

General Conditions / Groups

koa
Travel young, travel far



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Intermundial App

- ✓ Request and management of reimbursements
- ✓ Real-time travel information



Particular Conditions

Groups with Activities



For the Policy with number 56-0222426, in which INTERMUNDIAL XXI, S.L.U. Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker, with this being signed between IM TRAVELERS CLUB, S.L.U. and INSURER ARAG S.E., Sucursal en España.

The premiums are valid for cruise trips.

Insureds

All natural persons who are customers of the travel agent linked to the insurance Policyholder and who are notified by the said Policyholder and listed on the Certificates issued shall be deemed to be Insureds.

GUARANTEES

The object of this insurance policy are the articles that appear as contracted in the following table of guarantees with the limits stated.

Table of benefits

Assistance

1.1 Medical and healthcare

- Local _____ 1.500 €
- Continental _____ 6.000 €
- Worldwide _____ 6.000 €
- 1.1.1 Dental expenses _____ 100 €

1.2 Repatriation or medical transfer of injured or sick persons _____ unlimited

1.3 Repatriation or transfer of companions (2 companions) _____ unlimited

1.4 Travel by another person in the event the insured is hospitalized for over 3 days _____ unlimited

- 1.4.1 Accommodation costs of the person who has travelled (max. 50€/Day) _____ 500 €

1.5 Extended hotel stay on medical grounds (max. 55 €/Day) _____ 770 €

1.6 Repatriation or transport of the deceased insured _____ unlimited

1.7 Early return due to the death of a family member _____ unlimited

1.8 Early return due to hospitalisation of a family member	unlimited
1.9 Interpreter services in a foreign country	unlimited
1.10 General information (embassies, vaccines, and entry requirements)	unlimited
1.11 Cash advances while abroad	3.000 €
1.12 Loss of the keys to one's habitual residence	100 €
1.13 Cost of transport to place of accommodation at the destination	50 €
1.14 Extended stay as a result of medical quarantine due to covid-19 (55€/day)	770 €
1.15 Search and rescue of the insured (120 € excess)	15.000 €

Baggage

2.1 Material losses	500 €
• 2.1.1 In the event of theft	200 €
2.2 Search for, location, and dispatch of lost baggage	included
2.3 Costs incurred as a result of delays in reclaiming baggage	100 €
2.4 Dispatch of items left behind or stolen during the trip	125 €

Cancellation expenses and holidays reimbursement

3.1. Trip cancellation costs:	optional
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Supplementary Civil Liability Insurance

Private civil liability	60.000 €
Teacher or tutor private civil liability	60.000 €

When Policy conditions or an excerpt of the same are required to be issued in a language other than Spanish, in the event of litigation, the conditions in the Spanish-language version shall prevail over all other language versions.

Distance-from-home excess

The cover provided by this policy shall apply when the Insured is outside of the municipal district in which he/she has his/her habitual residence, and shall end the moment the Insured has returned to his/her habitual residence. However, if the Insured is admitted to hospital or other medical institution located no more than 20 km from his/her residence, the benefit established at article 1.1.1. MEDICAL AND HEALTH COVER shall be limited to initial emergency assistance or an initial appointment with a doctor until such time as the patient is stabilized and within the first 24 hours of admission.

Without prejudice to the provisions of the previous paragraph, it is hereby established that where the Insured has his/her residence less than 20 km from the trip destination (15 km on the islands), should he/she require medical or healthcare assistance as a result of an accident occurring while engaged in the than 25 km from his/her habitual residence, cover will only extend as far as the limitations stated in the Schedule of Cover of the policy, with other medical services beyond emergency services being expressly excluded.

Sports activities extension

The INSURER shall cover the costs deriving from incidents occurring while engaged - on an amateur basis - in Sports Activities performed during a trip for tourism purposes or during excursions, on an occasional basis for one or two days, by way of the payment of the agreed premium surcharge.

The sports activities covered are: mountain-biking, horses, adventure sports, canyoning, climbing, speleology, sports gymkhana, mountaineering, orientation, hill-walking, archery, zip-wire, beach games, kayaks, rafting, sailing, and any other activities with a similar level of risk.

The following are expressly excluded: activities performed at an altitude of more than 5,000 metres; all airborne sports (except for those listed above); as well as underwater activities involving diving to depths of more than 30 metres.

Family members of the insured

For the purposes of this insurance, the following are deemed to be family members of the INSURED: his/her spouse, civil partner, or person living with the INSURED as if they were married, as well as his/her family members up to the second degree of kinship, whether on a straight-line or collateral basis, whether through consanguinity or affinity.

Territorial scope:

For the present policy, the Local area is restricted solely and exclusively to Spain, and the Continental area to Europe and countries bordering the Mediterranean (Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia, Turkey, and Jordan).

The Insurer shall not be required to provide any kind of service while the Insured is travelling on board any kind of terrestrial vehicle, maritime vessel, or aircraft, with any services being provided as soon as the Insured is back on solid ground.

Countries which are at war or under siege, or facing insurrection or armed conflict of any kind or nature during the trip or the travel undertaken by the Insured, even where not officially declared, and countries which are specifically listed in the payment slip or in the Schedule of Cover, are excluded from the cover provided by this policy.

It is expressly agreed that the Insured's obligations deriving from the cover provided by this policy shall end the moment the Insured has returned to his/her habitual residence or has been admitted to a healthcare establishment located no more than 25 km from the said habitual residence (15 km on the Balearic and Canary Islands).

Where an insured has his/her habitual residence in Spain and is of Spanish nationality, the territorial scope of the cover for Private Civil Liability shall be the whole world. Where the insured has his/her habitual residence in a foreign country, or is not a Spanish national, the cover for Civil Liability shall be valid solely for claims occurring in Spain.

Quality assurance:

ARAG promises that the claim will be resolved within 15 working days counted as from the day we receive the last document we have requested that is necessary for us to process the claim. In the event we are unable to meet the said deadline, ARAG shall refund you the cost of the insurance, irrespective of the claim being approved or rejected.

Notification of the trips:

The Policyholder shall notify ARAG of all of the travellers' details (name, destination, length of the trip) prior to the start of the trip. Likewise, the Policyholder shall make all documents regarding the Insureds under this contract available to ARAG so that the Insurer can verify the accuracy of the travellers' details supplied by the Policyholder.

In order for the Policyholder's clients - who are the Insureds under this policy - to be aware of the cover provided by this insurance, ARAG shall supply Tokens to be distributed by the Policyholder to its clients, and these shall be the only valid document in proof of the said persons being Insureds under this policy.

The Policyholder shall include the start date and the end date of each trip on all Tokens issued.

Payment of the premiums to ARAG:

Premiums shall be paid monthly by way of a cheque issued by the Policyholder made payable to ARAG upon receipt of the invoice list.

