Travel Assistance Insurance

INSURANCE PRODUCT INFORMATION DOCUMENT

Company: IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U.
Registration: Spain C- 627
Product: Travel Assistance - Heymondo Top - International

The complete pre-contractual and contractual information regarding the product can be found in the General, Particular, and, if applicable, Special Conditions provided at the time of purchasing the insurance.

What does this type of insurance is covering?

Insurance designed for individuals while they are traveling, covering medical assistance and any travel incidents that may occur during their journey.

What is insured?

- ✓ Medical, pharmaceutical or hospitalization expenses abroad.
- ✓ Emergency dental expenses abroad.
- ✓ Advances in respect of guarantees for hospital fees abroad.
- ✓ Outpatient physiotherapy treatment.
- ✓ Extension of Stay.
- ✓ Sanitary transfer or medical repatriation.
- ✓ Trip resumption.
- ✓ Return expenses for hospital discharge.
- ✓ Companion travel expenses.
- ✓ Living expenses for the companion of the hospitalized insured person.
- ✓ Return expenses of the companion.
- ✓ Return of minors.
- ✓ Transfer of repatriation of mortal remains.
- ✓ Travel expenses of the companion of mortal remains.
- ✓ Living expenses of the companion of mortal remains.
- ✓ Return of companions of the deceased.
- ✓ Loss or theft of personal documents abroad.
- ✓ Loss, damage or theft of baggage.
- ✓ Delay in the delivery of checked baggage in public trasport.
- ✓ Delay in the means of transport.
- ✓ Loss of connections.
- ✓ Early return of the insured person due to the death of a relative.
- ✓ Early return of the insured person due to the hospitalization of a relative.
- ✓ Natural disaster
- ✓ Remote consultation of medical advice.
- ✓ Help with administrative procedures due to hospitalization abroad.
- ✓ Private Civil Liability.
- ✓ Death or absolute disability because of accident.
- ✓ Cancellation expenses.

OPTIONAL HIRING SUPPLEMENTS

Adventure Sports.

Electronic equipment.

What is not insured?

- ✗ Expenses for events not previously reported.
- ✗ Insured individuals over 70 years of age, unless otherwise specified in the specific and special conditions.
- ✗ Refusal to be transferred or repatriated based on the insurer's medical service recommendations.
- ✗ The expenses incurred once the Insured person is at the usual place of residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip object of the contract have concluded, except for what is indicated in the Medical Expenses coverage.
- ✗ The practice of sports of the following modalities, even as an amateur, and during the period between the start date of the trip and the end of it:

  Mountaineering, boxing, skydiving, hang gliding, gliding, polo, rugby, shooting, judo, bobsleigh, caving, scuba diving, martial arts, skiing, heliskiing, off-piste skiing, those practiced with motorized vehicles.

  *In case of contracting the Adventure Sports supplement, see the list of covered sports in the previous definition.

  Accidents or breakdowns that occur in the practice of sports competitions, official or private, as well as training or tests and bets, during the period between the start date of the trip and the end of it.
- ✗ Use of unauthorized means of public transportation, as well as the use of helicopters.
- ✗ The rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided in the coverage “Search and Rescue Expenses”. Trips aimed at exploration or by submarine are excluded.
- ✗ Events caused by the Insured with malicious intent, participation in criminal acts, duels, challenges, or brawls, as well as suicide or attempted suicide.
- ✗ Events occurring in a state of mental derangement or psychiatric treatment, intoxication, or under the influence of drugs.
- ✗ Events occurring in situations of war, terrorism, revolutions, or similar situations, or caused by natural or nuclear disasters, and in any case, events handled by the Consorcio de Compensación de Seguros (a Spanish state-owned consortium for insurance compensation). This exclusion does not apply to additional accommodation and transportation expenses included in the Natural Catastrophe guarantee of this policy.
- ✗ Damages resulting from the Insured's failure to follow the instructions and/or recommendations of the insurer and/or its Medical Service.
- ✗ The consequences of unnecessary surgical procedures or treatments for the cure of a covered accident or illnes.
- ✗ Events occurring due to force majeure that prevents the insurer from intervening.
- ✗ Events occurring in countries that are, before starting the trip, at war or in armed conflict..
- ✗ Payments that could result in international sanctions for the insurer.

  The Insurance provider, by the reception of the corresponding supplementary premium, may consider some of the excluded risks described as covered, provided that it is expressly stated in the Particular or Special Conditions.

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- ✕ Injuries and illnesses that occur during the period between the start date of the trip and its end, in the exercise of a manual profession, or injuries that occur when participating as a volunteer in non-profit entities
- ✕ Excluded from this policy are all expenses incurred when the trip covered by the insurance is a MARITIME CRUISE. Unless payment of the corresponding higher premium.
- ✕ Any circumstance known by the insured before the purchase of the policy, or at the time of reserving any trip, which could reasonably lead to the cancellation of the same.
- ✕ Any amount for service reserved and not used when it can be recovered from:

  The providers of accommodation, transport and/or any other service contained in your reservation.

  From the booking agents or the travel agent.

  Of other existing compensation mechanisms.

  The credit, debit or PayPal service card with which the insured paid for the trip or part of it.

Are there any restrictions regarding coverage?

EXCLUSIONS APPLICABLE TO MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE COVERAGE

- ! Medical expenses that exceed the limit specified in the specific conditions.
- ! Pre-existing and/or congenital illness, chronic conditions or ailments under medical treatment prior to the departure, except as provided in the “Medical Expenses” guarantee.
- ! General medical examinations, check-ups and any visit or treatment concerning preventive medicine, in accordance with the generally accepted medical criteria.
- ! Trips aimed at receiving medical treatment, or subsequent to the diagnosis of a terminal illness.
- ! Diagnosis, monitoring and treatment of pregnancy, voluntary termination thereof and childbirth.
- ! Burial and ceremony expenses as well as the cost of the coffin in the transfer or repatriation of mortal remains coverage.
- ! Treatment, diagnosis and rehabilitation of mental or nervous disorders.
- ! Acquisition, implantation, replacement, extraction, and/or repair of any type of prosthesis.
- ! Odontological, ophthalmological and otorhinolaryngological treatments, except in cases of emergency.
- ! Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by western medical science.
- ! When the accident or illness occurs abroad, any medical expenses incurred in Spain that correspond to a treatment prescribed or initiated abroad, except for the provisions of the guarantee “Hospitalization expenses in Spain for continuity of care abroad”.

EXCLUSIONS APPLICABLE TO TRAVEL INCIDENTS, FLIGHTS, AND ASSISTANCE SERVICES COVERAGE

- ! Goods, travel tickets, cash money, stamp collections, titles of any nature, documents in general and securities on paper, tapes and/or memory disks, documents recorded on magnetic stripe or film tapes, and collections.
- ! Petty theft. It is understood as the theft act committed without being noticed, without violence or intimidation of persons or the use of force on objects.
- ! Damage due to normal or natural wear and tear, inherent defect and inadequate, insufficient or unidentified packaging, as well as fragile luggage or perishable goods. Damage produced by environmental or weather influences.
- ! Objects, not entrusted to a carrier, that have simply been lost or forgotten.
- ! Theft during a stay in camping and caravan, in a free camping site, or in any non-fixed, mobile or transportable accommodation.
- ! The damage, loss or theft of objects and personal effects that have been left unattended in a public place or in a place made available to several occupants.
- ! Damage caused directly or indirectly by strikes, earthquakes and radioactivity.
- ! Damage caused intentionally by the Insured Person or because of gross negligence and those caused by spillage of liquids that are inside the baggage.
- ! All motor vehicles, as well as their parts and accessories.
- ! Coverage of delay or cancellation produced as a result of a strike or labor dispute is excluded.

EXCLUSIONS APPLICABLE TO PRIVATE LIABILITY COVERAGE

- ! The liability of the Insured for the operation of motor vehicles, aircraft, and watercraft, as well as for the use of firearms.
- ! Civil liability arising from any professional, political, or associative activity.
- ! Fines or penalties imposed by Courts or authorities of any kind.
- ! Liability arising from professional sports and the practice of mountaineering, boxing, bobsleigh, spelunking, judo, parachuting, hang gliding, glider flying, polo, rugby, shooting, yachting, martial arts, and those practiced with motor vehicles.
- ! Damage to objects entrusted to the Insured for any reason.
- ! Civil liability for ownership or possession of animals, pools, fuel tanks, etc.
- ! Civil liability arising from business, union, or community activities.
- ! Civil liability arising from the ownership and/or possession of firearms or motor vehicles.
- ! Civil liability for the temporary accommodation of minors, friends, etc.
- ! Civil liability for damage to entrusted property.

EXCLUSIONS APPLICABLE TO ACCIDENT COVERAGE

- ! Accidents caused by an injury or illness that reduces the physical or mental capacity of the Insured.
- ! Illnesses that do not have a direct and exclusive injury as their sole cause, as specified in the insurance contract, and the consequences of unnecessary surgeries or treatments for recovery.
- ! Injuries that occur in accidents resulting from the use of motorcycles with over 75 c.c. (cubic centimeters).
- ! Injuries that occur in the course of a professional activity.
- ! Situations of aggravation of an accident that occurred prior to the formalization of the contract.

