

# GENERAL CONDITIONS

## TRAVEL ASSISTANCE

UNIVERSITAT DE BARCELONA REPATRIACION

**POLIZA NÚMERO 28898: ERASMUS EUROPA DOCENTES, INVESTIGADORES Y PAS OUTGOING .TEMPORAL MÁX 7 DIAS.**

**POLIZA NÚMERO 28900: ESTUDIANTES, DOCENTES, INVESTIGADORES, PAS Y FAMILIARES DE LA COMUNIDAD UNIVERSITARIA, INCOMING , UNION EUROPEA, CON TARJETA SANITARIA EUROPEA . 90,180,365 DIAS**

**POLIZA NÚMERO 28902: ESTUDIANTES, DOCENTES, INVESTIGADORES, PAS Y FAMILIARES DE LA COMUNIDAD UNIVERSITARIA, OUTGOING , UNION EUROPEA, CON TARJETA SANITARIA EUROPEA. 90,180,365 DIAS**

## 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 policy have been written as clearly and precisely as possible, in order to enable all interested parties to understand the exact scope of the policy.

- 1.1 **Information provided by the Insurance Policyholder in the Insurance and/or information attached to the latter, are the basis of the terms and conditions of the insurance, including calculation of premiums, and the essential reason for which the Insurer enters into this contract. Should there be any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.**
- 1.2 **The Insurance Policyholder must inform the Insurer of the nature and circumstances of any risk and report any circumstance known by the Policyholder that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Policyholder by the Insurer, the former must declare any and all circumstances that could affect assessment of the risk, to the Insurer.**
- 1.3 **This contract shall be formalized once the policy 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 policy differ from the insurance proposal or the agreed clauses, the Insurance Policyholder shall be entitled to demand within the one month period from the delivery of the policy, the Insurance Policyholder may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the policy shall prevail.**

## 2. CONTRACT DISPUTES

This insurance contract is subject to Spanish jurisdiction and the competent judge for any actions derived from the insurance contract will be the judge who 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.

## 3. DEFINITIONS

The following definitions shall apply in 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.

**INSURER: SOS SEGUROS Y REASEGUROS, S.A:** The Insurer 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 who is on the list of persons included in the insurance, which is contained in the Particular Conditions or its annexes. With regard to work travel, a companion and accompanying children are included, with the consent of the Policyholder, and whenever provided for in the Particular Conditions.

**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.**

**QUARANTINE:** Temporary isolation of individuals in order to prevent the spread of infectious disease.

**ADDRESS OF THE INSURED PERSON:** The latter's residence in Spain, except in the case of policies contracted for incoming travel, or of third country citizens travelling abroad. Incoming travel shall be understood as any type of trip whose destination is Spain, whenever the Insured Person resides abroad.

For the purpose of the guarantees and indemnity limits described in each of the latter, 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.

**PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE:** A serious and unexpected event with 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-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, shock has been treated and fractures immobilized, and 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 spouses, duly accredited partners, children, parents, siblings and parents-in-law, sons-in-law, daughters-in-law and brothers-in-law of the Insured Person, unless otherwise stipulated for each Coverage or Guarantee. In addition, the legal tutors of the Insured Person shall have this condition.

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

**DEDUCTIBLE AMOUNT:** This is the expressly agreed amount or percentage of a claims indemnity that is defrayed by the Insured Person who whereby acts as self-Insurer.

**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.

**HOSPITALIZATION:** It involves the hospitalization record of the patient and his justified stay in the hospital for a minimum of 24 hours.

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

**PERMANENT ABSOLUTE DISABILITY:** Situation by which the Insured Person is incapacitated in a definitive and irreversible manner to carry out any profession.

**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 Policyholder / Insured Person at the time of the signing. Special Conditions may also exist for certain risks or insurable groups. The Policy includes the Supplements or annexes that amend or complete its content.

**PREMIUM:** The price of the insurance, which likewise shall include any legally applicable taxes.

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

**THEFT:** Removal of another's property through violence or intimidation to the other individual, or the use of force on property.

**INSURANCE AT FIRST RISK:** The modality of insurance for which a certain amount is guaranteed up to which the risk of the Insured Person is covered, regardless of the total value, without, therefore, the proportional rule being applicable.

**INSURED AMOUNT:** The amount established in the Particular, Special and General Conditions, which constitutes a maximum indemnity or reimbursement limit payable to the Insured Person for the combined total of claims that occur over the term of the policy.

**POLICYHOLDER:** The physical or legal person that signs this contract with the Insurer, and that represents the Insured Group, and to which the obligations arising from it correspond, except for those that because of their nature must be fulfilled by the Insured Person or their Beneficiaries.

**VITAL EMERGENCY:** A situation of serious deterioration of health which necessitates medical health assistance, which, if not immediately provided, could endanger the life of the patient or the latter's physical integrity or permanently impair his or her health.

**TRIP ABROAD:** Any TRIP and consequent stay of Insured Persons outside their country of domicile and / or usual residence.