Provision of the services:

The provision of the services envisaged in this policy shall be delivered through **ARAG S.E., SUCURSAL EN ESPAÑA**.

For the urgent provision of services, **ARAG** shall provide the Insured with documentary proof of his/her rights as beneficiary, as well as instructions and a telephone number for emergencies.

ARAG's telephone number is **91 566 15 88** when calling from Spain, or **34 91 566 15 88** when calling from abroad. Calls may be made reversing the charges.

- The Policyholder is aware of and expressly accepts the limitation clauses of this policy, and warrants that he/she has received the General Conditions together with this document.

Information to the insured

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.

- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to atencioncliente@arag.es

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: dac@arag.es, website: www.arag.es to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: www.dgsfp.mineco.es.
- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.
- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

Information regarding data protection

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

Data processor

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: atencioncliente@arag.es Webpage: www.arag.es. You can contact the Data Protection Office at dpo@arag.es.

Purpose and recipients

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

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

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

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

Authentication

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

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

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

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

Rights

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

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email lopd@arag.es or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency (www.agpd.es).

Third party(s') personal data

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

General Conditions

Introduction

This Insurance Contract is governed by the terms established in these General Terms and Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.

Definitions

In this contract the following terms shall have the following meanings:

INSURER:

ARAG S.E., Sucursal en España, which shall bear the risk defined in the policy.

POLICYHOLDER:

The natural or legal person executing this contract with the INSURER, and who/which is responsible for the duties deriving here from, save for those duties which, given their nature, are to be performed by the INSURED.

INSURED:

The natural person who, in default of the POLICYHOLDER, is responsible for the duties deriving from the contract.

POLICY:

The contractual document containing the Conditions governing the Insurance. The Policy is composed of the General Conditions, the Schedule of Cover in which the risk is defined, and any supplements or annexes that may be issued in order to complete or amend the Policy.

PREMIUM:

The price of the insurance which shall vary according to the different types of cover, to be determined in the Schedule of Cover of the policy.

The debit order shall also include any surcharges and taxes imposed by law.

FAMILY MEMBERS:

Family members of the INSURED means his/her spouse or common-law spouse or person permanently resident with the INSURED as if they were married, as well as family members up to the third degree of kinship: parents, children, grandparents, grandchildren, siblings, uncles/aunts, nephews/nieces, parents-in-law, sons/daughters-in-law, and brothers/sisters-in-law.

TRIP:

Any travel undertaken by the INSURED away from his/her habitual residence, starting upon departure from the said habitual residence until his/her return there at the end of the trip.

SERIOUS ILLNESS:

A state of ill-health verified by a medical professional requiring the patient to be confined to bed and to cease all activities, both professional and private, within the thirty days leading up to the planned trip.

Where the illness affects any person other than the INSURED, said illness shall be deemed to be serious where - subsequent to the purchase of the insurance - it entails hospitalization or the need to be confined to bed, and requi-

res, in the opinion of a medical professional, constant care and attention by medical staff or by persons designated for this purpose, **following doctor's instructions, within the 12 days leading up to the trip departure date.**

SERIOUS ACCIDENT:

Any bodily injury resulting from a violent, sudden, and external cause that is contrary to the intentions of the victim, the consequences of which prevent him/her from travelling away from his/her habitual residence in normal manner. Where the accident affects any person other than the INSURED, said accident shall be deemed to be serious where - subsequent to the purchase of the insurance - it entails hospitalization or the need to be confined to bed, and requires, in the opinion of a medical professional, constant care and attention by medical staff or by persons designated for this purpose, **following doctor's instructions, within the 12 days leading up to the trip departure date.**

PET ANIMAL:

An animal kept as a pet or to guard, registered and identified by way of their badge / tattoo / microchip number, owned by the INSURED and living at the same address.

Animals that are sick, heavily pregnant, or that have recently given birth, or that are too young to feed themselves (cats or dogs less than 2 months old) are not covered by this definition, even if they kept as a pet or to guard.

KIDNAP:

The act of unlawfully detaining a person in order to demand a ransom for his/her release, or for the purpose of extortion, or with other political or social aims, threatening the life or the health of the victim.

1. Effectiveness of the contract

The cover provided by this insurance commences at 00:00 hours or at the time the INSURED leaves his/her habitual residence on the day indicated as the start date for the trip, as stated by the POLICYHOLDER to the INSURER. Cover ends at 24:00 hours on the day indicated as the end date of the trip, or when the INSURED has returned to his/her habitual residence.

With regard to Trip Cancellation Costs, this cover enters into effect at 24:00 hours on the day the insurance is purchased, and cover ends as soon as the INSURED has commenced the insured trip. **Under all circumstances this cover shall only apply if the insurance is purchased at the time the insured trip is confirmed or during the following 7 days.**

Cover in respect of assistance, baggage, delays, and missed services shall only apply while the INSURED is on a trip away from his/her place of habitual residence and at a distance of more than twenty kilometres (the "distance-from-home excess").

Likewise and in the event that the Insured has his/her habitual residence in a foreign country, this insurance contract shall only be effective when it has been signed in Spain.

2. Territorial validity

This insurance is valid within the territory established in the SCHEDULE OF COVER. In general terms, the following definitions apply:

Local Travel: travel for which the point of departure and the destination of the insured trip are within the same country.

Continental Travel: travel for which the point of departure and the destination of the insured trip are within the same geographical continent.

Travel with a point of departure in Europe to a destination country that borders the Mediterranean (Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia, Turkey, or Jordan) shall be deemed to be continental travel, provided that this is specified as such in the schedule of cover of the policy.

Worldwide Travel: travel for which the point of departure and the destination of the insured trip are countries forming part of different geographical continents.

3. Term of validity

In time-limited format, **the maximum term of the cover provided by this insurance is as specified in the SCHEDULE OF COVER.**

In all circumstances, where the INSURED has his/her habitual residence in Spain, **the duration of the insured trip may not exceed 365 consecutive days (366 days for leap years).** Where the INSURED has his/her habitual residence outside of Spain, **the duration of the insured trip may not under any circumstances exceed 120 consecutive days.**

In annual format, **trips with a duration of more than 60 consecutive days are not covered outside of the habitual residence of the insured.**

4. Payment of the premiums

The POLICYHOLDER is under a duty to pay the premium at the time the contract is formalized. Any subsequent premiums must be paid when they fall due.

Unless the SCHEDULE OF COVER specifies a different location, the premium shall be paid at the address of the Policyholder.

In the event the premium for the first year is not paid, cover shall not commence and the Insurer may terminate the contract or request payment of the agreed premium. If the premium for successive years is not paid, the cover provided by the policy shall be suspended once one month has elapsed following the date the premium was due. **Under all circumstances, cover shall come into effect at 24:00 hours on the day on which the Insured pays the premium.**

5. Information about the risk

The POLICYHOLDER is under a duty to inform the INSURER, prior to the formalization of the contract, of all circumstances it is aware of that may affect the assessment of the risk, in accordance with the questionnaire to be filled out. This duty shall not apply where the INSURER does not supply any questionnaire to be filled out, or where, having supplied a questionnaire, the circumstances that may affect the assessment of the risk are not covered by the said questionnaire.