EXCLUSIONS APPLICABLE TO TRIP CANCELLATION EXPENSE COVERAGE

- ! Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.
- ! Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of fewer than seven days.
- ! Diseases or illnesses prior to the reservation of the trip, as well as its consequences, unless it forces hospitalization for more than 24 hours and with a medical discharge date at least 7 days prior to the start date of the trip, except as indicated iat the corresponding points.
- ! In general, all cancellations for causes prior to the time of contracting that were known to the Insurance contracting party and/or Insured person.
- ! Participation in fights, crimes, bets, contests, competitions, except in cases of self-defense established by a Court.
- ! Restrictions related to the mobility of the Insured person imposed by the governments or competent health authorities in situations of quarantine, epidemics or pandemics, both at the country of origin of the insured person and at the destination, which make it impossible to start the trip.
- ! Conscious breach of official prohibitions.
- ! The non-presentation, for any reason, of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.
- ! Intentional acts, as well as self-harm, caused intentionally, suicide or attempted suicide.
- ! Events caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.

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Where am I covered?

The insured events are guaranteed within the specific territorial scope contracted as outlined in the specific conditions.

What are my obligations?

Before the conclusion of the contract, declare to the insurer all circumstances known to him that may influence the risk assessment.

• Pay the insurance premium as stated in the contract conditions.

• Notify the insurer that the event has occurred within a maximum period of seven days after becoming aware of it.

• Provide the insurer with all kinds of information about the circumstances and consequences of the event.

• Use all means available to mitigate the consequences of the event.

When and how do I have to pay?

The policyholder is obligated to pay the insurance premium according to the conditions specified in the contract, and it may be possible to arrange installment payments.

If periodic payments have been agreed upon, the first of them will be due once the contract is signed.

When does the coverage begin and end?

Cancellation expenses: This coverage must be contracted the day of the confirmation of the trip reservation, or maximum, within 7 days after it and will end at the time the trip begins.

The generating event that causes the cancellation of the trip must always be after the contracting of the insurance.

Other coverages: The coverage begins and ends on the date specified in the specific conditions. If the insurance is contracted after the start of the trip, the coverage can only be used after 72 hours have passeds.

In any case, the contracted coverage and its modifications or additions will not take effect until the insurance premium has been paid, unless otherwise agreed.

How can I terminate the contract?

In the case of individual insurance with a duration of more than six months, the contract can be terminated without stating any reasons and without any penalty within 30 days from the date on which the insurer delivers the insurance policy or provisional coverage document.

The unilateral termination right of the contract must be exercised by the policyholder through a durable medium that is available and accessible to the policyholder and allows for documentation of the notification. This communication must be made before the specified deadline expires. As of that date, the coverage by the insurer will cease, and the policyholder will be entitled to a refund of the premium paid, except for the portion corresponding to the period during which the contract was in force.

The insurer shall have a period of 30 days from the day of receiving the termination communication to process it.

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Heymondo

Travel Assistance Insurance - HEYMONDO

***General Conditions of the Travel Assistance Contract* - HEYMONDO**

INSURANCE ENTITY: IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U.

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1. Preliminary clause

This contract is governed by Law 50/80 of October 8th (registered in the BOE (Official Bulletin) of October 17) on Insurance Contract, by Law 20/2015, of July 14, on management, supervision and solvency of insurance and reinsurance companies, by the modifications and adjustments thereof and by their regulatory provisions.

In accordance with the Rule of Law, the Conditions of the present insurance contract have been written as clearly and precisely as possible, in order to enable all interested parties to understand the exact scope of the contract.

1.1. Information provided by the Insurance Contracting Party in the Insurance Application and/or information attached to the latter, is the basis of the terms and conditions of the insurance, including calculation of its price, and the essential reason for which the insurance provider enters into this contract. If there is any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.

1.2. The Insurance Contracting Party must inform the insurance provider of the nature and circumstances of any risk and report any circumstance known by the Contracting Party that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Contracting Party by the insurance provider, the former must declare any and all circumstances that could affect the assessment of the risk, to the insurance provider.

1.3. This insurance shall be formalized once the contract or provisional letter of coverage is duly signed by the contracting parties and shall take effect upon the date and time stipulated in the Particular Conditions.

1.4. Should the contents of the contract differ from the Insurance proposal or the agreed clauses, the contracting party shall be entitled to demand within the one month period from the delivery of the contract, the Insurance Contracting Party may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the Insurance shall prevail.

2. Definitions

The following definitions shall apply to this contract:

ACCIDENT
Any event due to a violent, sudden, external cause and extraneous to the intentionality of the Insured Person that produces objectively appreciable bodily injury.

PROFESSIONAL ACTIVITY WITH INCREASED RISK
Those professions or sectors with a predominant component or physical development, both in processes and in results, with serious potential impairment to the health, partial or integral, of the worker, of suffering a work-related accident, sequelae and/or common illness or professional, even under regular, diligent or agreed on performance, with or without the use of machinery and/ or external elements. Included in this definition are professional and/or sectoral activities whose handicrafts or physical development are differentiating from predominantly intellectual activities.

INSURANCE PROVIDER
IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.U. the insurance provider that assumes the contractually agreed risk, **subject to Spanish Law and having its registered office in Spain.**

INSURED PERSON
Each of the persons who, belonging to the insurable group, satisfies the conditions of adhesion and appears **on the list of persons included in the insurance,** which is contained in the Particular Conditions or its annexes.

NATURAL DISASTER
Flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire or volcanic activity caused by nature, excluding any event caused by man. The event must be declared a Natural Catastrophe by the government of the place of the event.

HOSPITAL FACILITY
A public or private Hospital, Healthcare Center or Clinic that is legally authorized to provide medical treatment of illnesses or body injuries, using material and human resources necessary for diagnosis, treatments, and surgical operations. **Spas, rest homes, nursing homes and similar establishments are not considered to be Hospital Facilities.**

CONTRACTING PARTY
The natural or legal person who signs this contract with the Insurance provider and represents the Insured Group to which the obligations arising from it correspond, except those that by their nature must be fulfilled by the Insured persons or their Beneficiaries.

ADVENTURE SPORTS

The following activities are understood to be included within the scope of coverage of this policy, as long as they are not the main reason for the trip and are not carried out on a professional and/or competition:

Athletics, gym activities, ranch activities (amateur bullfights, etc.), basketball, motor boats (with driver), bicycle rides, canoeing, curling, shooting sports / small game, organized balloon excursions, general hiking, footing, soccer, golf, pedal boats, ball games, beach games and other beach and camping activities, go-karts , kayaking, jet skis, snowmobiles, swimming, sailing, orienteering, paddle surfing, paddle tennis, paintball, helicopter sightseeing, skating, fishing, canoeing, Tibetan bridge, snowshoeing, climbing wall, 4x4 routes, segway, hiking, snorkeling, surfing and windsurfing, tennis, zip-lining, trekking below 3,000 meters of altitude, sledding in ski resorts, dog sledding (mushing), equestrian tourism, and any other activity with similar characteristics.

Additionally, and by paying the corresponding supplement, the scope of coverage may be expanded on the following activities:

Whitewater, airsolf, canyoning, diving and underwater activities less than 20 meters deep, bouldering up to 8 meters high, horse riding, sport climbing, fencing, caving less than 150 meters deep, water skiing, fly surfing, hydrobob, hydrospeed, kitesurfing, cycling, mountain biking, psychobloc up to 8 meters high, quads, rafting, rappelling, elastic jumping, survival, trekking up to 5,000 meters, and any other activity with similar characteristics.

ADDRESS OF THE INSURED PERSON

For the purpose of the guarantees and indemnity limits described in each of the latter, **the address of the Insured Person is the latter's usual address in the different countries of origin** therefore, whenever the word Spain appears, the latter shall be understood to be the country of origin of the Insured Person, and whenever the word foreign appears it shall be understood to be all other countries, other than that of the address of the Insured Person.

WILFUL MISCONDUCT

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

PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE

A serious and unexpected event with an international spread that requires international or national health authorities to take measures to restrict travel and/or trade.

ILLNESS

Any alteration of the health condition of the Insured Person, whose diagnosis and confirmation is made by a legally recognized doctor, and whose assistance is necessary.

CONGENITAL ILLNESS

It is the one with which a person is born, contracted in the womb of the mother.

SERIOUS ILLNESS

Any alteration of the health condition of the Insured Person, which requires urgent and essential assistance of medical services to preserve the life of the Insured Person.

PRE-TRAVEL ILLNESS/PRE-EXISTING ILLNESS
Any illness, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.

TERMINAL ILLNESS
Any advanced, progressive and incurable condition for which there are no possible chances of response to specific treatment and for which the survival rate is less than 12 months.

BAGGAGE
Any items of personal use that the Insured Person takes along during a trip, as well as any articles issued by any transportation carrier.

STABILIZATION OF THE PATIENT
The moment in which the breathing of the patient is guaranteed, bleeding is under control, the shock has been treated and fractures immobilized, and when the deterioration of the patient's condition is interrupted and his vital signs (blood pressure, pulse, breathing and tissue perfusion) are stabilized.

