partial loss caused by the carrier or fire or assault occurring during the course of the trip, up to the limit established in the policy's Particular Conditions 50% of the total luggage amount insured can be destined for coverage of cameras and photography, radio, sound, image devices and their accessories.

This compensation will always be in excess of and complementary to that received from the transport company; the Insured Party must present justification of the compensation they have received from their corresponding carrier, as well as a detailed list of the equipment and its estimated value.

This clause excludes theft and simple loss that occurs because of the Insured Party's fault, as well as jewellery, money, documents, valuables and sports and computer equipment.

For purposes of detailing the above exclusions, the following shall apply:

- Jewellery: set of objects made from gold, platinum, pearls or precious stones.
- Objects of value: set of silver objects, paintings and works of art, any kinds of collections, and fine furs.

In order to cover any property or damages in the case of theft, the report given to the competent authorities must be presented.

## **7.13 Delay in the delivery of checked baggage**

ARAG will cover, up to the limit given in this Policy's PARTICULAR CONDITIONS and upon presentation of the corresponding invoices, the costs of purchasing basic necessities, caused by a delay of 12 or more hours in the delivery of checked luggage. In no case can this compensation be accumulated with compensation for coverage of "Theft and damage to luggage".

In the event that the delay occurs on the return trip, this clause will only be valid if the baggage delivery is delayed more than 48 hours from the time of arrival.

For this clause to be valid, the Insured Party must provide the Insurer with a document that specifies the delay and its duration, issued by the carrier..

## **7.14 Search, localisation and delivery of lost luggage**

Should luggage be lost on a regular flight, ARAG will arbitrate and use all the means at its disposal to locate it, inform the Insured Party of the developments that occur and, where appropriate, deliver it to them at no cost.





## 8. Exclusions

The agreed insurance does not include:

Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.

- A) Except for those indicated in the 'MEDICAL AND HEALTH CARE' section of these GENERAL CONDITIONS', any ailments or chronic and/or pre-existing illnesses, as well as their consequences, suffered by the Insured party prior to taking out the insurance policy.
- B) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- C) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.
- D) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- E) Injuries or illnesses resulting from the Insured Party's participation in gambling, competitions or sports events, skiing and any other winter sport or those called adventure activities (including hiking, trekking and similar activities) and the rescue of people at sea or in mountains or deserts.
- F) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.
- G) The use of medical aircraft except in Europe, countries bordering the Mediterranean or Jordan and always at the discretion of the Insurer's Medical Team.

## 9. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

## 10. Declaration of an incident

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.



## 11. Additional provisions

The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.

## 12. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

## 13. Prescription

The actions derived from this insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

## 14. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

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## COMPLEMENTARY PERSONAL ACCIDENTS INSURANCE

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### DEFINITIONS:

**Accident:** Accident is understood as bodily injury that derives from a violent, sudden, external and unintentional action by the Insured Party, which results in permanent, total or partial disability, or death.

**Permanent disability:** Permanent disability is understood as the organic or functional loss of the use of limbs and faculties of the Insured Party whose intensity is described in these General Conditions, and whose recovery is not considered possible according to the opinion of the medical experts appointed in accordance with the Law.



**Sum Insured:** The amounts established in the Particular and General Conditions is the maximum limit of compensation to be paid by the Insurer in case of an incident.

**Disagreement in the evaluation of the degree of disability:** If the parties agree on the amount and form of compensation, the Insurer must pay the agreed amount. Should they disagree, the provisions of Insurance Contract Law will apply.

## **PAYMENT OF COMPENSATIONS:**

- A) The Insurer is obliged to pay compensation at the end of any investigations and expert appraisals necessary to establish the existence of the incident and, where appropriate, the amount resulting from it. In any case, the Insurer shall pay, within forty days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.
- B) If within three months from when the claim has been made, the Insurer has not carried out the repairs or paid compensation for the claim, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.
- C) In order to obtain payment in case of death or permanent disability, the Insured Party or the Beneficiaries must send the following documents to the Insurer, as appropriate:

### c.1.

#### - Death:

- Death certificate.
- Certificate from the Registry of Last Wills.
- A Will, if it exists.
- Certification of executor, if the Insured Party's Will designates insurance beneficiaries.
- Document proving the identity of the beneficiaries and the executor.
- If the beneficiaries were the legal heirs, the Declaration of Heirs issued by a competent Court would also be necessary.
- Letter exempting the beneficiaries from Inheritance Tax or liquidation, if applicable, duly completed by the competent Administrative Body.

### c.2. Permanent disability:

- Disability medical certificate which details the type of disability that has resulted from the accident.

## **PERSONAL ACCIDENT INSURANCE**

In case of death or permanent disability, the Insurer will pay, up to the expressly contracted amount indicated in the policy's Particular Conditions of the policy, and subject to the exclusions indicated in



these General Conditions, the compensations that may correspond as a result of the accidents that occurred to the Insured Party during trips and stays outside their habitual residence.