The Insurer may rescind the contract within one month of becoming aware of any omission or inaccuracy in the information provided by the Policyholder.

During the lifetime of the contract, the Insured must inform the Insurer, as soon as possible, of any change to the factors or the circumstances stated in the questionnaire referred to in this article which increase the risk and are of a kind that, had the Insurer known about them at the time the contract was formalized, it would not have entered into the contract or it would have done so under more onerous conditions.

The INSURER may, once it has become aware of an increased risk, propose an amendment to the contract or rescind the contract, within a term of one month.

If the risk is reduced, the Insured shall be entitled, as from the next annual renewal, to pay a reduced price for the premium in the corresponding proportion.

6. Cover included

When a claim event covered by this policy occurs, the INSURER shall, as soon as it is notified thereof in accordance with the procedure indicated under the Article entitled 'REPORTING A CLAIM', ensure that the services that have been procured are delivered.

The services available for the Insured to procure are listed in the following articles, and those effectively procured by the Insured are indicated in the Schedule of Cover of the policy.

1) ASSISTANCE COVER

1.1 MEDICAL AND HEALTHCARE

ARAG shall, **up to the limit indicated in the Schedule of Cover of the policy**, bear the costs associated with the intervention of healthcare professionals and establishments required in order to treat the sick or injured Insured, **provided that the said intervention has been performed with the conformity of the Insurer's medical team.**

The services listed below, which list is not intended to be exhaustive, are expressly included:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalizations, treatments, and surgical interventions.
- d) The supply of medication while hospitalized, or reimbursement for the cost of medication for injuries or illnesses that do not require hospitalization. **Successive payments for medication or pharmaceutical expenses deriving from any process that is or becomes chronic are excluded from this cover.**

In the event of a life-threatening emergency as a result of an unforeseeable complication linked to a chronic, congenital, or pre-existing illness, ARAG shall only bear the cost of **the initial healthcare assistance provided under emergency conditions and within the first 24 hours counted as from admission to hospital. The costs covered under this heading may not under any circumstances exceed 10% of the insured sum for the Medical and Healthcare Cover.**

Save in emergency situations or verifiable force majeure, **the Insurer, through its medical team, shall determine which medical centre the Insured is to be referred to on the basis of the injury or illness he/she has suffered.**

In the case of illnesses or accidents occurring within the scope of the cover that has been procured, if the prognosis made by the Insurer's medical team concludes that given the seriousness of the Insured's case, **he/she requires long-term treatment**, ARAG shall arrange for the Insured to be transferred to his/her place of habitual residence so that he/she can receive the said treatment by way of the standard healthcare services at his/her place of residence. **In the event that the Insured does not agree to the said transfer, the Insurer shall be immediately released from its duties in respect of paying for the services included as part of this cover.**

Long-term treatment shall be deemed to mean any treatment lasting for more than 60 days counted as from the date of diagnosis.

Likewise, and **up to the limit indicated in the Schedule of Cover of the policy**, ARAG shall bear the cost of professional intervention in the event of severe dental problems, which shall be deemed to mean those requiring urgent treatment due to infection or trauma.

1.2 REPATRIATION OR MEDICAL TRANSFER OF INJURED OR SICK PERSONS

In the event of an accident or supervening illness affecting the INSURED and which, in the opinion of a medical professional, prevents him/her from continuing with the trip, the INSURER shall bear the following costs:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) Examination by the Insurer's Medical Team, in contact with the doctor treating the injured or sick INSURED, in order to determine the appropriate measures for providing the best healthcare and the most suitable mode of conveying the INSURED to another more suitable hospital or back home.
- c) The cost of conveying the injured or sick person, using the most appropriate mode of transport, to the prescribed hospital or to his/her habitual residence.

The mode of transport to be used in each case shall be decided by the INSURER's Medical Team in accordance with the urgency and seriousness of the case.

A specially-equipped medical aircraft may be used, but only within Europe and countries bordering the Mediterranean, and always at the discretion of the INSURER's Medical Team.

In the event the INSURED is admitted to hospital somewhere far away from his/her place of habitual residence, or he/she is required to self-isolate because he/she is ill with COVID-19 at the destination, the INSURER shall bear the cost, at the pertinent time, of his/her subsequent travel to return home.

Only medical considerations shall be taken into account when choosing the mode of transport or the hospital where the INSURED is to be admitted.

In the event the INSURED refuses to be transferred at the time and in accordance with the conditions determined by the INSURER's medical team, all cover and all resulting costs deriving from this decision shall be automatically suspended.

The INSURER is subrogated in the rights of the INSUREDS in respect of the tickets and all the costs of returning home that were initially envisaged.

1.3 REPATRIATION OR TRANSFER OF COMPANIONS

Where one of the INSUREDS has been repatriated or transferred due to illness or accident in accordance with the 'REPATRIATION OR MEDICAL TRANSFER OF INJURED OR SICK PERSONS' cover, the INSURER shall bear the cost of conveying the number of companions indicated in the Schedule of Cover so that they can accompany the INSURED to the INSURED's place of habitual residence or to the place where he/she is hospitalized. If there are any minors or dependents, they shall also be repatriated.

The INSURER is subrogated in the rights of the INSUREDS in respect of the tickets and all the costs of returning home that were initially envisaged.

1.4 TRAVEL BY ANOTHER PERSON IN THE EVENT THE INSURED IS HOSPITALIZED

Where the condition of the sick or injured INSURED **requires his/her hospitalization for a period longer than the number of days established in the Schedule of Cover of the Policy**, the INSURER shall provide a family member of the INSURED, or such person as the INSURED may designate, with return flight tickets (tourist class) or

train tickets (first class) so that he/she may accompany the INSURED, provided that no first-degree family member is already with the INSURED.

If the INSURED is a minor and he/she is alone, travel for a family member shall be covered by the policy as from the moment hospitalization for a minimum of one night is expected.

The INSURER shall also reimburse - upon submission of the corresponding receipts - the accommodation costs of the companion **up to the daily limit and for the maximum period established in the Schedule of Cover of the Policy.**

1.5 EXTENDED HOTEL STAY ON MEDICAL GROUNDS

If the sick or injured INSURED cannot return to his/her place of habitual residence on doctor's orders, but admission to a clinic or hospital is not necessary, the INSURER shall bear the hotel costs incurred as a result of the extended stay, **up to the daily limit and for the maximum period established in the Schedule of Cover of the Policy.**

1.6 REPATRIATION OR TRANSPORT OF THE DECEASED INSURED

In the event of the death of an INSURED, the INSURER shall organize and shall bear the cost of conveying the remains to the place of burial at the INSURED's place of habitual residence. The said costs shall be understood to include the cost of preparing the body as required by law.