EVENT
A set of individual claims that arise or are directly caused by a single occurrence or contingency.

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

DATE OF THE EVENT
The date of occurrence of a foreseeable risk guaranteed by the Insurance, due in any and all cases to an accident or event that takes place during the term of the insurance contract.

SKI PASS
Fixed price pass or ticket that allows those who purchase it to make free use of ski facilities.

DEDUCTIBLE AMOUNT
It is the amount or percentage, expressly agreed, that in a Compensation for a covered event is borne by the Insured Person.

INSURABLE GROUP
The group of physical persons, united by a common bond, previous or simultaneously to the insurance agreement contract, but different from it, that comply with the requirements to be an Insured Person.

HOSPITALIZATIÓN
It involves the hospitalization record of the patient and his or her justified stay in the hospital for a minimum of 24 hours.

PETTY THEFT
Removal of the property of another person, for personal gain, without the use of violence or intimidation of the individual, or the use of force on property.

ABSOLUTE PERMANENT INCAPACITY
Situation whereby the Insured person is permanently and irreversibly incapacitated to carry out any profession.

ORTHOTICS
Aid or other external device applied to the body to modify the functional or structural aspects of the neuromusculoskeletal system. Equipment or devices, splints, technical aids and supports used in orthopedics, physical therapy and occupational therapy that correct or facilitate the execution of an action, activity or displacement, seeking energy savings and greater safety. They serve to support, align or correct deformities and to improve the function of the locomotor system.

PARTNER
Spouse, or domestic partner who is legally inscribed in an Official Registry, either local, regional or national, and other comparable accredited situations of cohabitation.

POLICY
It is the document that incorporates the Insurance Contract. It is constituted by the General and Particular Conditions that have been delivered to the Insurance contracting party / Insured Person at the time of the signing. Special Conditions may also exist for certain risks or insurable groups. **The Policy, also known as the Insurance contract, includes the Supplements or annexes that amend or complete its content.**

PREMIUM
The price of the Insurance including taxes.

USUAL RESIDENCE
The place where the Insured Person has his / her main dwelling. In case of doubt, it will be understood to be the one which appears as such in the census inscription.

RISK
Motive or reason for which the Insurance is contracted. It is the possible damage that the Insured person expects to see repaired, compensated or attended by the Insurance.

THEFT
Removal of the property of another person through violence or intimidation to the other individual or the use of force on property.

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

INSURED AMOUNT
The amount established in the Particular, Special and General Conditions, which constitutes a maximum compensation or reimbursement limit payable by the Insurance provider for the combined total of claims that occur over the term of the Insurance.

EMERGENCY
Serious health damage situation that requires medical-health care that, if not provided immediately, could endanger the life of the patient or his or her physical integrity or cause permanent impairment in to his or her health.

TRIP ABROAD
Any trip and stay of the Insured Persons outside their country of domicile and/or usual residence.

BASIC NECESSITIES
Those essential or essential goods or products that cover the basic needs of daily life.

ELECTRONIC AND DIGITAL EQUIPMENT
Cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment, as well as their accessories.

3. Insurance coverage

Through these coverages, the Insurance provider undertakes, **within the limits and under the conditions established below and in the Particular and Special Conditions**, o take over the agreed benefits.

A) MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE

1. MEDICAL, PHARMACEUTICAL OR HOSPITALIZATION EXPENSES

During travel

The insurance provider shall bear, **up to the limit established in the Particular Conditions**, he medical-surgical, pharmaceutical, hospitalization and ambulance expenses covered by the Insurance that the Insured Person needs during a trip abroad, as a result of an illness or accident occurred during the course of the same, and **up to a maximum of 180 days from the date of the accident or the first diagnosis of the disease, provided that previous consent from the insurance provider has been requested.**

The amount of the possible deductible by the insured is established in the Particular Conditions.

In cases of urgency as a consequence of an unforeseeable complication of a chronic illness or one diagnosed before the trip, the Insurance provider shall bear the expenses **until the patient is stabilized.**

In the case of illnesses or accidents occurring outside Spain, if the medical condition indicates that the illness or accident suffered by the insured party during the trip will require, by reason of its seriousness, long-term treatment (understood for these purposes as that which is expected to exceed 60 days from the date of diagnosis), once all the necessary measures and treatments have been applied to obtain the insured party's stabilization and discharge from hospital, when deemed possible, in the opinion of the insured's treating medical team and the insurer's medical team jointly, the insured and his accompanying relatives shall be transferred to their usual place of residence as soon as his state of health allows it to be carried out in safe conditions, so that he may continue to receive such treatment in his usual place of residence by the ordinary means of health care coverage available to him when he is not away from his home. However, if the insured refuses to be transferred to his usual place of residence and decides to continue with his trip, the expenses arising from the pathology suffered will not be covered.

2. EMERGENCY DENTAL EXPENSES ABROAD

The insurance provider shall bear the cost of treatment as a result of the appearance of acute dental problems such as infection, pain, broken pieces, fallen fillings, etc., which require emergency treatment, **as long as they occur during the course of a trip abroad and up to the limit indicated in the Particular Conditions.**

3. ADVANCES IN RESPECT OF GUARANTEES FOR HOSPITAL FEES ABROAD

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

4. OUTPATIENT PHYSIOTHERAPY TREATMENT

The Insurer will reimburse the Insured, up to the maximum limit indicated in particular conditions, for physiotherapy expenses derived from an illness, accident or injury occurring abroad during the trip and covered by this policy.

The Insurer's Medical Team must always authorize the aforementioned treatment.

5. EXTENSION OF STAY

If the Insured Person is ill or suffering from an accident while abroad, and the return on the planned date is not possible, **the medical team of the Insurance provider will make a decision based on their contacts with the attending physician**, the insurance provider shall be liable for any hotel and meal expenses, initially unforeseen by the Insured Person due to the extension of his or her stay **up to the total limits, both temporary and monetary, established in the Particular Conditions.**

6. SANITARY TRANSFER OR MEDICAL REPATRIATION

In the event of accident or illness of an Insured Person who is traveling outside his or her country of residence, the insurance provider shall be liable for the transfer or repatriation of the Insured Person to a properly equipped medical facility or to the latter's usual place of residence, **whenever deemed necessary based on the decision agreed upon between the medical team of the insurance provider and the physician attending the Insured person.**

In each case, the medical team of the insurance provider shall decide the means of transportation and the medical facility, or whether repatriation is necessary, based on the **urgency or seriousness of the condition** of the Insured Person, and shall keep in permanent contact with the physicians attending the Insured Person, and supervise that the latter receives proper care.

The medical team of the Insurer, depending on the medical situation of the Insured and, exclusively within the geographical scope of Europe or the countries bordering the Mediterranean, may authorize the use of a medical plane.

7. TRIP RESUMPTION

When the INSURED person has been transferred or repatriated due to illness or accident in accordance with guarantee 6, the INSURER and in the event that the INSURED person, once his state of health has been restored (under the supervision of the medical team that treated him and in accordance with the INSURER's medical team) allows reincorporation to the travel plan, the INSURER will bear the costs of said reincorporation up to the maximum limit indicated in the particular conditions and insurance certificate.

8. RETURN EXPENSES FOR HOSPITAL DISCHARGE

The Insurance provider shall be responsible for the return expenses of the Insured person who, **as a result of a covered accident or illness**, has been hospitalized and discharged and as a consequence, has lost the return ticket to the country of residence (tourist class) due to the impossibility of showing up on the corresponding means of transport on the date and time marked on the return ticket, up to the **limit established in the Particular Conditions.**

9. COMPANION TRAVEL EXPENSES

If the Insured Person must be **hospitalized because of an accident or illness under coverage**, for a period of time estimated to, **exceed three nights**, the insurance provider shall provide the person indicated by the Insured Person, **a round trip train (first-class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport**, so that he/she can reach the hospital.

10. LIVING EXPENSES FOR THE COMPANION OF THE HOSPITALIZED INSURED PERSON

If the Insured Person must be **hospitalized because of an accident or illness under coverage**, for a period of time estimated to **exceed three nights**, the insurance provider shall meet the lodging and living expenses of the companion designed by the Insured Person at the location of the hospital where the Insured Person is, **and up to the limit established in the Particular Conditions.**

This guarantee shall apply even if the companion is traveling with the Insured Person.

11. RETURN EXPENSES OF THE COMPANION

In the event that the Insured person is hospitalized or transferred, **due to an accident or serious illness under coverage**, and travels with his / her partner, siblings or his or her first-degree relatives, or of their partner or other persons with insured status who do not wish to continue the trip due to the transfer or hospitalization of the Insured person, the Insurance provider will organize and take charge of the **transfer to their place of origin or, to the destination of choice of the companions**. In the latter case **provided that the cost of transfer to such a destination does not exceed that of the return to the usual residence**. The transfer shall be by **train (firstclass) or plane (tourist class) ticket, or of the most suitable public and collective means of transport.**

A maximum limit of three companions is established for this Coverage.