## **4. GENERAL RULES GOVERNING THE INSURANCE**

### **GEOGRAPHIC SCOPE**

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

European countries: Albania, Austria, Germany, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, the Vatican City, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, ARY Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the 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 be considered in the same manner as Europe: Morocco, Algeria, Tunisia, Libya, Egypt, Israel and Jordan.

The scope of coverage for Spanish insured persons is abroad, except for the guarantee of "Medical, Pharmaceutical or Hospitalization Expenses" derived exclusively from accidents that will also be Applicable in Spain.

The scope of coverage for foreign policyholders is Spain. If for reasons of studies these foreign insured persons must make academic stays in other European countries, they will also be covered provided that the stay in these countries does not exceed 120 days

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

This condition does not apply to the Optional Accident Guarantees (death, disability and health care due to accident), family misfortune, loss of classes and loss of enrollment, for Spanish students in Spain

## **5. EFFECT AND DURATION OF CONTRACT**

Unless otherwise stipulated, the contract shall enter into force at 0 hours on the date specified in the Particular Conditions and terminate on at 12 o'clock midnight on the date on which the specified duration expires, provided that the Insured Person, or Policyholder, has paid the corresponding premium invoice.

The temporary scope for coverage of travel assistance and the guarantee of accidents (except healthcare in centers arranged abroad) will be 24 hours, and for Spaniards in Spain they will be valid only during the academic activity and trips in itinere

## **6. RISK ZONE, HIGH RISK ZONE, WAR ZONE**

The Insurer considers War Zone / High Risk Zone and / or Risk Zone to be those geographic areas at war, with war-like situations, revolution, civil unrest, riots, acts of terrorism and similar circumstances, or areas affected by extraordinary natural disaster, earthquakes or landslides. Likewise, any area in which hygiene and health conditions put the health of the Insured Person at risk if he or she is remains present are also considered to be a Risk Zone or High Risk Zone.

The term "War Zone" refers to areas predominated by war, war-like situations, revolution, civil unrest, riots and similar circumstances, while zones of risk are other areas where it is increasingly risky for an Insured Person to remain, which, based on the degree of such risk, are considered to be "Risk Zones" or "High Risk Zones".

Travelling to risk zones, high risk zones and war zones.

In order to contract insurance with coverage in an area mentioned in the paragraph above, it is absolutely necessary that the Insurance Policyholder notify the Insurer of his or her intention to contract such coverage. The Insurer may choose to refuse the risk or to establish a premium surcharge for that travel destination and its inclusion in the classified risk. If such notice is not given and a claim directly related to this particular situation of risk, high risk or war were to occur, the insurance would not guarantee any portion of such a claim.

If the Insured Person is at destination and it were to be declared a Risk Zone, High Risk Zone or War Zone, coverage shall be extended for a period of 14 days from the moment in which the area is declared to be one of special classification. The Insurer must be informed during that period and the Insured Person must decide to abandon said area or agree to pay a premium surcharge on his or her policy, which may include the establishment of new conditions for guarantees, limits and premiums, at the discretion of the Insurer, who may or may not refuse to provide coverage in said zones of risk.

## **7. CANCELLATION OF POLICIES**

Policies whose duration is annual shall be automatically renewed upon their respective due dates for another successive annual period, unless one of the parties provides written notice of his unwillingness to do so to the other party, within two months' time before the termination of the period in course in the case of the Insured Person, and one month in advance in the case of the Policyholder.

## **8. LIMITS AND CURRENCY OF GUARANTEES**

The maximum limits of the guarantees of this Policy shall be those which are 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 providing the service to be performed by the Insurer. In any case, all the limits of this policy are per incident and Insured Person.

**Limit per claim: The maximum limit of the indemnity** for which the Insurer is liable per claim, for all individuals insured within the group's set of policies, even when several guarantees are affected as a result of a single event, regardless of the number of Insured Persons affected.

**The limit shall be stipulated in the Particular Conditions.**

In accordance with the conditions herein contained in this section, **the maximum indemnity in the case of a claim due to an event classified as a "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE" shall be 3,000,000 € (Three million Euros)** for the total of all guarantees under this contract, regardless of the number of Insured Persons affected. For this purpose, any and all cases that occur within the 30 days immediately following the declaration of the quarantine shall form part of a single claim.

The currency applicable to this Policy is the Euro, so the limits of the guarantees shall be expressed in this currency, regardless of the fact that for those services that must be paid or guaranteed by the Insurer in another currency, **the equivalent in Euros thereof will be applicable at the date of occurrence of the accident.**

## **9. OVERLAPPING OF INSURANCE**

When any of the risks covered by this Policy is also covered by another Insurer during the same period of time, the Policyholder or the Insured Person shall notify the Insurer of the other existing insurances, unless otherwise agreed.

If such overlapping of insurance is not reported due to malicious intent and an incident occurs in the case of over-insurance, the Insurer is not obligated to pay compensation. Whenever such a claim occurs, the Policyholder or the Insured Person must report it, pursuant accordance with the provisions of the Article on Claims, to the Insurer, and the name of the other Insurers, who shall contribute proportionally to the payment of the services performed.