Persons over 70 years of age are not covered, and minors under 14 are covered for the risk of death by only up to € 3,000 for burial expenses and for the risk of permanent disability up to the amount established in the Particular Conditions.

The limit of compensation shall be fixed at:

a) In case of death:

When it is proven that the sudden or unexpected death occurred within one year from the accident, and is the result of an accident whose consequences the policy covers, the Insurer will pay the amount established in the Particular Conditions.

If, after the payment of compensation for permanent disability, the death of the Insured occurs as a result of the same incident, the Insurer will pay the difference between the amount already paid for disability compensation and the sum insured in the case of death, when said sum is higher.

b) In case of permanent disability:

The Insurer will pay the total amount insured if the disability is complete, or proportional to the degree of disability if it is partial.

The following table has been established for the evaluation of the degree of disability:

b.1 Loss or disabling of both upper limbs or both hands, or of an upper and a lower limb, or of a hand or a foot, or of both lower limbs or of both feet, absolute blindness, complete paralysis, or any other injury that renders the Insured Party unable to perform any sort of work... 100%

b.2 - Complete loss or disabling of:

- One upper limb or one hand 60%
- One lower limb or one foot 50%
- Complete deafness 40%
- Movement of the thumb or index finger 40%
- Loss of sight in one eye 30%
- Loss of the thumb 20%
- Loss of the index finger 15%
- Deafness in one ear 10%
- Loss of any other finger 5%

Should a case that is not indicated above occur, as in the partial losses, the degree of disability will be established in proportion to its severity compared with the listed disabilities. In no case may it exceed total permanent disability.

The degree of disability must be agreed upon and fixed within one year from the date of the accident.



The professional status of the Insured Party will not be taken into account when evaluating the effective disability of a limb or a part of the body affected.

If the Insured Party had physical disabilities before the Accident, the disability caused by the accident cannot be classified to a greater degree than if the victim did not have that disability before the accident.

Complete and permanent functional impotence in the limb is assimilable to the total loss of the limb.

## EXCLUSIONS

The following are not covered by this insurance policy:

a) Bodily injuries that occur in a state of mental derangement, paralysis, stroke, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis, and, in general, any injury or illness that diminishes the Insured Party's physical or mental capabilities.

b) Bodily injuries that occur as a result of criminal actions, provocations, quarrels - except in cases of self-defence - and duels, recklessness, bets or any risky or reckless undertaking, and accidents that occur as a result of war, even if they have not been declared, civil disturbances, earthquakes, floods and volcanic eruptions.

c) Illnesses, hernias, lumbagos, intestinal strangulation, complications of varicose veins, poisonings or infections whose direct and exclusive cause is not included in the covered insurance. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those that belong to the care of the person.

d) The practice of the following sports: speed or resistance races, ascensions and aeronautical trips, climbs, caving, hunting on horseback, polo, wrestling or boxing, rugby, spearfishing, parachuting, and any game or sport activity with high degree of risk.

e) The use of a two-wheeled vehicle with a cylinder capacity above 75 cc

f) The exercise of a professional activity, provided that it is not of a commercial, artistic or intellectual nature.

g) Any person who intentionally provokes the incident will not be covered by this policy.

h) Situations aggravating an accident that occurred prior to signing the policy are not included.

## MAXIMUM ACCUMULATION:

The maximum compensation for this policy and for a single incident, will not exceed €1,200,000.

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

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In accordance with the provisions of the legal Statute revised text of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, 29 October, the policyholder of an insurance contract that is obliged to include a surcharge in favour of the abovementioned public business institution is entitled to arrange coverage of extraordinary risks with any insurance entity that meets the conditions required by prevailing legislation.

The compensation for incidents that take place due to extraordinary events occurring in Spain or abroad, when the Insured Party's habitual residence is in Spain, will be paid by the Insurance Compensation Consortium when the Insured Party has paid the corresponding surcharges and one of the following situations takes place:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) That, even if they are covered by the aforementioned insurance policy, the insurance company's obligations cannot be met because it has been legally declared bankrupt or it is subject to forced liquidation procedures or this is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with the provisions of the aforementioned

legal Statute, Insurance Contract Law 50/1980, of October 8, the Extraordinary Insurance Risks Regulations, approved by Royal Decree 300/ 2004 and any other additional provisions.

## **Summary of legal regulations:**

### **1. Extraordinary events covered:**

- a) The following natural phenomena: earthquakes and seaquakes, flash floods including those caused by sea storms; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts superior to 120 km/h, and tornadoes); and falling of astral bodies and meteorites.
- b) Those violently caused as a consequence of terrorism, rebellion, sedition, riot and civil disturbances.
- c) Acts by the Armed Forces and Security Forces in peacetime.

Seismic, atmospheric phenomena, volcanic eruptions and the fall of astral bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by the Spanish State Meteorological Agency (AEMET), the National Geographic Institute and other public bodies that are competent in the matter. In the case of events of a political or social nature, as well as in the event of damage caused by acts or actions by the Armed Forces or the Security Forces in peacetime, the Insurance

Compensation Consortium may collect information on the events that have taken place from competent jurisdictional and administrative authorities.