12. RETURN OF MINORS

If the Insured travels in the company of minor children who become **unattended due to an accident, illness or covered transfer, not being able to continue the trip**, he Insurance provider shall organize and take charge of their return to the family residence, satisfying if necessary, the travel expenses of a relative designated by the Insured person to accompany them on their return.
If the Insured person cannot designate anyone, the Insurance provider shall supply a companion.

In any case, the transport of minors and accompanying persons will be carried out by **the most appropriate public and collective means of transport regarding the circumstances of the case.**

13. TRANSFER OF REPATRIATION OF MORTAL REMAINS

If during a trip under coverage, the death of an Insured Person occurs, the insurance provider shall take care of the procedures and expenses necessary for the transfer or repatriation of the mortal remains to the place of burial, cremation or funeral ceremony at the place of residence.

Burial, cremation, funeral expenses, and casket expenses do not fall within the aim of this coverage.

14. TRAVEL EXPENSES OF THE COMPANION OF MORTAL REMAINS

The insurance provider shall provide **a round trip train (first-class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport deemed by the Insurance provider**, to the person that lives in the country of residence of the insured person and that has been appointed by the family to accompany the mortal remains.

15. LIVING EXPENSES OF THE COMPANION OF MORTAL REMAINS

Should the previous coverage occur, **if the companion must remain at the place of death for procedures related to the transfer of the mortal remains of the Insured Person**, the insurance provider shall be responsible for the lodging and living expenses **up to the limit indicated in the Particular Conditions.**

16. RETURN OF COMPANIONS OF THE DECEASED

If the deceased Insured person was traveling with his / her partner, siblings or first-degree relatives or his / her partner, or other persons with insured status, the Insurance provider will organize and bear the cost of their return by train **(first-class), airplane (tourist class) or by the means of public or collective transport that the Insurance provider deems most suitable, to the family residence, provided that they cannot continue the trip in the means of transportation that was being used.**

A maximum limit of three companions is established for this Coverage.

17. SEARCH AND RESCUE

The Insurance provider shall cover, **up to the limit established in the Particular Conditions**, the expenses for search, rescue and/or salvage derived from the accident of the Insured person, either by means of civil or military rescue or by any relief agency alerted to this effect.

18. LOSS OR THEFT OF PERSONAL DOCUMENTS ABROAD

In the event that personal documents such as Passports, Visas, Credit Cards or essential Identification Documents to continue the trip, are lost by, or stolen from the Insured Person during a trip abroad, the insurance provider shall collaborate with the procedures of complaint to the authorities or to the necessary public or private organizations and shall be responsible for the expenses incurred by the new issuance of said documents, **up to the limit established in the Particular Conditions.**

Damages due to the loss or theft of the mentioned objects or their unauthorized use by third parties nor the expenses incurred in the country of origin or residence do not fall within the aim of this coverage, and thus any damages derived thereof shall not be compensated by indemnity.

Exclusions applicable to Medical Assistance and Travel Assistance Coverage

Excluded are events arising from:

a) Pre-existing and/or congenital illness, chronic conditions or ailments under medical treatment prior to the departure, except as provided in the "Medical Expenses" guarantee.

b) General medical examinations, check-ups and any visit or treatment concerning preventive medicine, in accordance with the generally accepted medical criteria.

c) Trips aimed at receiving medical treatment, or subsequent to the diagnosis of a terminal illness.

d) Diagnosis, monitoring and treatment of pregnancy, voluntary termination thereof and childbirth.

e) Burial and ceremony expenses as well as the cost of the coffin in the transfer or repatriation of mortal remains coverage.

f) Treatment, diagnosis and rehabilitation of mental or nervous disorders.

g) Purchase, implantation, replacement, extraction and/or repair of prostheses of any type, such as pacemakers, stimulators, anatomical, orthopedic or dental pieces, orthotics and osteosynthesis materials (including natural bone substitutes, phospho-calcium ceramics, phospho-calcium cement, calcium sulfate, collagen, osteoinductive materials, demineralized bone matrix, bone morphogenetic protein and growth factors), breast prostheses, intraocular and extraocular lenses, hearing aids, crutches; valvular and vascular prostheses ("bypass" and stents); Any other expense related to any non-autologous implantable, active, synthetic or biological product, material or substance, not included in the previous list.

h) Odontological, ophthalmological and otorhinolaryngological treatments, except in cases of emergency.

i) Special treatments, dialysis, experimental surgeries, plastic or restorative surgery and those not recognized by western medical science.

j) When the accident or illness occurs abroad, any medical expenses incurred in Spain that correspond to a treatment prescribed or initiated abroad, except for the provisions of the guarantee "Hospitalization expenses in Spain for continuity of care abroad".

B) TRAVEL AND FLIGHT INCIDENTS

19. LOSS, DAMAGE OR THEFT OF BAGGAGE

The Insurance provider guarantees, **up to the amount established in the Particular Conditions**, the payment of compensation for the material losses suffered by the baggage **during the trip and as a consequence of:**

- Theft (which, for these effects, is understood only theft committed by personal violence or intimidation or by the forcing of objects).

- Malfunctions or damage caused **directly** by fire or theft.

- Mechanical breakdowns and irremediable total or partial loss caused by the carrier.

In trips of more than 90 consecutive days outside the place usual residence, luggage is only guaranteed on round trips to Spain or the country of residence.

Items of value are covered for up to 50% of the sum insured for all of the baggage. Items of value are understood to be baggage left in vehicles, jewelry, watches, pieces of precious metal, furs, paintings, art objects, items of silverwork and goldwork or other precious metals, unique objects, mobile phones, cameras and photography and video accessories, radios, sound and image recording and reproduction devices, and their accessories, computer equipment of any sort, remote-controlled models and accessories, rifles, shotguns, as well as their optical attachments, wheelchairs and medical devices and of similar nature.

The aforementioned 50% limitation in the case of mobile telephones and their accessories, cameras and accessories for photography and video, radio, recording or reproduction of sound or image, as well as their accessories, computer equipment of all kinds, may be eliminated with the payment of the corresponding higher premium.

To be taken into account by the Insured Person:

- Jewelry and furs are guaranteed only against theft and when deposited in a hotel safe deposit box or with the Insured Person.

- The application of the proportional rule is expressly repealed in the case of an event covered in this section, compensating the Insured Person up to the maximum amount covered.

- In case of theft, the Insured Person must file a formal report of the incident with the local police, and list therein all the objects and their monetary value, and obtain a copy of the report which the Insured Person must send to the Insurance provider. Such a report must be filed no later than 48 hours from the time of the theft.

- If the luggage is later located and recovered, it will remain deposited in the possession of the Insurance provider until the Insured person returns the compensation that for the loss, theft or destruction he/she had received in accordance with this Insurance.

20. DELAY IN THE DELIVERY OF CHECKED BAGGAGE IN PUBLIC TRASPORT

In the event of a delay in the delivery of baggage registered in public transport, **which exceeds the number of hours stipulated in the Particular Conditions**, the Insurance provider shall be responsible for the amount of the essential items that the Insured Person must purchase due to the temporary delay of baggage; **it is an essential requirement that such items are acquired within the term of the suffered delay.**

The Insured Person must provide the corresponding documentation proving the delay, issued by the carrier, and the original invoices of the items purchased.

This coverage shall not be effective when the delay occurs upon the return to the usual residence of the Insured person.

The minimum time limit for the delay and the maximum sum insured for this concept is established in the Particular Conditions.

21. DELAY IN THE MEANS OF TRANSPORT

In case of a delay in the departure of the contracted means of transport **which exceeds the number of hours stipulated in the Particular Conditions, and with advance notice by the Carrier Company issued within the last 24 hours and provided that the Insured Person has a previously confirmed ticket**, the Insurance provider shall reimburse the unforeseen travel, accommodation, living and extraordinary expenses. **For the purposes of this guarantee, only aircraft, long-distance trains or regular boat liners are acknowledged as means of transportation.**

The limits, both temporary and economic, shall be those established in the Particular Conditions.

22. LOSS OF CONNECTIONS

If a connection is lost between two previously confirmed routes due to the delay of the initial means of transportation and **provided that there is a delay of two (2) or more hours with respect to the original departure time**, the Insurance provider shall reimburse the Insured Person for the corresponding travel, accommodation, living and extraordinary expenses, **up to the limit established in the Particular Conditions.**

This coverage applies only to aircraft, long-distance trains or regular boat liners.

23. EARLY RETURN OF THE INSURED PERSON DUE TO THE DEATH OF A RELATIVE

Whenever the Insured Person must interrupt the trip due to the death of a family member the Insurance provider shall take care of the transfer by **train (first-class) or plane (tourist class) ticket, or by the public and collective means of transport that the Insurance provider considers more suitable**, to the usual residence or to the place of burial in the country of usual residence, and **provided that he/she cannot use his / her own means of transportation or the one rented to make the trip.**

Likewise, the Insurance provider will pay for a second ticket for the transportation of the person who accompanied the Insured person who anticipated his / her return on the same trip, provided that this second person is insured by this contract.