Likewise, any compensation payable by the Insurer 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 receive an amount of compensation that exceeds the actual expenses.

## **10. LAPSING**

Actions derived from the contract expire **five years** from the day they are taken.

## **11. EFFECTS OF PREMIUM DEFAULT**

**11.1 If, due to the Policyholder or the Insured Person, the first premium has not been paid, or the single premium has not been paid at due date, the Insurer has the right to terminate the contract or demand payment of the premium through legal enforcement of the policy.**

**Unless otherwise agreed in the Particular Conditions, if the said first premium has not been paid before a claim occurs, the Insurance Company shall be released from its obligation.**

**11.2 In case of non-payment of one of the following premiums, the coverage provided by the Insurer shall be suspended one month after the date of its expiration. If the Insurance Company does not claim payment within six months of the expiration of the premium, it shall be understood that the contract has been terminated.**

**11.3 In any case, when the contract is under suspension, the Insurer shall only demand the payment of the premium for the current period.**

**11.4 If the contract has not been terminated or extinguished in accordance with the previous paragraphs, the coverage shall again take effect 24 hours after the Policyholder or the Insured Person paid the premium, whenever appropriate.**

## **12. 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 Policyholder, the Insured Person or the Beneficiary act with malicious intent, bad faith or gross negligence; when the Policyholder makes incorrect statements; when data is hidden; when there is no cooperation in rescue tasks and, in summary, when the principle of good faith underpinning the insurance contract is not respected.

Fraud, willful misrepresentation or concealment of information in connection with a claim shall be grounds for annulment of the Policy. In such case, the Policyholder or the Insured Person shall lose all

rights to receive the compensation that can correspond to them and must return any indemnity that the Insurer has already paid. In this case, the Insurer shall not reimburse the premiums.

### **13. CONTRACT ANNULMENT AND INCONTESTABILITY OF POLICY**

The Insurance Contract shall be null and void, except in the cases provided for by the Insurance Contract Law, if at the time of its conclusion the Risk does not exist or the Claim has not occurred (Article 4 of the Insurance Contract Law 50/80 of October 8).

### **14. AGE LIMIT**

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

### **15. INDIVIDUAL INSURANCE CERTIFICATES**

The Insurer shall issue for each Insured Person the corresponding Individual Insurance Certificate, which shall include an extract of the General, Particular and Special Conditions where applicable, as well as instructions for the use of the services and guarantees offered through the insured coverage.

**The Policyholder expressly assumes the duty to deliver the Certificate to the Insured Person, as well as the information of the contractual conditions and other legally required circumstances.**

### **16. DURATION OF INSURANCE**

The insurance shall have the duration that is indicated in the Particular Conditions.

The coverage of the policy shall take effect at the time and date indicated in the Special Conditions, **provided that the policy has been signed and the first premium satisfied.**

Those policies whose duration is annual shall be tacitly extended at their respective maturities for successive annuities, unless one of the parties oppose to its extension by means of written notice to the other party, within two months before the conclusion of the policy period in progress if exercised by the Insurer and one month if done so by the Policyholder.

### **17. HANDLING OF CLAIMS**

Once an incident that gives rise to the provision of any of the guarantees covered by the Policy occurs, **it shall be an essential requirement that the Insured Person or his / her relatives, immediately contact the Insurer**, by collect call to the Assistance Center, Telegram, fax or e-mail to the numbers indicated in the Particular Conditions.

Should this notification be prevented by force majeure, immediate steps must be taken to end the circumstance impeding notification.

Once the contact has been established, the policy number, the place where the Insured Person is located and a contact telephone number shall be indicated, as well as the circumstance of the accident and the type of assistance requested.

Upon receipt of this notification, the Insurer shall provide a file number and shall immediately put into operation the mechanisms of its international organization in order to provide the required service.



The Insurer is not responsible for delays or breaches due to force majeure or relating to special administrative or political characteristics of a particular country. In any case, if direct intervention by the Insurer is not possible, the Insured Person shall be reimbursed upon return to Spain, or if necessary, as soon as he 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.

If the Insured Person were entitled to reimbursement for the unconsumed part of the ticket, when making use of the transport or repatriation guarantee, said refund shall revert to the Insurer. Likewise, with respect to the travel expenses of Insured Persons, the Insurer shall only be responsible for the additional expenses required by the event in excess of those originally anticipated by the Insured Person.

The Insured Person must submit a written complaint to the carrier in compliance with the deadlines established by each company, and must subrogate their rights against the carrier in favor of the Insurer by signing the corresponding subrogation brief, prior to receiving the advance of compensation. The original certificate of the carrier on the occurrence of the delay (reflecting the actual departure time) or cancellation and its causes shall be provided.

The compensations fixed in the described guarantees are complementary to other benefits to which the Insured Person is entitled, and the latter is responsible for managing the necessary steps to recover these expenses from the companies required to pay and to compensate the Insurer for the amounts that have been anticipated.

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 claims or when clauses are concealed and consequences magnified.