The cost of burial and ceremony are not included.

The INSURER shall furthermore bear the cost of returning home for the INSURED family members of the deceased so that they can accompany the remains to the place of burial at the INSURED's place of habitual residence.

The INSURER is subrogated in the rights of the INSUREDS in respect of the tickets and all the costs of returning home that were initially envisaged to the place of habitual residence.

1.7 EARLY RETURN DUE TO THE DEATH OF A FAMILY MEMBER

In the event that any of the INSUREDS is compelled to interrupt their trip as a result of the death of a family member, the INSURER shall bear the cost of travel by air (tourist class) or train (first class) from their location at the time to the place of burial.

The degree of kinship shall be defined in the Schedule of Cover of the policy.

Likewise, the INSURER shall bear the cost of a second travel ticket for the person who was accompanying on the same trip the INSURED who had to return home early, **provided that this second person is insured under this Policy.**

The INSURER is subrogated in the rights of the INSUREDS in respect of the tickets and all the costs of returning home that were initially envisaged.

1.8 EARLY RETURN DUE TO HOSPITALISATION OF A FAMILY MEMBER

In the event that any of the INSUREDS is compelled to interrupt their trip because of the hospitalization of a family member as a result of an accident or serious illness requiring that person to be admitted **for a minimum period of the number of days established in the Schedule of Cover, and this has occurred after the date of departure**, the INSURER shall bear the cost of transport to the place where the habitual residence is located.

The degree of kinship shall be defined in the Schedule of Cover of the policy.

Likewise, the INSURER shall bear the cost of a second travel ticket for the person who was accompanying the INSURED on the same trip who had to return home early, provided that this second person is insured under this Policy.

The INSURER is subrogated in the rights of the INSUREDS in respect of the tickets and all the costs of returning home that were initially envisaged.

1.9 INTERPRETER SERVICES IN A FOREIGN COUNTRY

Where the INSURED requires the presence of an interpreter at the initial intervention in any of the situations where assistance cover is provided under the Schedule of Cover of the Policy, the INSURER shall provide someone who will ensure the proper translation of the circumstances and situations of the INSURED.

1.10 GENERAL INFORMATION (EMBASSIES, VACCINES, AND ENTRY REQUIREMENTS)

An Insured traveling to a foreign country may request information from the Company regarding obtaining the necessary visas in order to travel to the destination country for which the policy is purchased, as well as regarding any vaccines that may be required or recommended by the pertinent professionals or Authorities.

The said information must be requested at least two business days in advance of the day of departure of the trip.

1.11 CASH ADVANCES WHILE ABROAD

In the event the INSURED is unable to obtain economic funds by the means initially envisaged, such as traveller's cheques, credit cards, bank transfers, or the like, and this makes it impossible for him/her to continue with the trip, the INSURER shall advance an economic sum, provided that it receives a bank guarantee or other form of security to guarantee that the advance will be refunded, **up to the sum established in the Schedule of Cover of the Policy.** Any such sums must in all circumstances be refunded within no more than thirty days.

1.12 LOSS OF THE KEYS TO ONE'S HABITUAL RESIDENCE

Where as a result of the loss or theft of the keys to the INSURED's habitual residence during the trip covered by this policy the INSURED is obliged to procure the services of a locksmith in order to enter his/her house after returning from the trip, the INSURER shall bear the costs incurred, following submission of the corresponding invoice, **up to the maximum limit established in the Schedule of Cover of the Policy.**

1.13 COST OF TRANSPORT TO PLACE OF ACCOMMODATION AT THE DESTINATION

The INSURER shall bear the transport costs incurred by the INSURED within the destination **after receiving medical assistance covered by the policy**, provided that the illness prevents the patient from getting around independently. **The mode of transport to be used in each case shall be decided by the INSURER.**

1.14 EXTENDED STAY AS A RESULT OF MEDICAL QUARANTINE DUE TO COVID-19

If the INSURED cannot return to his/her place of habitual residence because he/she is having to self-isolate because he/she is ill with COVID-19 at the destination, the INSURER shall bear the cost of the extended stay caused by this extension, **up to the daily limit and for the maximum period established in the Schedule of Cover of the Policy.**

Under no circumstances may this reimbursement be accumulated with the reimbursement established in the cover for EXTENDED HOTEL STAY ON MEDICAL GROUNDS, and in each case the cover with the higher insured capital shall be applied, in accordance with the provisions of the Schedule of Cover of the policy.

This cover does not apply where the main purpose of the trip is a cruise.

1.15 SEARCH AND RESCUE OF THE INSURED

If during the organized trip the INSURED suffers an accident or becomes lost, the INSURER shall organize and shall deploy such resources as it may have at its command to co-ordinate with the official bodies of each country in order to locate and rescue the INSURED, **up to the maximum limit established in the Schedule of Cover.**

Search and rescue in the mountains, at sea, and/or in the desert are excluded from this cover.

EXCLUSIONS APPLICABLE TO THE ASSISTANCE COVER

The following cover is not included:

- a) Any benefits or services that have not been requested from the INSURER and that have not been provided by or with the approval of the INSURER, save in cases of force majeure or material impossibility, duly established.
- b) Any claims caused by the malicious conduct of the INSURED, the POLICYHOLDER, the BENEFICIARIES, or the persons travelling with the INSURED.
- c) Claims occurring in the event of war, protests, or popular uprisings, acts of terrorism or sabotage, strikes, arrest by the authorities for any criminal offence not deriving from a road traffic accident, restrictions on free movement, or any other situation of force majeure, unless the INSURED can establish that the claim has nothing to do with any such circumstances.
- d) Any accidents occurring while participating in sporting competitions, whether official or private, or while participating in training, trials, or bets.
- e) Claim events deriving from radiation emitted by nuclear transmutation, nuclear decay, or radioactivity, or those deriving from biological or chemical agents.
- f) Rescue in the mountains, at sea, or in the desert.

- g) Save for the provisions of the 'MEDICAL AND HEALTHCARE ASSISTANCE' cover forming part of these GENERAL CONDITIONS, any chronic, pre-existing, or congenital circumstances, medical conditions, or illnesses, as well as any consequences thereof suffered by the insured prior to the policy coming into effect.
- h) Any illnesses or accidents occurring in the performance of a profession of a manual nature.
- i) Suicide or any illnesses or injuries resulting from attempted suicide or self-inflicted intentionally by the insured against him/herself.
- j) Treatments or illnesses or ill-health caused by the deliberate intake or administration of toxic substances (drugs), alcohol, narcotics, or the use of medicines without a medical prescription.
- k) Any costs incurred in connection with any prosthetic or orthotic devices.
- l) Childbirth.
- m) Pregnancy, other than unforeseeable complications during the first 24 weeks of pregnancy.
- n) Periodical, preventive, or paediatric medical check-ups.
- o) Any medical or pharmaceutical costs of any kind arising as a result of malicious conduct by the INSURED, or by abandoning treatment where it is foreseeable that his/her health will deteriorate.
- p) The INSURER shall not bear any medical or pharmaceutical costs of less than €9.00.