24. EARLY RETURN OF THE INSURED PERSON DUE TO THE HOSPITALIZATION OF A RELATIVE

When the Insured Person must interrupt the trip **due to of the hospitalization of a family member for more than three (3) nights**, the Insurance provider shall take care of the **transfer by train (first-class), airplane (tourist class) or by the public and collective means of transport that the Insurance provider considers more suitable**, to the usual residence of the Insured Person or to the place of hospitalization in the country of usual residence, and **provided that he/she cannot use his / her own means of transportation or the one rented to make the trip.**

Likewise, the Insurance provider will pay for a second ticket for the transportation of the person who accompanied the Insured person who anticipated his / her return on the same trip, provided that this second person is insured by this contract.

25. NATURAL DISASTER

Additional accommodation and transportation expenses incurred during the insured trip are covered, up to the limit indicated in the particular conditions and insurance certificate, for one of the following reasons:

a) If on arrival or at any time during the trip, the insured person is unable to use the booked accommodation due to a natural disaster.

b) If the insured person is forced to move to a safe place, due to a natural catastrophe in the place where he is staying.

26. KIDNAPPING

The Insurer will indemnify up to the maximum limit indicated in the particular conditions and insurance certificate every 24 hours, when the Insured person remains unlawfully detained or under threat from someone who intends to illegally control the plane or means of transport in which the Insured person travels.

Any involvement by the insured himself, his relatives or partners will be excluded from this policy.

27. RENTAL CAR EXCESS

Coverage is provided for 50% of the rental car insurance excess and up to the limit established in the Particular Conditions, if you are involved in a car accident or your rented car is damaged or stolen while in your care or custody. The theft or damage must occur during your rental period and during your coverage period as shown on your Certificate of Insurance while on your trip abroad.

The rental period will be considered as stated in the confirmation of your rental contract.

Exclusions applicable to Travel and Flight Incidents Coverage

The following are not covered by this Contract:

a) Goods, travel tickets, cash money, stamp collections, titles of any nature, documents in general and securities on paper, tapes and/or memory disks, documents recorded on magnetic stripe or film tapes, and collections.

b) Petty theft. It is understood as the theft act committed without being noticed, without violence or intimidation of persons or the use of force on objects.

c) Damage due to normal or natural wear and tear, inherent defect and inadequate, insufficient or unidentified packaging, as well as fragile luggage or perishable goods. Damage produced by environmental or weather influences.

d) Objects, not entrusted to a carrier, that have simply been lost or forgotten.

e) Theft during a stay in camping and caravan, in a free camping site, or in any non-fixed, mobile or transportable accommodation.

f) The damage, loss or theft of objects and personal effects that have been left unattended in a public place or in a place made available to several occupants.

g) Damage caused directly or indirectly by strikes, earthquakes and radioactivity.

h) Damage caused intentionally by the Insured Person or because of gross negligence and those caused by spillage of liquids that are inside the baggage.

i) All motor vehicles, as well as their parts and accessories.

j) Coverage of delay or cancellation produced as a result of a strike or labor dispute is excluded.

C) TRAVEL ASSISTANCE SERVICES

28 REMOTE CONSULTATION OF MEDICAL ADVICE

If, during the trip, the Insured Person requires medical information that **cannot be obtained locally**, such information may be requested by telephone from the Insurance provider, who shall facilitate it through its Assistance Centers, **without assuming any responsibility for said information**, considering the impossibility of providing a diagnosis by telephone, without the direct observation of the patient.

29. HELP WITH ADMINISTRATIVE PROCEDURES DUE TO HOSPITALIZATION ABROAD

The Insurance provider shall collaborate, **as much as possible**, in the management of all **necessary** administrative procedures to formalize the admission of the Insured Person in the Hospital Center, **upon request to the Assistance Center of the Insurance provider.**

D) PRIVATE CIVIL LIABILITY

30. PRIVATE CIVIL LIABILITY

The Insurance provider shall be liable **if established in the Particular Conditions, and up to the limit set therein**, for any monetary compensation in accordance with articles 1902 to 1910 of the Civil Code or similar provisions provided by foreign legislation, that the Insured person must satisfy, in his / her capacity as a **private person**, as civilly liable for **bodily or material damage caused involuntarily during the trip to third parties** (people, animals or things).

Neither the contracting party of the insurance, nor the other Insured Persons of this Insurance, nor their spouses or officially registered partners (either in local, regional or national registries) nor their ascendants or descendants, nor any other family member living with either of them nor their business partners, paid employees or any other individual who by law or by fact is a dependent of the contracting party or the Insured Person, shall be considered a third party, as long as they act within the scope of such dependency.

This limit likewise applies to the payment of legal costs and expenses, as well as the provision of legal bonds required of the Insured Person.

The deductible amounts that shall be applicable per event covered by this Insurance, as well as the maximum amount guaranteed per contract and year, are established in the Particular Conditions.

Exclusions applicable to Private Civil Liability Coverage

The following are not covered by this Contract:

a) Any type of Responsibility that corresponds to the Insured Person for driving a motor vehicle, aircraft or boat, as well as for the use of firearms.

b) Civil Liability derived from any professional, political or associative activity.

c) Fines or penalties imposed by courts or authorities of any kind.

d) The Responsibility derived from the practice of a professional sport as well as the following modalities, (even amateur practice), mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and those practiced with motor vehicles.

e) Damage to objects entrusted by any title to the Insured Person.

f) Civil Liability derived from the ownership or possession of animals, swimming pools, fuel tanks, etc.

g) Civil Liability derived from corporate, union or community activities.

h) Civil Liability derived from the ownership and/or possession of weapons and motor vehicles.

i) Civil Liability for temporary accommodation of minors, friends, etc.

j) Civil liability for damages to goods that have been entrusted.

E) DEATH OR ABSOLUTE DISABILITY BECAUSE OF ACCIDENT

31. DEATH OR ABSOLUTE DISABILITY BECAUSE OF ACCIDENT

If, as a result of an accident, as defined in this Contract, **suffered during a trip**, the death of the Insured Person occurs or he/she suffers a degree of absolute disability, the Insurance provider shall proceed to compensate the Insured Person, the beneficiaries or the legal heirs, **up to the limit established in the Particular Conditions.**

For the purposes of this Contract, Absolute Permanent Disability includes the following injuries:

Type of injury	Degree of disability
Incurable mental alienation, which precludes the exercise of any work activity	100 %
Complete blindness in both eyes	100 %
Total loss of both legs or feet, both hands or arms, one arm and one leg or one hand and one foot	100 %
Quadriplegia	100 %
Paraplegia	100 %

To be taken into account by the Insured Person:

a) The existence of various types of disability arising from the same accident shall not be cumulative.

b) If a bodily member or organ affected by a claim has previously suffered amputations or functional limitations, the percentage of compensation applicable shall be the difference between that of the pre-existing disability and the one resulting after the accident.

c) The determination of the degree of disability resulting from the accident shall be carried out in accordance with article 104 of Law 50/1980. If the Insured Person does not accept the proposition of the Underwriter regarding the degree of disability, the parties shall submit to the decision of Medical Experts in accordance with articles 38 and 39 of said Law.

Without prejudice to what may be established under particular conditions, the benefits provided for the risks of Death and Absolute Permanent Disability, are not cumulative with each other. Therefore, the payment of a benefit shall automatically cancel those related to other Coverage.

However, if after the payment of permanent disability compensation, the death of the Insured Person or a major disability occurs as a result of the same event, the Insurance provider shall pay the difference between the amount paid for said disability and the sum insured in the case of death, when such sum is higher.

The maximum aggregate limit related to the same event for this Coverage shall be established in the Particular Conditions.

CLAUSE RELATED TO THE COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN INDIVIDUAL INSURANCE

In accordance with the provisions of the consolidated text of the Articles of Association of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of October 29, the Contracting Party of an insurance contract which must include a surcharge in favor of the aforementioned public business organization has the power to agree on the coverage of extraordinary risks with any insurance company that meets the conditions required by current legislation.

The compensations derived from events caused by extraordinary incidents, occurred in Spain or abroad, whenever Spain is the place of usual residence of the Insured person, shall be paid by the Insurance Compensation Consortium when the insurance contracting party has paid the corresponding surcharges in his favor and any of the following situations occur:

a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance contract agreed with the insurance company.

b) That, even being covered by said insurance contract, the obligations of the insurance company could not be fulfilled due to having been declared judicially in bankruptcy or due to being subject to a liquidation procedure intervened or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned Articles of Association, to Law 50/1980, of October 8, to the Insurance Contract, to the Extraordinary Risk Insurance Regulations, approved by Royal Decree 300 / 2004, of February 20, and to the complementary provisions.

SUMMARY OF LEGAL STANDARDS

1. Extraordinary occurrences covered:

a) The following phenomena of nature: earthquakes and tidal waves; extraordinary floods, including those caused by sea waves; volcanic eruptions; atypical cyclonic storm (including extraordinary gusting winds over 120 km / h and tornadoes); and the fall of falling space debris and aeroliths.

b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and riot.

c) Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and the other competent public bodies regarding the matter. In cases of political or social events, as well as in the case of damage caused by acts or actions of the Armed Forces or the Security Forces or Corps in peacetime, the Insurance Compensation Consortium may collect from the competent jurisdictional and administrative bodies information on the occurrences.