#### Documentation to be presented in the event of a Claim:

The Policyholder, Insured Person or Beneficiaries shall provide all reasonable and necessary evidence in support of a claim, including, **but not limited to**, the following:

##### 17.1 For all coverage:

- a) Number of the insurance policy.
- b) Declaration of the Insured Person or Beneficiary explaining the incident: date, reason, cause, and consequences.
- c) In cases where it is necessary, original and dated documents, or documents duly legalized by a notary public that reasonably justify the event that caused the claim as required by the Insurer, must be presented.
- d) Business trip tickets.
- e) Declaration of the Policyholder confirming the nature and the characteristics of the trip.
- f) The Policyholder shall be required to have at the disposal of the Insurer any kind of documentation to prove that the Insured Person who suffered the claim belongs to the Insured Group during the term of the policy.
- g) Comprobantes originales de los gastos realizados.

h) For the application of Medical Care and Travel Assistance coverage, the Insurer shall have to contact the Assistance Company of the Insurer, being this mandatory and prior to any intervention covered by these guarantees.

i) Any Insured Persons shall undergo the medical examinations that the Insurer may reasonably require related to an accident.

## 17.2 For Accident coverage:

### 17.2.1 Procedure in case of accident.

a) The Policyholder, the Insured Person or the Beneficiary must inform the Insurer of the occurrence of the claim within a maximum period of 7 days. In case of non-compliance, the Insurer may demand damages or losses caused by the lack of declaration.

This effect shall not occur if it is proved that the Insurer has been aware of the claim by other means.

The Policyholder or the Insured Person must also provide the Insurer all types of information relating to the circumstances and consequences of the claim.

In case of violation of this duty, the loss of the right to compensation shall only occur in the event of fraud or gross negligence.

b) The Policyholder or the Insured Person shall, in order to mitigate the consequences of the claim, use the means at his disposal to preserve the life of the Insured Person and to achieve his early recovery. In case of breach of this duty, the Insurer may reduce its benefit in timely proportion, taking into account the importance of the damages derived from it and the degree of responsibility of the Insured Person, according to the provisions of article 17 of Law 50/1980.

### 17.2.2 Documentation in case of accident.

Accident report, statement or any other document issued by the local authorities establishing the circumstances of the Accident.

#### - In case of death by accident:

a) Certificate of death, issued by the Civil Registry.

b) Certificate of the doctor who assisted the Insured Person, stating the accident that caused the death or, if applicable, testimony of the complete Judicial Proceedings and autopsy and toxicology report, if they have been performed, or other documents proving the death due to accidental cause.

c) Proof of Income from the settlement of the Inheritance Tax, or declaration of exemption from it, duly completed by the competent Tax Administration.

d) If there is an express designation of Beneficiary, document accrediting the same. If there is no express designation, the registration certificate and copy of the Last Will and Testament. Finally, if absence, Declaration of Heirs or affidavit, shall be required.

#### - In case of Absolute Disability:

a) Medical certificate, indicating the reason for the injury, cause, beginning, nature and consequences of the same.

b) Strong resolution of the competent Labor Authority where the Degree of Incapacity recognized to the Insured Person is stated.

c) If applicable, letter of payment or exemption from the corresponding tax, duly completed by the Treasury Department.

### 17.3 For Medical Care Coverage:

a) Declaration stating the detailed circumstances of the Accident or Illness and the names of the witnesses.

b) Original proofs and invoices, medical fees, prescriptions, medical expenses, Social Security declarations, hospital bills, as well as the forms of reimbursement that the Insured Person would have benefited from.

c) Reporting of first medical care and / or hospital admission.

d) Initial medical report describing the nature of the medical condition and providing an accurate diagnosis.

e) In case of accident, medical certificate spell reason, cause and consequences thereof.

The Insured Person shall be under the obligation to claim the benefits to which he is entitled, in accordance with the General Social Security Regime or any other special regime thereof or substitute organizations or regimes, and must repay the Insurer any amounts entitled to under this coverage. When traveling to European Union countries, the Insured Person must carry the "European Health Card" TSE. For travel to other countries with which there is a Social Security Agreement the Insured Person must carry the corresponding form.

**If the Policyholder or the Insured Person have contracted other insurance that guarantees similar risks during the term of this contract, they must notify the Insurer. The indemnities to be paid by the Insurer under this Policy shall strictly constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or any other protection institution, including mutual insurance companies, according to the stipulations in the legislation applicable, due to the same medical expenses, without the Insured Person being able to receive, in total, a value higher than the actual expenses.**

### 17.4 For coverage of Loss, Theft or Delay of Baggage:

a) The Insured Person must submit a copy of the complaint to the police or competent authority within 24 hours of the incident, except in cases of force majeure, and provide proof of purchase of the lost or stolen items.

b) In the case the lost or stolen objects are found and returned to the Insured Person, he must inform the Insurer and return any compensations that he would have received for this coverage.

c) In case of damaged goods, the Insured Person may be required to justify the damage, sending the damaged good to the claims department of the Insurer or submitting the invoice for its repair.