2) BAGGAGE COVER

2.1. MATERIAL LOSSES

The INSURER shall bear the cost, up to the limit established in the Schedule of Cover of the Policy, of refunding any material losses suffered by the INSURED's baggage or personal items occurring during the course of the trip as a result of the following:

- Robbery, which for the purposes of this cover is deemed to mean theft committed using violence or intimidation against the person or using force against property. **In the event of Robbery, this shall be covered up to the sub-limit established in the Schedule of Cover.**
- Breakdowns or damage caused directly by fire or robbery.
- Breakdowns or definitive, total, or partial loss caused by the transport provider.

Cameras, photographic devices, radio devices, audio and video recording devices, as well as their accessories, are covered up to 50% of the insured sum for the whole of the baggage.

This refund **shall always apply over and above any compensation received from the transport provider and on a complementary basis**, and in order to receive it proof of having received the corresponding compensation from the transport provider must be supplied, as well as a detailed list of the baggage and its estimated value.

The said refund shall be determined on the basis of the replacement value on the day of the loss, after first deducting depreciation for wear and tear.

In order to make a claim in the event of robbery, the report made of the loss to the competent authorities must first be supplied.

The INSURER shall refund the INSURED, up to the limit established in the Schedule of Cover, for the reasonable contents of the baggage, and for this purpose valuation criteria based on the nature and reason of the trip shall be used, as well as the size and weight of the contents in relation to the bulk being transported. The limit per item may not under any circumstances exceed €200.

External damage or deterioration to the baggage shall be compensated up to a maximum of 20% of the overall insured sum for Material Losses.

The INSURER reserves the right to request reasonable proof or documentation from the INSURED in order to be able to make a pay-out under this cover.

2.2 SEARCH FOR, LOCATION, AND DISPATCH OF LOST BAGGAGE

In the event that the INSURED's baggage is delayed or lost, the INSURER shall assist in searching for and locating the said baggage, and shall provide advice on filing the corresponding claim. If the baggage is found, the INSURER shall bear the cost of having it dispatched to be reunited with the INSURED, provided that the presence of the INSURED is not required before it can be recovered.

The INSURED shall pay the cost of locating and organizing the dispatch of the said items.

2.3 COSTS INCURRED AS A RESULT OF DELAYS IN RECLAIMING BAGGAGE

The INSURER shall reimburse, **up to the limit established in the Schedule of Cover of the Policy and following the submission of the corresponding original receipts**, the cost of purchasing essential items as a result of a delay in being reunited with one's checked-in baggage by the transport provider during the outbound journey.

The delay in receiving the baggage must be more than 12 hours, or at least one night. In the event the delay occurs during the homebound journey, this cover shall only apply where the delay is more than 48 hours, counted as from the time of arrival.

Under no circumstances may this reimbursement be accumulated with that payable under the cover for MATERIAL LOSSES.

In order to benefit from this cover, the INSURED must supply the INSURER with documentary proof specifying the occurrence of the delay and its duration, issued by the carrier.

2.4 DISPATCH OF ITEMS LEFT BEHIND OR STOLEN DURING THE TRIP

The INSURER shall bear the cost of dispatching items that have been stolen and subsequently recovered, or items merely forgotten by the INSURED, **up to the limit established in the Schedule of Cover, provided that the overall weight of the total package does not exceed 10 kg.**

The INSURED shall pay the cost of locating and organizing the dispatch of the said items.

EXCLUSIONS APPLICABLE TO THE BAGGAGE COVER

The following cover is not included:

- a) Freight and material for professional use, jewels, which are deemed to be all objects featuring gold, platinum, pearls, or precious stones; coins, banknotes, travel tickets, stamp collections, securities of any kind, ID documents, and in general terms any documents or securities on paper, credit cards, memory tapes and/or discs, documents encoded onto magnetic tape or film; valuables, which are deemed to be all objects featuring silver, paintings, works of art, and art collections of any kind, as well as fine furs; prosthetic devices, spectacles and contact lenses; sports materials; cellphones; and computer equipment such as laptop computers or tablets.
- b) Theft, where this is deemed to mean appropriation performed through inattention, without violence or intimidation against persons or force against things.
- c) Losses caused by normal or natural wear and tear, inherent defects, or inadequate or insufficient wrapping. Those caused gradually by exposure to the weather.
- d) Losses caused by the fact that an object, which has not been placed in the custody of a carrier, has simply been misplaced or lost.
- e) Theft in connection with going camping or caravanning at free campsites, with valuables being totally excluded in any form of camping.
- f) Losses, damage, or theft resulting from personal items or belongings being left unattended in a public place or at a place made available to various occupants.
- g) Breakage, unless this has been caused by an accident affecting the mode of transport, or by simple theft or burglary, or by armed violence, or by fire or in the extinguishing of a fire.
- h) Losses caused directly or indirectly by acts of war, civil or military disorder, popular uprisings, strikes, earthquakes, or radioactivity.
- i) Losses caused deliberately by the INSURED, or by the severe negligence of the INSURED, and those caused by the spillage of liquids being carried in the baggage.
- j) All motor vehicles, as well as their complements and accessories.

3) TRAVEL CANCELLATION COVER

3.1 TRIP CANCELLATION COSTS

The INSURER shall cover, **up to the limit established in the Schedule of Cover**, the refund of the cancellation charges generated for cancelling the trip and which are payable by the INSURED in accordance with the general conditions of sale of any of the suppliers of the trip, **provided that the trip is cancelled before the departure date for any of the reasons affecting the INSURED listed below, arising after the purchase of the insurance and which prevent the INSURED from travelling on the intended dates.**

This cover shall include duly-justified ADMINISTRATIVE EXPENSES, cancellation charges (if any), and any penalty that may have been applied by law or in accordance with the travel conditions.

3.1.1. For health reasons

3.1.1.1) Serious illness, serious accident, or death of the Insured, and serious illness or death of the spouse of the Insured or his/her ascending or descending kin of the first degree (parents and children).

The INSURED must immediately report the claim on the date on which it occurs, and the INSURER reserves the right to pay a medical visit to the INSURED, companion, professional locum, or person left in charge, to assess whether or not the event makes departing on the trip impossible. If the illness does not require hospitalization, the INSURED must report the claim **immediately following the event that gave rise to the reason for cancelling the trip.**

3.1.1.2) Receiving an unexpected appointment for a surgical operation for the Insured, **provided that this circumstance prevents the INSURED from going on the trip.**

3.1.1.3) Any serious illness affecting children under 48 months who are INSUREDS under this policy or first-degree family members of the INSURED, **arising during the 2 days prior to the date of departure** and which prevents the trip from going ahead.