2. Excluded risks:

a) Those that do not give rise to compensation according to the Insurance Contract Law.

b) Those caused to persons insured by an insurance contract other than those in which the surcharge in favor of the Insurance Compensation Consortium is mandatory.

c) Those caused by armed conflict, even if not preceded by an official declaration of war.

d) Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of May 27, on civil liability for nuclear damage or damage caused by radioactive materials.

e) Those produced by phenomena of nature other than those indicated in section 1.a) above and, in particular, those produced by elevation of the water table, movement of slopes, landslide or terrain settlement, rockfall and similar phenomena, except that these were manifestly caused by the action of rainwater, which, in turn, would have caused an extraordinary flood situation in the area and occurred simultaneously with the said flood.

f) Those caused by civil disturbance actions produced in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of July 15, regulating the right of assembly, as well as during the course of legal strikes, except if the aforementioned actions could be classified as extraordinary occurrences indicated in section 1.b).

g) Those caused by the bad faith of the Insured person.

h) Those related to incidents occurred before the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Law, the coverage of the Insurance Compensation Consortium is suspended or the insurance is extinguished due to premium non-payment.

i) Events that, due to their magnitude and severity, are classified by the Government of the Nation as «catastrophe or national calamity».

3. Extension of coverage.

a) The coverage of extraordinary risks shall reach the same people and the same insured amounts that have been established in the insurance contracts for the purposes of covering ordinary risks.

b) In life insurance contracts that in accordance with the provisions of the contract, and in accordance with the regulations governing private insurance, generate a mathematical provision, the coverage of the Insurance Compensation Consortium shall refer to the capital at risk for each insured person, that is, the difference between the sum insured and the mathematical provision that the insurance company that issued it must have established. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurance company.

COMMUNICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for compensation for damages which coverage corresponds to the Insurance Compensation Consortium shall be made by communication to the same by the insurance contracting party, the insured person or the beneficiary of the policy, or by whoever acts on behalf and name of the above, or by the insurance company or the insurance broker who managed the insurance.

2. The communication of the damage and the obtaining of any information related to the procedure and the status of the processing of the covered events may be carried out:

− By contacting the Call Center of the Insurance Compensation Consortium (900 222 665 o 952 367 042).

− Through the website of the Insurance Compensation Consortium (www.consorseguros.es).

3. Assessment of damage: the assessment of the damage that is compensable in accordance with the insurance legislation and the content of the insurance contract shall be carried out by the Insurance Compensation Consortium, without it being bound by the valuations that, if applicable, the insurance company that covered the ordinary risks would have carried out.

4. Payment of the compensation: The Insurance Compensation Consortium shall pay the compensation to the insurance beneficiary via bank transfer.

Exclusions applicable to death or absolute disability because of accident Coverage

In addition to those mentioned under the section of the exclusions generally applicable to Medical and Travel Assistance coverage, the following are excluded from the contract:

a) Accidents caused by states of mental alienation, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, AIDS (except as provided in the Second Medical Opinion guarantee if contracted), encephalitis, and, in general, any injury or illness that impairs the physical or mental ability of the Insured Person.

b) Diseases, hernias, lumbago, heart attacks, intestinal strangulations, complications of varicose veins, poisonings or infections that do not have as direct and exclusive cause an injury included within the insurance guarantees. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those belonging to the care of the person himself.

c) Injuries suffered from accidents resulting from the use of two-wheeled vehicles with a cylinder capacity exceeding 75 c.c.

d) Injuries that occur in the exercise of professional activity with aggravated risk. This exclusion may be repealed prior express authorization of the Insurance provider and by applying a surcharge.

e) Situations of aggravation of an accident occurring prior to the formalization of the Contract are not included.

F) CANCELLATION EXPENSES

32. CANCELLATION EXPENSES

The Insurance provider shall be responsible for the amount specified in the Particular Conditions to reimburse the travel cancellation costs that are incurred by the Insured person and are invoiced by application of the general conditions of sale of the Agency or any of the suppliers of the trip, **whenever not recoverable by the Insured person, in the case that the Insured person had to cancel the trip before its start for any of the reasons detailed below, which occurred after the insurance was contracted and forced the Insured person to cancel or postpone the trip on the scheduled date.**

For the purposes of this Insurance, the management expenses, cancellation costs, if any, and the penalty that according to the law or the conditions of the trip may have been applied shall be understood as included in this coverage.

1. For health reasons:

1.1. **Death, serious bodily accident or serious illness:**

- Of the Insured person or of any person indicated in the definition: Relatives. In the case of first-degree descendants who are under 24 months old, the illness shall not be required to be serious.

- This coverage will also be applicable when the hospitalized or deceased person keeps any of the aforementioned relationships with the spouse, domestic partner or person who, as such, lives permanently with the Insured person.

- Of the person in charge during the trip of the custody of the minor children or disabled relatives of the Insured person who are legally dependent on the latter.

- Of the direct superior of the Insured person at his job, provided that this circumstance prevents him/her from making the trip at the request of the Company he/she works for.

To be taken into account by the Insured person:

In relation to the Insured person, serious illness means an alteration of health that implies hospitalization or the need to stay in bed **within 7 days prior to the trip**, and which **makes it, medically impossible to start the trip on the scheduled date.**

When the disease affects any of the aforementioned persons, other than the Insured person, it shall be understood as serious when it involves hospitalization **within 7 days prior to the trip or carries the risk of imminent death.**

A serious accident is understood as bodily harm, unintentional on the part of the victim, arising from the sudden action of an external cause and which, **in the opinion of a medical professional, makes it impossible for the Insured person to start the trip on the scheduled date, or involves a risk of death** for any of the aforementioned relatives.

1.2. **Call for surgical intervention of the Insured person, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance**.

1.3. **Call for medical tests of the Insured person or first-degree relative, carried out by the Public Health as a matter of urgency, provided that they are justified by the seriousness of the case**.

1.4. **Summons for transplantation of an organ to the Insured person or first-degree relative, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance**.

1.5. **Whenever the Insured, person his / her spouse, domestic partner or the person who, as such, lives permanently with the Insured person, must stay in bed by medical prescription as a consequence of a risky pregnancy, provided that this risky state has initiated after the contracting.**

1.6. **Serious complications in the state of pregnancy that, due to a medical prescription, require rest or require hospitalization of the Insured person, his / her spouse, domestic partner or person who, as such, lives permanently with the Insured person, provided that such complications have occurred after the contracting of the Insurance and seriously jeopardize the continuity or the necessary development of said pregnancy.**

1.7. **Premature delivery of the Insured person**.

2. For legal reasons:

2.1. **Citation, as part, witness or jury of a Civil or Criminal Court**.

3. For work reasons:

3.1. **Non-disciplinary dismissal of the Insured person, as long as it occurs after contracting the Insurance and before the start of the trip**.

4. for other reasons:

4.1. The Department of Foreign Affairs of the country of residence of the Insured person issues a warning of do not travel to a specific region or country and that warning was issued for the first time after he booked the trip as well as after contracting this insurance.

In the Annual Modality (Individual or Family), the insured amount for this coverage is established per insurance annuity, so that, in the case that the total amount covered is consumed on an event under coverage, this section shall no longer supply effect until the next annuity, in which the full replenishment of the insured amount would take place.

For this guarantee to be valid, the policy must be contracted on the day of confirmation of the travel reservation, or at most, within 7 days after it.

The generating event that causes the cancellation of the trip must always be after the contracting of the insurance.

Exclusions applicable to Cancellation Expenses Coverage

Travel cancellations originated due to the following shall not be covered:

a) Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.

b) Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of fewer than seven days.

c) Diseases or illnesses prior to the reservation of the trip, as well as its consequences, unless it forces hospitalization for more than 24 hours and with a medical discharge date at least 7 days prior to the start date of the trip, except as indicated in points 1.2. and 1.4.

d) In general, all cancellations for causes prior to the time of contracting that were known to the Insurance contracting party and/or Insured person.

e) Participation in fights, crimes, bets, contests, competitions, except in cases of self-defense established by a Court.

f) Restrictions related to the mobility of the Insured person imposed by the governments or competent health authorities in situations of quarantine, epidemics or pandemics, both at the country of origin of the insured person and at the destination, which make it impossible to start the trip.

g) Conscious breach of official prohibitions.

h) The non-presentation, for any reason, of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.

i) Intentional acts, as well as self-harm, caused intentionally, suicide or attempted suicide.

j) Events caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.