In cases of claims in which the baggage was under the responsibility of the Carrier:

The Insured Person must proceed immediately to request the verification of the damage or disappearance of the baggage by competent persons or authorities (Station Manager, qualified representative of an airline, shipping and transportation companies, Hotel Managers, etc ...) and ensure that their circumstances and importance are reflected in a document that shall be sent to the Insurer.

d) Copy of the Claim submitted to the Carrier.

- e) Original or copy of the baggage check.
- f) Declaration of the Carrier confirming the claim and indicating the amount indemnified.
- g) Certificate of the Carrier indicating the day and time of delivery of the baggage.

The amount of compensation under this policy, shall correspond once the liability of the Carrier has been exhausted and always as an additional supplement to the amount compensated by said transportation company or under any other insurance policy that the Policyholder holds with the Insurer.

#### **17.5 Coverage for the Delay or Cancellation of Travel:**

- a) Original certificate of the Carrier regarding the occurrence of the delay (reflecting the actual departure time) or cancellation and its causes.
- b) Confirmation of the trip or boarding pass.

#### **17.6 Coverage for early return:**

The Insured Person must provide documents or certified proof of the cause of the interruption of travel:

- a) Death of a relative: Death certificate.
- b) Hospitalization of a family member: Certificate or proof of hospitalization.
- c) A serious claim in his or her usual residence or professional premises: original report of firemen, complaint to the police, report of the insurance company, or similar documentation.

#### **17.7 Coverage for Civil Liability:**

In the event of a claim, the Insurer must be informed in writing within a maximum period of 7 days and given all the details of the circumstances of the claim and its consequences. Any written correspondence, citations, legal notices regarding a covered claim must be sent without delay to the Insurer.

Likewise, any procedures and investigations that concern a covered contingency and involve the Insured Person must be reported to the Insurer.

The Policyholder, the Insured Person or the latter's legal representatives shall not accept, negotiate or refuse any claim without the express consent of the Insurer.

##### **17.7.1 Indemnity Payment:**

The indemnity shall be paid by the Insurer at the end of the investigations that verify the existence of the claim, and any degree resulting disability, if there is such.

The Insurer shall pay no interest on the payable indemnity unless otherwise specified.

##### **17.7.2 Benefit Acceptance**

If the Insurer has paid a claim under this policy and the Policyholder or Insured Person has accepted full and final payment, the Insurer shall have no obligation to make another later payment for the same claim.

## **18. REIMBURSEMENT OF EXPENSES**

In order for the Insurer to pay for the expenses incurred in obtaining the services / benefits provided for in the Policy, it shall be essential that the notice provided for in the first paragraph of the previous

article has been issued, the appropriate authorization of expenses have been obtained, and that the original documents supporting the disbursements made have been presented.

**In no case, the service provision shall be replaced by compensation, unless express agreement.**

## **19. EXEMPTION FROM LIABILITY**

It is expressly stated that SOS SEGUROS Y REASEGUROS, SA, 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 Insurer declines any liability derived from publicity or propaganda made by the Policyholder, which has not been previously authorized in writing.

## **20. SUBROGATION**

Whenever the Insurer pays a benefit indemnity to the Insured Person, it may exercise subrogation of the rights and actions of the latter vis a vis any liable third parties. The Insured is obligated to collaborate with the Company in carrying out this action. Any compensation higher than the indemnity is the liability of the Insured Person.

## **21. 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 Insurer, request administrative protection from the Directorate General of Insurance and Pension Funds or go to the instance deemed most convenient for the defense of their interests.

In any case, this insurance contract is subject to Spanish jurisdiction and, therein, the competent judge for any actions derived from the insurance contract will be the judge who 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. ACCEPTANCE**

The Policyholder understands and receives in this act the present General Conditions and expressly accepts all limiting clauses contained therein.

The Policyholder shall inform the Insured Person of the guarantees included in this Policy, the legislation applicable, the address of the Insurer and of the instances of claim against it.

## **23. PURPOSE OF THE INSURANCE**

Within the limits established in the General, Particular and Special Conditions of the Policy, the insurance guarantees the coverage specified in the following article, **in the case an accident occurs during a trip, provided that the corresponding premium has been paid in advance to the Insurer.**

## **24. GUARANTEES TO BE BORNE BY THE INSURER**

## A) MEDICAL CARE GUARANTEES

### 1.- MEDICAL TRANSFER OR MEDICAL REPATRIATION

In the event of accident or illness of an Insured Person who is travelling outside his or her country of residence, the Insurer 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 Insurer's medical team and the attending physician.

In each case, the medical team of the Insurer shall decide the means of transportation and which medical facility to use, or whether repatriation is necessary, based on the urgency or seriousness of the Insured Person's condition, and shall keep in permanent contact with the physicians attending the Insured Person, to ensure that the latter receives proper care.