3.1.1.4) Serious pregnancy complications or miscarriage by the INSURED which, in the opinion of a medical expert, require her to rest or necessitate hospitalization. **Giving birth and pregnancy complications are excluded as from the seventh month of pregnancy.**

3.1.3. For employment reasons

3.1.3.1) Dismissal of the INSURED from employment for non-disciplinary reasons, **provided that when the insurance was purchased he/she had not been given verbal or written notice. Under no circumstances shall this cover apply in the event of the expiry of the employment contract or voluntary resignation or failure to pass a trial period.**

3.1.3.2) Starting a new job by the INSURED, with a different employer, provided that this is with an employment contract and that this occurs subsequent to the purchase of the insurance, without any knowledge of this circumstance on the day the reservation was made. This cover shall also apply where the new job is started following on from a period of unemployment.

The multiple employment contracts used by temping agencies for the performance of tasks for other companies shall be deemed to be contracts for the companies where the employee performs his/her activities.

3.1.4. For extraordinary reasons

3.1.4.1) Serious damage caused by fire, burglary, explosion, or other events affecting the main or secondary residence of the INSURED, or the professional premises where he/she performs a liberal profession or runs a company, requiring his/her presence.

3.1.5. Other reasons

3.1.5.1) Robbery of the documents necessary to go on the trip, occurring on dates or in circumstances which make it impossible to go through the procedure for having the said documents replaced prior to the trip, thereby making it impossible for the INSURED to go on the trip. **Theft, loss, or misplacement are excluded.**

3.1.5.2) Breakdown affecting the vehicle owned by the INSURED preventing the trip from commencing or continuing, provided that the main mode of transport for the trip is the said vehicle. **The breakdown must require a repair that takes more than 8 hours or that costs more than €600, in both cases according to the manufacturer's guidelines.**

3.1.5.3) Robbery, death, illness, or serious accident affecting the animal kept as a pet or to guard. **For the purposes of this cover, it is an essential requirement that the animal is owned by the INSURED, that it resides with the INSURED at his/her home address, and that it is registered and identified by way of its badge/tattoo/microchip number.**

The following definitions apply for the purposes of this Policy:

- Robbery of the animal kept as a pet means unlawful appropriation of the animal by third parties by way of acts involving force against property or violence against the person. **The INSURED must file a copy of the police report in respect of the said robbery, which must be dated no more than 3 days prior to the date of departure.**
- Illness or serious accident affecting the animal kept as a pet means an impairment to its health, provided that, in the opinion of a veterinary surgeon, it is established that this has occurred after the insurance was purchased and that constant attention and treatment are required. **This veterinary opinion must arise within the 12 days leading up to the date of departure.**

This cover shall not apply to animals that are already sick, or heavily pregnant, or that have recently given birth, or to young animals less than 2 months old, when the insurance is purchased.

3.1.5.4) Cancellation by persons who are to accompany the INSURED, who are travelling as part of the same booking and insured under this same policy, provided that the cancellation is for any of the reasons included under this cover and that as a result of this the INSURED will have to travel alone. **Persons aged under 18 do not count towards the number of companions if they are the only travellers left or are accompanied by just one adult.**

If the accompanying INSURED decides to go ahead with the trip and travel alone, the INSURER shall pay any **additional costs** that the travel provider may charge him/her as a supplement up to a maximum sum of €180 per insured person.

In all cases it is an essential requirement that the said cover has been purchased at the same time or no more than 7 days after the insured trip was booked.

TRIP CANCELLATION CHARGES SPECIFIC EXCLUSIONS

The following cover is not included:

- a) Cosmetic treatment, a cure, air travel being contraindicated, failure to be vaccinated or vaccination being contraindicated, the impossibility of continuing with the recommended preventive medicinal treatment at certain destinations, abortion, alcoholism, the consumption of drugs and narcotics (unless these have been prescribed by a doctor and are taken in the manner indicated).
- b) Psychic, mental, or nervous illnesses and depression without hospitalization, or requiring hospitalization of less than seven days.

- c) Chronic, pre-existing, or congenital illnesses affecting all travellers who have suffered imbalances or exacerbations within the 30 days leading up to the purchase of the policy, irrespective of their age.
- d) Chronic, pre-existing, congenital, or degenerative illnesses affecting the Family Members described in the General Conditions undergoing alterations to their condition not requiring out-patient treatment at the Accident & Emergency Department of a hospital or admission to hospital, after the purchase of the insurance.
- e) Participation in bets, contests, competitions, duels, crimes, fights, save in cases of legitimate self-defence.
- f) Epidemics, pandemics, medical quarantine, and pollution, whether in the country of origin or in the destination country.
- g) War (both civil and foreign), whether declared or not, riots, popular uprisings, acts of terrorism, any effects deriving from a source of radioactivity, as well as deliberate breaches of official prohibitions.
- h) Failure to present, for any reason, the essential documents for any trip, such as passport, visas, tickets, vaccination card or certificate.
- i) Malicious acts, as well as intentional self-inflicted injuries, suicide or attempted suicide.
- j) Situations deriving, whether directly or indirectly, from events caused by nuclear energy, radioactive emissions, natural disasters, acts of war, riots, or acts of terrorism.

7. Limits

The INSURER shall bear the costs referred to, **within the limits established and up to the maximum sum specified in each case**. Events that have the same cause and that occur at the same time shall be considered to constitute one single claim event.

The INSURER shall be under a duty to pay for the service, unless the claim event has been caused by the INSURED acting in bad faith.

Where the cover provided involves a cash pay-out, the INSURER shall be under a duty to pay the compensation upon the conclusion of the necessary investigations and expert assessments in order to establish the existence of the claim event. The INSURER shall in all cases pay the minimum amount that it will be required to pay out in compensation, in accordance with the circumstances of which it is aware, within 40 days of the claim event being reported. Where for reasons attributable to the Insurer, or for no justifiable reason, the INSURER has not paid out the said compensation within three months of the date the claim event occurred, the compensation shall be increased by 20% over one year.

8. Reporting a claim

Where an event occurs that could give rise to a claim covered by the policy, **the INSURED must without fail contact the emergency telephone service established by the INSURER**, stating the name of the INSURED, the policy number, his/her location and telephone number, and the type of assistance required. Calls may be made reversing the charges.

The claim may be rejected where the INSURED, in bad faith, makes false statements, or exaggerates the extent of the damage, or attempts to destroy or get rid of objects existing prior to the claim event, or conceals or removes some or all of the insured items, or uses inaccurate documents as justification, or uses fraudulent means, losing all entitlement to any compensation for the claim event.