4. General exclusions

Damages, situations or expenses, which are a consequence of the following, are not covered by this contract:

a) Services that have not been previously communicated to the Insurance provider and those for which agreement of the latter has not been obtained, except in cases of duly accredited material impossibility.

b) If the Insured Person refuses to be transferred or repatriated at the time or under the conditions determined by the medical service of the Insurance provider, all coverage contained in the contract and the resulting expenses shall be automatically suspended as a result of that decision.

c) The expenses incurred once the Insured person is at the usual place of residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip object of the contract have concluded, except for what is indicated in the Medical Expenses coverage.

d) The practice of sports of the following modalities, even as an amateur, and during the period between the start date of the trip and the end of it:

Mountaineering, boxing, skydiving, hang gliding, gliding, polo, rugby, shooting, judo, bobsleigh, caving, scuba diving, martial arts, skiing, heliskiing, off-piste skiing, those practiced with motorized vehicles.
***In case of contracting the Adventure Sports supplement, see the list of covered sports in the previous definition*.**
Accidents or breakdowns that occur in the practice of sports competitions, official or private, as well as training or tests and bets, during the period between the start date of the trip and the end of it.

e) The use, as passenger or crew member, of means of air or maritime navigation (unless traveling as a paying passenger on a regular flight) not authorized for public passenger transport, as well as helicopters.

f) The rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided in the coverage "Search and Rescue Expenses". Trips aimed at exploration or by submarine are excluded.

g) Those caused directly or indirectly by the bad faith of the Insured Person, by their participation in criminal acts, or by their intentional, seriously negligent or reckless actions. Participation of the Insured in bets and/or challenges - disputes and/or quarrels except for legitimate self-defense or in an attempt to save people or property. Fraudulent acts of the Contracting Party, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.

h) The consequences of the actions of the Insured Person in a state of mental alienation or under psychiatric treatment, drunkenness or under the effects of drugs or narcotics of any kind are not covered. For these purposes, it will be considered that there is drunkenness when the Insured person, medical professional or competent authority declares it or when the Insured person refuses to undergo the alcohol or toxicology test.

i) Incidents derived from armed conflict or war, even if not declared, terrorism, rebellion, revolution, invasion and insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tsunamis, volcanic eruptions and other phenomena of extraordinary character or events that due to their magnitude and severity are classified as a catastrophe or national calamity, notwithstanding that they are covered by the Extraordinary Risks coverage, as well as the damages caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events in which coverage corresponds to the Insurance Compensation Consortium are excluded in any case.

This exclusion does not apply to additional accommodation and transportation expenses included in the Natural Catastrophe guarantee of this policy.

j) Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him/her, of the services proposed by the Insurance provider and/or agreed by the Medical Service of the latter.

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

l) The Insurance Provider is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Insurance contract.

m) Unless expressly agreed otherwise, the events that occurred in countries that, at the beginning of the trip, are at war, declared or not, or in armed conflict are not covered.

n) The Insurance provider shall not grant cover and therefore shall not be liable for any compensation or indemnity when such compensation or indemnity exposes the Insurance provider to any sanction, prohibition or restriction in accordance with the resolutions issued by the United Nations or by virtue of laws, regulations or trade and/or economic sanctions of the European Union, the United Kingdom or the United States of America.

The Insurance provider, by the reception of the corresponding supplementary premium, may consider some of the excluded risks described as covered, provided that it is expressly stated in the Particular or Special Conditions.

ñ) Injuries and illnesses that occur during the period between the start date of the trip and its end, in the exercise of a manual profession, or injuries that occur when participating as a volunteer in non-profit entities.

o) Excluded from this policy are all expenses incurred when the trip covered by the insurance is a MARITIME CRUISE. Unless payment of the corresponding higher premium.

p) Any circumstance known by the insured before the purchase of the policy, or at the time of reserving any trip, which could reasonably lead to the cancellation of the same.

q) Any amount for service reserved and not used when it can be recovered from:

The providers of accommodation, transport and/or any other service contained in your reservation.

From the booking agents or the travel agent.

Of other existing compensation mechanisms.

The credit, debit or PayPal service card with which the insured paid for the trip or part of it.

5. General rules that govern the insurance

GEOGRAPHIC SCOPE

The coverage of this insurance shall have effect worldwide, and are valid for different countries **depending on the option specified in the Particular Conditions**.

European countries: **A**lbania, Austria, Germany, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Vatican City, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Russia (the European part, up to the Urals), San Marino, Serbia, Sweden, Switzerland, Turkey and Ukraine. **The overseas territories of the above-listed countries outside the geographic territory of the European Continent are not considered to be within the scope of Europe, except for the Canary Islands, the Azores, and Madeira.**

For the coverage indicated, the following Mediterranean basin countries shall have the same consideration as Europe: Morocco, Algeria, Tunisia, Libya, Egypt and Israel.

The guarantees shall only be valid **more than 30 kilometers** from the usual residence of the Insured Person, except in the Balearic and Canary Islands, where it shall be **more than 15 kilometers**.

6. Age limit

The coverage of this Insurance shall be enforceable **ninety (90) days after the birth** of the Insu- red Person (prior notice thereof) and shall cease at 0:00 am on the day the Insured Person reaches the age of **70, unless otherwise provided in the Particular or Special Conditions.**

7. Effect and duration of the contract

a) Cancellation expenses: This coverage must be contracted the day of the confirmation of the trip reservation, or maximum, within 7 days after it and will end at the time the trip begins.

The generating event that causes the cancellation of the trip must always be after the contracting of the insurance.

b) Other coverage: unless otherwise stipulated, the contract shall come into force, provided that the Insured person, or the Contracting Party, have paid the corresponding insurance price, at 0 hours on the day indicated in the Particular Conditions and shall end at 24 hours. on the day the time stipulated is fulfilled**.**

The Insurance must be contracted prior to the departure date of the trip, and the effective and expiration dates of the insurance must coincide with the start and end date of the same. If the insurance contract is made once the trip has begun, its coverage will take effect 72 hours after the issuance.

If a second or successive Insurance is contracted due to the end of the coverage period of the previous one, the contracting must be done before the previous contract expires. If you subscribe later and there is a period of time without any of the two current insurances, the coverage will not be effective until 72 hours after contracting.

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

The insurance coverage is effective at the time and date indicated in the Particular Conditions, provided that the contract has been signed and the first receipt, if there are several, or the full receipt if there is only one payment, has been paid.

8. Individual insurance certificates and documentation.

The Insurance provider shall provide the Insurance contracting party with an individual insurance certificate for each Insured person that shall include an extract of the General, Particular and Special Conditions, if applicable, instructions for the use of the services and coverage offered through the insured coverage, as well as the Information Note Prior to Contracting and the Information Document on Insurance Products.

The insurance contracting party expressly assumes the duty to deliver the Certificate to the Insured person, as well as the information on the contractual conditions and other legally required circumstan.

9. Composition of the insured group

Under the group insurance modality, the insurance contracting party shall indicate to the Insurance provider the composition of the Insured Group and shall also be bound to notify the Insurance provider of the modifications that occur in said group and which may consist of:

- REGISTRATIONS: Originated by the inclusion of the Insured Persons that join the Group.

The effect of each registration shall occur from the moment the insurance provider is notified and the corresponding price is paid.

- CANCELLATIONS: They shall take place when a person of the Insured Group exits said group and shall take effect from the moment in which such circumstance is notified to the Insurance provider, or when the age of exit is reached.

10. Limits of coverage and currency of the same

The **maximum limits** of the coverage of this Insurance shall be those stated in the **Particular Conditions**. For those guarantees in which there is no quantitative limit and that are indicated as included in the mentioned Particular Conditions, it shall be understood that the maximum limit of these shall be the **effective cost of the provision of the service** to be performed by the Insurance provider. In any case, all limits of **this contract are per covered event**.

Limit per covered event: the maximum compensation limit for which the Insurance provider is liable per event under coverage, for all individuals insured within the set of Insurance, even when various coverage are affected as a result of a single event, regardless of the number of Insured Persons affected.

The limit shall be the one established in the Particular Conditions.

INDIVIDUAL INSURANCE

Maximum compensation:

In the case of “PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE”, **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond.

In the case of ACCIDENT, unless otherwise stated in the Particular Conditions, **the maximum amount to be paid shall be € 600,000** for the total coverage that may correspond.

GROUP INSURANCE

Maximum compensation:

In the case of "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE", **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond, regardless of the number of Insured members affected. For these purposes, all cases that occur during the 30 days after the declaration of quarantine, shall be considered the same event with coverage.

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

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

11. How to apply for a coverage

After an event that may be covered by any of the insurance coverage, it is an **essential requirement that the Insured person, his / her relatives, companions or a person they trust immediately contact the Insurance provider**, by calling the Assistance Center, telegram, fax or email to the numbers or addresses indicated in the Particular Conditions.

In the case of **force majeure that prevents this notification**, it must be done as soon as the circumstances that prevented the communication cease.

Once contact has been established, the Insured person, or failing that the caller, shall indicate the number of the Insurance contract, the place where the Insured person is located and a contact telephone number or email address, informing about the details of the events and describing the assistance requested. The Insurance provider shall provide a file number and shall immediately put into operation the mechanisms available to it in order to provide the required service.

The Insurer is not responsible for delays or breaches due to force majeure or related to special administrative or political characteristics of a particular country. In any case, if direct intervention of the Insurance provider is not possible, the Insured Person shall be reimbursed upon return to his habitual residence, or if necessary, as soon as he/she is in a country where the previous circumstance does not exist, of the expenses incurred, whenever they are guaranteed by the presentation of the corresponding supporting documents.