**The medical team of the Insurer may authorize the use of a medical airplane, based on the medical condition of the Insured Person, but only when the latter is outside the territory of Europe or the Mediterranean-basin countries specified in the section on Geographic Scope.**

## B) TRAVEL ASSISTANCE GUARANTEES

### 2.- TRAVEL EXPENSES OF THE COMPANION

If the Insured Person must be hospitalized because of the occurrence of a risk covered by the Policy, for an expected time **exceeding five (5) nights**, the Insurer 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 can reach the hospital.**

### 3.- LODGING AND LIVING EXPENSES OF THE COMPANION OF THE HOSPITALIZED INSURED PERSON

In the case **hospitalization** exceeds **five nights**, the Insurer 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.**

### 4.- TRANSFER OR REPATRIATION OF MORTAL REMAINS

If, during a trip or stay covered by the Policy, the death of an Insured Person occurs, the Insurer 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 his place of residence in the country of origin of the Insured Person.

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

### 5. TRAVEL EXPENSES OF THE COMPANION OF MORTAL REMAINS

The Insurer shall provide **a round trip train (first class) or plane (tourist class) ticket, or of the most suitable public and collective means of transport**, to the person appointed by the family (who must reside in the country of residence of the Insured Person) **to accompany the mortal remains.**

## C) TRAVEL AND FLIGHT INCIDENTS GUARANTEES

### 6.- EARLY RETURN OF THE INSURED PERSON DUE TO THE DEATH OF A FAMILY MEMBER

Whenever the Insured Person must interrupt the trip or stay because of the death of his /her spouse or of relatives in the first degree, in direct or collateral line, the Insurer 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 Insurer considers more suitable**, to the place of burial in the Insured Person's country of usual residence, and **provided that he cannot carry out such travel using his own means of transport or the one hired to make the trip.**

### 7.- EARLY RETURN DUE TO SERIOUS DAMAGE TO THE RESIDENCE OF THE INSURED PERSON OR BUSINESS PREMISES

The Insurer shall be responsible for any urgent travel expenses, **by train (first class), airplane (tourist class) or by the public and collective means of transport that the Insurer considers more suitable**, to the place of habitual residence of the Insured Person, due to the occurrence of a fire, explosion, flood or robbery event, in their habitual residence or their own professional or rented premises that made them uninhabitable, or with a serious risk of greater damage, that justifies in an essential and immediate manner, the presence of the Insured Person and the necessity of the trip, **provided that he cannot carry out such travel using his own means of transport or the one hired to make the trip.**

### 8.- ADVANCEMENT OF FUNDS

The Insurer will advance funds to the Insured, in case of need, up to the economic limit indicated in the Particular Conditions.

The Insurer will request from the Insured some type of guarantee or guarantee that will guarantee the collection of the advance. In any case, the amounts advanced must be returned to the Insurer within a maximum period of 30 days

## D) TRAVEL ASSISTANCE SERVICES GUARANTEES AND PRIVATE CIVIL LIABILITY

### 9.- TRANSMISSION OF URGENT MESSAGES

The Insurer shall make available to the Insured Person its Network of Assistance Centers to transmit as many urgent messages as may be necessary, derived from the application of the coverage and that cannot be sent any other way by the Insured Person.

## E) COMPLEMENTARY GUARANTEES

### 10. ACCIDENT DURING THE TRIP

#### 1. Death

If as a consequence of an accident covered by the policy, and occurred during the period of validity thereof, the Insured's death occurred, immediately or within two years from the date of the accident, the Insurer shall pay the Beneficiary The Sum Insured stipulated for this purpose in the Particular Conditions of the Policy.

When the Insured's age is less than 14 years, they will not be insured for the risk of Death, this benefit will be replaced by an indemnity in the form of Burial Expenses with a maximum of 3,005.06 Euros

## 2. Permanent Disability

The anatomical loss or functional impotence of members and organs that are a consequence of bodily injuries caused by an accident covered by this policy, and occurred during the period of validity thereof, produced immediately or within two years from date of the accident, the Insurer will pay the Sum Insured indicated in the Particular Conditions of the Policy.

For the purposes of this Guarantee, the degrees of disability will be understood according to the definitions described below and will be covered, solely and exclusively, those that are expressly including the Particular Conditions of the policy.

**Permanent Absolute Disability:** the situation by which the Insured is unable to perform any profession.

In case of Permanent and Absolute Disability due to accident, the Insurer will pay the Sum Insured stipulated in the policy for such event.

**Permanent Partial Disability:** if the Partial Permanent Disability of the Insured results from the accident, the amount of the indemnities to be paid by the Insurer will be the result of applying to the insured amount stipulated in the case of Permanent Disability that corresponds, the percentages that are detailed below