### **2. Excluded risks:**

- a) Those that should not receive compensation according to Insurance Contract Law.
- b) Those caused by Insured persons who have an insurance contract in which the surcharge for the Insurance Compensation Consortium is not compulsory.
- c) Those produced by armed conflicts, even when there has been no official declaration of war.



d) Those related to nuclear energy without that stipulated in the Law 12/2011 of May 27 being affected, on civil liability due to nuclear damages or produced by radioactive materials.

e) Those produced by natural phenomena other than those indicated in section 1.a) and, in particular, those caused by rising groundwater level, slope movement, landslides or settlements, rockslides and similar phenomena, unless these were manifestly caused by rainwater, which, in turn, would have caused an extraordinary flood situation in the area and occurred simultaneously with said flood.

f) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of Organic Law 9/1983, of July 15, regulating the right to public meetings, as well as during legal strikes, unless these actions can be classified as extraordinary events in accordance with that noted in article 1.b) above.

g) Those caused by the Insured Party's bad faith.

h) Those corresponding to incidents produced before the payment of the first premium or when, in accordance with the provisions of Insurance Contract Law, coverage of the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to nonpayment of premiums.

i) Incidents which, due to their magnitude and seriousness, are classified by the Government of the Nation as a "catastrophe or national calamity".

### 3. Extension of coverage.

1 The coverage of extraordinary risks will reach the same persons and the same insured sums that have been established in insurance policies covering ordinary risks.

2. In life insurance policies which, in accordance with contract provisions and with regulations governing private insurance, generate a policy reserve, the cover of the Insurance Compensation Consortium shall refer to the capital at risk for each Insured Party, that is to say the difference between the sum insured and the policy reserve which the insurance entity which issued it must have duly constituted. The amount corresponding to the policy reserve will be paid by the aforementioned insurance company.

#### Communication of damages to the Insurance Compensation Consortium

1. The claim for compensation for damages whose coverage corresponds to the Insurance Compensation Consortium will be made by the policyholder, the Insured Party or the beneficiary of the policy, or by the person acting on behalf and in representation of one of those persons, or by the insurance company or the insurance intermediary with whose intervention the insurance was managed.

2. Communication of the damages and a request for any information related to the procedure and the status of the claims process may be made:

- By calling the Insurance Compensation Consortium Customer Service Number (952 367 042 or 902 222 665).

- Through the Insurance Compensation Consortium website: [www.consorseguros.es](http://www.consorseguros.es)

#### 3. Evaluation of damages:

The evaluation of compensable damages according to the insurance legislation and the content of the insurance policy will be carried out by the Insurance Compensation Consortium, and will not be

associated with, if applicable, any evaluation carried out by the insurance company that covers ordinary risks.

#### 4. Payment of the compensation:

The Insurance Compensation Consortium will pay the compensation awarded to the insurance beneficiary by bank transfer.

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## COMPLEMENTARY CIVIL LIABILITY INSURANCE

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### DEFINITIONS:

**Sum Insured:** The amounts established in the Particular and General Conditions is the maximum limit of compensation to be paid by the Insurer in case of an incident.

**Insured Party Obligations:** In the event of a Civil Liability claim, the Policyholder, the Insured Party, or their beneficiaries must not accept, negotiate or reject any claim without the express authorisation of the Insurer.

### PAYMENT OF COMPENSATIONS:

a) The Insurer is obliged to pay compensation at the end of any investigations and expert appraisals necessary to establish the existence of the incident and, where appropriate, the amount resulting from it. In any case, the Insurer shall pay, within forty days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.

b) If within three months from when the claim has been made, the Insurer has not carried out the repairs or paid compensation for the claim, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

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## PRIVATE CIVIL LIABILITY INSURANCE

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### 1. Private civil liability

The Insurer will cover monetary compensations - up to the financial limit expressly contracted, as indicated in the policy's Particular Conditions, and subject to the exclusions indicated in these General Conditions - that, without constituting personal sanction or sanction complementary to civil liability, may be demanded from the Insured Party pursuant to Articles 1902 to 1910 of the Civil Code, or

similar provisions established by foreign legislation, if the Insured Party is civilly liable for personal injury or material damage caused involuntarily to third parties' persons, animals or things.

This limit includes the payment of court costs and expenses, as well as the provision of judicial bonds required of the Insured Party.

## 2. EXCLUSIONS

The following are not covered by this insurance policy:

- a) Any type of Liability that corresponds to the Insured Party for driving motor vehicles, aircraft and boats, as well as for the use of firearms.
- b) Civil Liability derived from any activity in professional, unionised, political or associative organisations.
- c) Fines or sanctions imposed by Courts or authorities of all kinds.
- d) Responsibility derived from the practice of professional sports and the following modalities even as an amateur: mountaineering, boxing, bobsleigh, speleology, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts, and those practised with motor vehicles.
- e) Damage to the objects entrusted, by any title, to the Insured Party.