The medical and health transport services must be carried out with the previous agreement of the physician who treats the Insured Person with the medical equipment of the Insurer.

For coverage of incidents in **travel and flights**, the Insured person must submit a written claim to the Carrier and shall assign to the Insurance provider his / her right to receive the compensation to be paid by the Carrier before receiving the corresponding compensation for the aforementioned coverage.

The Insured Person shall not be entitled to any compensation when he deliberately uses improper documents or fraudulent means, presents incomplete, inaccurate, exaggerated or fraudulent declarations regarding covered events or when causes are concealed and consequences magnified.

In accordance with the provisions of art. 16 of the Insurance Contract Law (Law 50/1980), the Insurance Contracting Party or the Insured person must also facilitate the Insurance provider all kinds of information regarding the circumstances and consequences of the event. For this, the Insurance Contracting Party or Insured person shall provide all the documents that are required by the Insurance provider.

12. Reimbursement of expenses

The Insurance provider shall reimburse the expenses incurred by the Insured person to be able to receive the assistance provided for in the contract only when he/she has been previously informed of it, and **provided that the Insured person provides the original documentation that confirms having made the payment.**

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

13. Existence of other insurance

When there are other Insurances with other Insurance providers that guarantee the same coverage during the same period of time, the insurance contractor or the Insured person must notify the Insurance provider of the other existing Insurances. If this communication is not intentionally done and the covered event occurs, the insurance provider is not bound to pay the compensation.

Once the event under coverage has occurred, the Insurance Contracting Party or the Insured person must communicate it, in accordance with the provisions of the Article corresponding to the Insurance provider, indicating the name of the other Insurance providers, who shall contribute proportionally to the payment of the corresponding services.

Likewise, any compensation payable by the Insurance provider shall constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or from any other protection institution, including mutual insurance companies, for the same medical expenses.

Under no circumstances shall the insurance be used for the unfair enrichment for the Insured Person, nor may he/she receive an amount that exceeds the real expense.

14. Effect of insurance price non-payment

If the Contracting Party or the Insured person, as the case may be, fail to pay the first receipt of the Insurance by the closing date for payment, or it has not been paid in full if a single payment has been decided, the Insurance provider has the right to terminate the contract or to demand payment by legal means.

Unless otherwise agreed in the Particular Conditions, if the first payment has not been made before a covered event occurs, the Insurance provider shall be released from its obligation.

In case of non-payment of one of the following receipts, the coverage of the Insurance provider is suspended one month after the payment deadline. If the Insurance provider does not claim payment within six months from the payment deadline, the Insurance shall be permanently termin.

In any case, when the contract is suspended, the Insurance provider may only demand payment for the current period.

If the Insurance has not been terminated or canceled in accordance with the preceding paragraphs, the coverage shall regain effect twenty-four hours after the day on which the Contracting Party or the Insured person, if applicable, make the payment.

15. The principle of good faith

The Law provides for various situations that, when they occur, go against the interests of the Insured Person, as they are sanctioned with nullity or ineffectiveness of the contract, or with consequences such as its challenge, **exemption from the obligation of compensation and even the claim of liquidated damages by the Insurer.**

In general, such situations occur when the Insurance Contracting Party, the Insured Person or the Beneficiary act with malicious intent, bad faith or gross negligence; when the Insurance Contracting Party makes incorrect statements; when data is hidden; when there is no cooperation in rescue tasks and, in summary, when the principle of good faith that is the basis of the Insurance contract is not respected.

Fraud, willful misrepresentation or concealment of information in relation to a covered event will be grounds for cancellation of this Insurance. In such case, the Insurance Contracting Party or the Insured Person will lose all rights to receive the compensation that may correspond to them and must return any compensation that the Insurance provider had already paid. In this case, the Insurance provider shall not reimburse the price of the Insurance.

16. Exemption from liability

It is expressly stated that

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declines any responsibility, including subsidiary and/or complementary, arising from claims due to delays and/or breach as a result of force majeure or caused directly or indirectly by the political-administrative circumstances of a country or geographical region.

Likewise, the Insurance provider declines any liability derived from publicity or propaganda made by the insurance policy broker with regard to this Insurance, which has not been previously authorized in writing.

17. Subrogation

The Insurance provider, once the compensation has been paid, may exercise the rights and actions that may correspond to the Insured person against persons responsible for the covered event, up to the total amount that has been compensated. The Insured person is bound to collaborate with the Insurance provider in the exercise of this claim.

18. Acceptance

The Contracting Party of this Insurance declares to know and receives in this act the present General Conditions. Likewise, it declares to have been informed and expressly accepts all clauses limiting the coverage that are part of them.

The Contracting Party agrees to inform the Insured person of the Insurance coverage, as well as of the applicable legislation, address of the Insurance provider, and instances of claim against it.

19. Modification of risk

19.1. During the course of the Contract, the Insurance Contracting Party or the Insured Person shall **communicate to the Insurance provider, as soon as possible, all the circumstances that aggravate the risk** and are of such a nature that, had they been known by the Insurance provider at the time of the Contract, the latter would have not concluded it or would have concluded it under more burdensome conditions.

The Insurance provider may propose a modification of the conditions of the contract within a period of **two months**, from the day on which the aggravation has been declared. In such a case, the Contracting Party has **fifteen days**, from the receipt of this proposal, to accept or reject it. In case of rejection or silence on the part of the Insurance Contracting Party, the Insurance provider may, after this period, terminate said contract prior warning to the Contracting Party, granting it a new period of **fifteen days** to provide an answer, after which, and within **eight days**, the Insurance Contracting Party shall be notified of the definitive termination.

The Insurance provider may also terminate the contract by notifying the Insured Person in writing within one month, as of the day on which it became aware of the aggravation of the risk. Said termination shall be announced fifteen days before it takes effect.

If a claim occurs without a declaration of aggravation of the risk, the Insurance provider is released from its obligation to provide the service if the Insurance Contracting Party or the Insured Person have acted in bad faith.

In other cases, the service of the Insurance provider shall be reduced proportionally to the difference between the agreed price and that which would have been applied if the true risk had been known.

19.2. The Contracting Party or the Insured person may, during the course of the contract, inform the Insurer of all the circumstances that reduce the risk and are of such a nature that if they had been known by it at the time of signing the contract, it would have been concluded in more favorable conditions.

In such a case, at the end of the current period covered by the price of the Insurance, the Insurer must reduce the amount of the future price by the corresponding amount, the Contracting Party having the right, otherwise, to terminate the contract and to the refund of the difference between the amount paid and the amount that would have corresponded to pay, from the moment the reduction in risk was made known.

20. Conflict between parties

For the resolution of any dispute arising in connection with the execution of this Contract, the Insured Person may choose to present the corresponding claim to the Insurance provider, request administrative protection from the Directorate General of Insurance and Pension Funds or appeal to the instance deemed most convenient for the defense of their interests.

In any case, this insurance contract is subject to Spanish jurisdiction and, the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

21. Contract disputes

This insurance contract is subject to Spanish jurisdiction and the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

22. Customer service

This company, in accordance with the provisions of Order ECO / 734/2004, offers its Insured members a Customer Service Department, which shall serve, within a maximum period of two months from the date of presentation, in writing, all complaints and claims that might arise from the underwriting of the insurance contracts.

To do this, complainants may contact the Customer Service Department via email **sac@irisglobal.es**, through the website **www.irisglobal.es**, by postal mail sent to any of our headquarters in Madrid (C / Julián Camarillo, 36, CP 28037) or Barcelona (Avenida Diagonal 453, bis, 2ºB, CP 08036) or in person at our offices, during business hours.

The claim must state:

- **Name, last names and domicile of the interested party or the person representing him/ her, NIF or Passport for physical persons and data referring to the public registry, if it is a legal entity.**

- **Reason for the claim or complaint.**

- Office or offices, department or service where the facts object of the complaint or claim have occurred.

- That the claimant is not aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitration or judicial procedure.

- Place, date, signature and copy of official ID (ID, passport or similar).

A Claim is understood to be: a demand presented by the Insurance Contracting Party, the Insured Persons or the Beneficiaries that demonstrate the intention of obtaining the restitution of their interest or right, specific facts related to actions or omissions of the Company which, in their opinion, pose a disadvantage to the claimant, insofar as his or her interests or rights due to breach of contract, the rules of transparency and protection of customers or to good practice and use.

A Complaint is understood to be: a complaint related to the operation of the services provided to the Insured Persons by the Insurance provider and presented by delays, disregard or any other type of action that is observed in the operation of the company.

In the event that the resolution issued by our Customer Service Department does not meet the expectations of the claimant, or is not carried out within the two-month period mentioned above, it may be formulated before the Claims Service of the Directorate General of Insurance and Pension Funds.

The undersigned, hereby acknowledges having received all the information required in the legislation in relation to the management, supervision and solvency of insurance and reinsurance companies on the same date and prior to the signing of the Contract.

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

THE CONTRACTING PARTY **THE INSURANCE PROVIDER**



Sergio Real Campos

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