Type of lesion	Right	Lefthand
Incurable mental alienation, that disable the exercise of any labour activity	100%	
Complete blindness at both eyes	100%	
Total loss of both legs and feet, both hands or arms, of an arm and one-legged or of a hand and a foot	100%	
Cuadriplègia	100%	
Paraplègia	100%	
Total loss of the arm or of the hand	60%	50%
Total loss of the movement of the shoulder	30%	20%
Total loss of the movement of the elbow	20%	15%
Total loss of the thumb and of the index of the hand	40%	30%
Total loss of the movement of the doll	20%	15%
Loss of three toes of the hand, that are not thumb or index	25%	20%
Loss of the thumb and of another that was not the index of the hand	30%	25%
Loss of three toes of the hand, included thumb or index	35%	30%
Loss of the índiex of the hand and of another that was not the thumb	25%	20%
Loss of the thumb of the hand only	22%	18%
Loss of the index of the hand only	15%	12%
Loss of the half, ring or menovell of the hand only	10%	8%
Loss of two of these last toes of the hand	15%	12%
One-legged loss or of a foot	50%	
Partial amputation of a foot, comprised continuums the said	25%	
Complete Deafness of the two heard	40%	
complete Deafness of a sense	10%	
total Loss of the voice	25%	
Ablation inferior jaw	30%	
total Loss of an eye, or reduction at the half of the vision binocular	30%	
Fracture no cemented one-legged or a foot	25%	
Fracture no cemented of a ròtula	20%	
total Loss of the movement of a hip or of a knee	20%	
Shortening at least of 5 cms. Of an inferior member	15%	
Loss of the said thumb of a foot	10%	
Loss of another toe of the foot	5%	



The following rules will be applicable as a complement to the previous scale:

a) The existence of several types of disability resulting from the same accident, will be compensated by accumulating their compensation percentages, with a maximum of 100% of the

Sum insured for this guarantee

b) The sum of percentages of compensation for several types of Partial Disability in the same member or body may not be higher than the percentage established for the case of total loss thereof.

c) If the victim is left-handed, which should be conveniently proved, the expected percentages referring to the right upper member will be applied to the left upper member and vice versa.

d) If a member or organ affected by an accident had prior amputation or functional limitations, the percentage of compensation applicable shall be the difference between the pre-existing disability and that resulting after the accident.

e) The determination of the degree of disability resulting from the accident will be made in accordance with Article 104 of Law 50/1980. If the Insured does not accept the proposition of the Insurance Entity regarding the degree of disability, the parties will submit to the decision of Medical Experts in accordance with articles 38 and 39 of the aforementioned Law.

f) The Insurance Entity will pay the amount of the first prosthesis that is practiced to the Insured to correct the residual injuries produced by accident guaranteed in the policy. The scope of said prosthesis shall not exceed 10% of the amount compensable for the case of Permanent Disability, and in no case shall it exceed the amount of SIX HUNDRED EUROS.

This compensation ceases upon the occurrence of Death or the Permanent Disability of the Insured and is determined independently of them.

- The permanent disability rating of the Insured will correspond to the National Institute of Social Security, either definitively or through a final judicial decision. In the event that the employee is not entitled to a disability benefit because the requirements of the Social Security do not meet, the qualification will correspond to the medical services of the insurer.

- Without prejudice to what may be established in particular conditions, the benefits foreseen for the risks of Death and Permanent Absolute Disability, are not cumulative with each other. Therefore, the payment of a benefit will automatically extinguish the coverage of the rest of the guarantees.

However, if after the payment of compensation for permanent disability, the death of the Insured or a disability of greater degree, as a result of the same incident, the Insurer will pay the difference between the amount paid for disability and the sum insured for the case of death or Invalidity of higher degree, when said sum is higher.

- In no case the benefits granted by the Policy come to ensure voluntary improvements of the General Social Security Scheme, so that the Insurance Contract will not apply the provisions of Art. No. 156 of Royal Legislative Decree 8/2015, of October 30, which approves the revised text Of the General Law of Social Security

- In the event that the consequences arising from an accident covered by this contract are aggravated by a pre-existing illness or illness or subsequent to it but of different origin, the Insurer will be exclusively bound by those direct consequences, considering as such the that would normally be experienced by a person who did not suffer from such a disease or who did not suffer from this ailment

## **RISKS COVERED BY THE INSURANCE COMPENSATION CONSORTIUM**

Claims of an extraordinary nature shall be compensated by the Insurance Compensation Consortium, in accordance with the provisions of the Legal Statute of the Insurance Compensation Consortium, approved by article 4 of Law 21/1990 of December 19, Law 50/1980, of October 8, on Insurance Contract, and by Royal Decree 300/2004, of February 20, approving the Insurance Regulation of Extraordinary Risk, and Supplementary Provisions.

## **25. EXCLUSIONS**

### **25.1 Exclusions applicable to Medical and Travel Assistance Guarantees**

**Excluded from the policy are claims 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 guarantee.**
- 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 cements, 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 claim 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"**

## 25.2 Exclusions applicable to Travel, Flight and Assistance Service Incidents Guarantees

In addition to those mentioned under the section General Exclusions, the following are excluded from the Policy:

- a) Goods, travel tickets, cash, 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, collections and professional material, prosthetics, glasses and contact lenses. For these purposes, personal computers are not considered as professional material.
- b) Petty theft. For these purposes, it is understood as theft committed without being noticed, without violence or intimidation of persons or 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 from the practice of camping or the use of caravans in not regulated camping sites, or in any not fixed accommodation. The objects of value, in any modality of camping, are totally excluded.
- 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 or through gross negligence of the Insured Person and those caused by spillage of liquids that are inside luggage.
- 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.