9. Additional provisions

The INSURER shall not accept any responsibility for any benefits that have not been requested from the INSURER or that have not been provided with its prior approval, save in duly-established situations of force majeure.

Where the direct intervention of the INSURER in the provision of the services is not possible, said INSURER shall be under a duty to reimburse the INSURED for the duly-established costs deriving from the said services, within a maximum term of 40 days as from when the services are provided.

In all circumstances the Insurer reserves the right to request reasonable proof or documentation from the Insured in order to be able to make a pay-out for the service requested.

10. Subrogation

The INSURER shall be automatically subrogated, up to the value of the sums paid out in compliance with the duties deriving from this policy, in all rights of action and any other rights that may pertain to the INSUREDS or their heirs, as well as any pertaining to any other BENEFICIARIES, against third parties, whether natural or legal persons, as a consequence of the claim event giving rise to the assistance provided.

In particular this right may be exercised by the INSURER against terrestrial, river, maritime, or air transport providers with regard to the refund, in full or in part, of the cost of the tickets not used by the INSUREDS.

11. Limitations

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

12. Prevalence

Where the content of this policy differs from the insurance proposal or the clauses that have been agreed, the POLICYHOLDER may request the INSURER to resolve the discrepancy that has been detected within one month of delivery of the policy. Where the said term elapses without any such request being made, the provisions of the policy shall prevail.

13. Complaints and redress

ARAG S.E., Sucursal en España has a Customer Care Department (c/ Roger de Flor 16, 08018 - Barcelona, e-mail: dac@arag.es, website: www.arag.es) to attend to and resolve any complaints filed by insureds and to offer them redress in connection with their interests and rights as acknowledged by law, which shall be dealt with and resolved within no more than one month of being filed.

In the event you are not satisfied with the way the Customer Care Department has resolved your complaint, or if more than one month has passed without any reply being received, claimants can take their complaint to the Complaints Service of the Insurance and Pension Funds Directorate-General (Paseo de la Castellana 44, 28046 - Madrid, telephone numbers: 902 19 11 11 or 952 24 99 82; website: www.dgsfp.mineco.es)

CLAUSE RELATING TO COMPENSATION FROM THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE POLICIES

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance contract which must necessarily include a surcharge in favour of the aforementioned public business enterprise has the power to agree the coverage of extraordinary risks with any insurer that meets the conditions required by the law.

Compensation arising from incidents caused by extraordinary events that occur in Spain, and which relate to risks located therein, and also those which occur abroad when the insured party has his or her habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations occurs:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurer.
- b) Even if it is covered by that insurance policy, the obligations of the insurer cannot be fulfilled because it has been legally declared insolvent or it is subject to a procedure of supervised winding-up or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall proceed in accordance with the provisions of the aforementioned law, Law 50/1980 of 8 October, on insurance contracts, the Regulations on insurance for extraordinary risks, approved by Royal Decree 300/2004, of 20 February, and supplementary provisions

Summary of legal norms:

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tidal waves; extraordinary floods, including those caused by sea storms; volcanic eruptions; atypical cyclonic storms (including extraordinary gusts of wind in excess of 120 km/h and meteorites.
- b) Those caused by violence as a result of terrorism, rebellion, sedition, riots and popular unrest.
- c) Events or actions of the armed forces or of the security services in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral 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 other public bodies competent in the matter. In cases of political or social events, in addition to the occurrence of damage caused by events or actions of the armed forces or security services in time of peace, the Insurance Compensation Consortium may seek information on such events in the courts and from administrative authorities.

2. Excluded risks:

- a) Those that do not give rise to compensation under the Insurance Contract Law.
- b) Those caused to persons insured by an insurance contract other than those for which the surcharge for the Insurance Compensation Consortium is mandatory.
- c) Those caused by armed conflict, even if not preceded by an official declaration of war.
- d) Those deriving from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials.
- e) Those caused by natural phenomena other than those referred to in article 1.a), above and, in particular, damage caused by rising of the groundwater level, movement of hillsides, slippage or settlement of land, rock falls and similar phenomena, except when they are manifestly caused by the action of rainwater, which, in turn, has resulted in a situation of extraordinary flooding and they are simultaneous with that flooding.
- f) Those caused by tumultuous events occurring in the course of rallies and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, except where such actions could be qualified as extraordinary events, of those mentioned in section 1(b), above.
- g) Those caused by the bad faith of the Insured Party.

h) Those corresponding to incidents which occurred prior to 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 has ended owing to non-payment of premiums.

i) Incidents which, due to their magnitude and severity, are deemed by the Government of the nation to be a “national catastrophe or calamity”.

3. Scope of cover

Coverage of extraordinary risks shall extend to the same insured persons and amounts as those established in the policy for the purposes of the coverage of ordinary risks

In life insurance policies which, in accordance with that stipulated in the contract and the regulations governing private insurance, generate a mathematical reserve, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each insured party, i.e., the difference between the sum insured and the mathematical reserve which, in accordance with the above-cited legislation, should have been set aside by the insurer issuing the policy. The amount corresponding to the aforementioned mathematical reserve will be paid by the aforementioned insurance entity.

NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The claim for compensation for damage to be paid by the Insurance Compensation Consortium shall be effected via notice by the policyholder, the insured party or the beneficiary of the policy, or by a person acting on behalf of the above, or by the insurer or insurance broker managing the insurance.

2. The notification of damage and requests for information relating to the procedure and the status of claims may be effected:

- By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
- Through the website of the Insurance Compensation Consortium (www.consorsegueros.es).

3. Valuation of damage: A valuation of the damage which is eligible for compensation in accordance with insurance legislation and the content of the insurance policy shall be carried out by the Insurance Compensation Consortium, and the Insurance Compensation Consortium shall not be bound by any valuations carried out by the insurance entity which covers the ordinary risks.

4. Payment of compensation: The Insurance Compensation Consortium will make payment of compensation to the beneficiary of the insurance via bank wire transfer.

SUPPLEMENTARY CIVIL LIABILITY INSURANCE POLICY

Definitions:

Insured Amount:

The amounts established in the Particular and General Terms and Conditions, the maximum limit of compensation to be paid by the Insurer in the event of an accident.

Obligations of the Insured:

In the event of an accident involving Civil Liability, the Policyholder, the Insured, or their rightful claimants, must not accept, negotiate or reject any claim without express authorisation from the Insurer.

Payment of compensation:

a) The Insurer is obliged to pay compensation on completion of the investigations and expert appraisals required to establish the existence of the incident leading to the claim and, where applicable, the amount due. In all cases, the Insurer must, within forty days from the receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

b) If, within three months of the occurrence of the incident, the INSURER has not made reparation for the damage or paid the compensation in cash due, for causes which are not justified or are attributable to the INSURER, the compensation shall be increased by a percentage equivalent to the legal interest rate in force at that time, increased in turn by 50%.

PRIVATE CIVIL LIABILITY INSURANCE POLICY

1. Private civil liability

The Insurer shall assume, **up to the limit indicated in the Particular Conditions and excluding the cases specified in the General Conditions**, any monetary compensation that, while not constituting a personal or supplementary sanction for civil liability, may be required of the Insured pursuant to Articles 1,902 to 1,910 of the Civil Code or similar provisions included in foreign legislation, and which the Insured is obliged to pay as being civilly liable for bodily injury or material damage caused unintentionally to third parties in their persons, animals or belongings.

Within this limit is the payment of the legal fees and expenses as well as the constitution of the legal bonds required from the Insured.

2. EXCLUSIONS

The following are not covered by this Insurance:

- a) Any type of Liability that corresponds to the Insured for the driving of motor vehicles, air vehicles and boats, as well as for the use of firearms.
- b) Civil Liability derived from situations related to professional or political activity or involvement in trade unions or other associations.
- c) Fines or sanctions imposed by Courts or authorities of all types.
- d) Liability as a result of the practice of professional sports and the following modes, even though these are carried out at an amateur level: mountaineering, boxing, bobsleigh, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, archery, yachting, martial arts and motor sports.
- e) Damage to objects entrusted to the Insured, of any type.

General information on Intermundial XXI, S.L.U. Insurance and Reinsurance Brokerage

In accordance with the provisions of articles 172 and 173 of Royal Decree-Law 3/2020, of 4 February, on urgent measures transposing into Spanish law various directives of the European Union on the matter of public procurement in certain sectors; private insurance; pension plans and funds; taxation and tax litigation ("BOE" no. 31, of 5 February 2020), the purpose of this document is to provide the customer with the legal information that identifies INTERMUNDIAL XXI, S.L.U. Insurance and reinsurance brokerage (hereinafter referred to as "INTERMUNDIAL XXI") in legal transactions; the activity and remuneration system for mediation services; the procedures for dealing with your complaints and claims; and the confidential processing of your personal data.

Intermundial XXI, S.L.U. Identification Details

Name: INTERMUNDIAL XXI, S.L.U.

Registered office: Calle Irún, núm.7, 1º izq., 28.008 Madrid

CIF (tax ID code): B-81577231.

Registration details in the Companies Register: Madrid Companies Register, Volume 11 482, Folio 149, Section 8, Page M 180294, 1st entry.

Registration codes in the Administrative Register of Insurance and Reinsurance Distributors of the Directorate-General of Insurance and Pension Funds: J-1541 and R-J0070.

Intermundial XXI, S.L.U. Shareholdings in Insurance Companies and vice versa

Insurance companies' shareholdings in INTERMUNDIAL: No specific insurer or parent company of said insurer holds, directly or indirectly, 10% or more of the voting rights or capital in INTERMUNDIAL.

Shareholdings in insurance companies: INTERMUNDIAL does not directly hold 10% or more of the voting rights or capital in any insurance company, but it does hold stakes indirectly.

Activity regime and remuneration system for mediation services

Activity regime: INTERMUNDIAL XXI carries out the activity of insurance mediation in accordance with the principles of honesty, fairness and professionalism, for the benefit and representation of its clients' interests ahead of those of insurance companies.

On the basis of the information obtained from customers, INTERMUNDIAL XXI provides, either directly or through its complementary insurance intermediaries and/or external partners, independent advice based on an objective analysis of a sufficient number of insurance contracts offered on the market, so that it can make a personalised recommendation, in accordance with professional criteria, regarding the insurance contract that would best meet the customer's needs for the adequate coverage of the risks requested by the customer.

If, after the conclusion of the insurance contract or any of its extensions, the customer makes any payment other than the periodic premium(s), if applicable, due to an alteration of the risk or the sums insured or for any other reason, INTERMUNDIAL XXI will provide the appropriate information in relation to each such payment. The same duty to inform will arise on the occasion of the modification or extension of the insurance contract if alterations have been made to the information initially provided.

Remuneration system: The broker's remuneration for the mediation of the insurance contract consists of a commission, which is included in the insurance premium and paid directly to INTERMUNDIAL XXI or through its

supplementary insurance intermediaries and/or external collaborators, or by the insurance company, pursuant to the terms agreed in the specific case.

Conflict resolution mechanisms

Customer care team: In compliance with the provisions of article 166 of Royal Decree-Law 3/2020, of 4 February, INTERMUNDIAL XXI has a Customer Care Team at your disposal in our offices, which is outsourced to **INADE, INSTITUTO ATLÁNTICO DEL SEGURO, S.L.** with registered office in Calle La Paz, 2 bajo, Vigo, 36202 Pontevedra, and atencioncliente@inade.org, where they will address and resolve your complaints and claims.

The activity and competencies of the Customer Care Team are regulated in the **Customer Ombudsman Regulations**, which can be accessed on our website <https://www.intermundial.es/>.

In the event that the customer disagrees with the rejection by the Customer Care Team of the complaint or claim, or two months (one month if the customer is a consumer) have passed since the submission of the complaint or claim and no notification has been received, the customer may submit their complaint or claim to the Complaints Service of the Directorate-General for Insurance and Pension Funds.

Administrative protection of the customer: When lodging complaints and claims before the Directorate-General for Insurance and Pension Funds, it will be essential to prove that the complaint or claim has been previously filed with the customer care team.

Complaints and claims may be submitted in writing to the Complaints Service of the Directorate-General for Insurance and Pension Funds, Paseo de la Castellana 44, 28046 Madrid, or by electronic means with electronic signature, on the website of the Directorate-General for Insurance and Pension Funds <http://www.dgsfp.mineco.es/>.

Personal Data Protection

In accordance with the provisions of Article 6.1 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights and the General Data Protection Regulation (EU 679/2016), customers are informed that the personal data requested will be processed by INTERMUNDIAL in its capacity as data controller.

Heading	Basic Information (1st layer)
Data Controller	InterMundial XXI S.L.U.
Purpose	• Advice on contracting and formalisation of insurance contracts and • Claims processing • Sending of commercial communications about products, sending of Newsletter, website updates
Legitimate basis	• Execution of the insurance contract • Consent for commercial communications
Recipients	The recipients of your data will be the insurers that offer the cover contracted for and Servisegur Consultores S.L.U., for the purpose of processing claims.
Rights	They have the right to access, rectify, restrict processing, delete their data and request the portability of their data by writing to C/Irún 7, 1º A Izquierda, Madrid, CP 28008) for which purpose they must provide a copy of their ID together with the request for the right in question, or by sending an e-mail to the following address lopd@intermundial.es In addition, the interested party is entitled to lodge a complaint with the Spanish Data Protection Agency (AEPD), as the Spanish authority in charge of supervising and controlling data protection.
Source	Directly from the interested party
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: https://www.intermundial.es/Politica-de-privacidad



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