## 25.3 Exclusions applicable to Accident Guarantees

In addition to those mentioned under the exclusions section applicable in general for all guarantees, the following are excluded from the policy:

- a) Facts that do not have the consideration of accident as stipulated in the Definitions section will not be included.
- b) Accidents that are caused by states of mental derangement, paralysis, stroke, epilepsy, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis, and, in general, any injury or illness that diminishes the ability physical or mental health of the Insured.
- c) Any type of illness and internal process of the person.
- d) Dizziness, unconsciousness, lumbago, cervicalgia, sciatica, sprains and muscle tears, unless it is proven to be a direct consequence of accidents guaranteed by this contract, infectious diseases, bodily injuries or complications related to a disease or morbid condition, dizziness, fainting, syncope, epilepsy or epileptiform, aneurysms, stroke, varicose veins, all kinds of hernias and their consequences, as well as their

aggravations Myocardial infarction is not considered an accident for the purposes of this policy.

- e) Diseases, epidemics and all kinds of processes whose origin is infection by insect bites (malaria, typhus, yellow fever, sleeping sickness and the like).
- f) Sunstrokes, freezes and other consequences of climate action, as well as disproportionate efforts, poisonings or infections that do not have as direct and exclusive cause an injury caused by an accident covered by this insurance.
- g) Facts that produce exclusively psychological effects will not be considered compensable.
- h) Food or drug poisoning.
- i) Injuries that occur as a result of accidents resulting from the use of two-wheeled vehicles with displacement greater than 75 c.c.
- j) Accidents that occurred prior to the trip covered.

#### 25.4 Exclusions applicable to Private Civil Liability Guarantees

Excluded from the Policy are:

- a) Any type of Responsibility that corresponds to the Insured Person for driving a motor vehicle, aircraft and 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 all kinds.
- d) The Responsibility derived from the practice of a professional sports 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 possession of property or 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 the goods entrusted.

#### 25.5 Exclusions generally applicable to all Guarantees

Excluded from the Policy are damages, situations or expenses, which are a consequence of:

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

- b) All Insured Persons over age 70 are excluded from all coverages.
- c) Expenses incurred once the Insured Person is at his place of habitual residence, those incurred outside the scope of the insurance guarantees, and in any case, those incurred once the dates of the travel stipulated in the contract have concluded or after 180 days from the beginning of the same, subject to the provisions included in the Particular Conditions of the Policy.
- d) Those derived from the professional or remunerated practice of any sport (including training), as well as those occurring on the occasion of the participation of the Insured Person in competitions of any type and in any case the practice of the following modalities even if amateur: motor sports, mountaineering, canyoning, climbing, caving, hunting, skiing and / or winter sports, gymnastics, bungee jumping, water sports, underwater and diving, the use of light aircrafts and any other sports involving aerial risk (such as parachuting, hang gliding, ballooning, etc.), horse riding, boxing, any form of wrestling, martial arts, bullfighting, "capeas", bull runs and the participation in any other bullfighting show; and, in general, any sport or recreational activity of a notoriously dangerous or high risk nature.
- e) The use, as passenger or crew member, of means of air or maritime navigation (unless travelling as a paying passenger on a regular flight) not authorized for public passenger transport, as well as helicopters.
- f) The intervention of any Official Emergency Relief Agency or the cost of its services.
- g) Those that occur in mountains, chasms, oceans, jungles or deserts, in unexplored regions. Trips that are exploratory or made in submarines.
- h) 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 Policyholder, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.
- i) 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, drunkenness shall be considered when the degree of alcohol consumption, according to the means of determination or measurement of Spanish legislation in force at any time, is higher than the rates legally permitted by said legislation.
- j) 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 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 whose coverage corresponds to the Insurance Compensation Consortium are excluded in any case.
- k) Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him, of the services proposed by the Insurer and / or agreed by the Medical Service of the latter.

- l) **The consequences of surgical interventions or treatments that are unnecessary for the cure of a claim covered by this policy.**
- m) **The Insurer is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Policy.**
- n) **Unless expressly agreed otherwise, incidents occurring in countries that, at the time of such incident, are at war, whether declared or not, under armed conflict, or listed as not recommended in the information supplied by the Ministry of Foreign Affairs of Spain.**
- ñ) **The Insurer shall not grant cover and shall not be liable for any compensation or indemnity where such compensation or indemnity exposes the Insurer 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 Insurer, through the receipt 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.

## **26. MODIFICATION OF RISK**

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

The Insurer 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 case, the Policyholder 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 Policyholder, the Insurer may, after this period, terminate said contract prior warning to the Policyholder, giving him a new period of fifteen days to provide an answer, after which, and within eight days, the policyholder shall be notified of the definitive termination.

The Insurer 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 Insurer is released from its benefit if the Policyholder or the Insured Person have acted in bad faith.

In other cases, the benefit of the Insurer shall be reduced proportionally to the difference between the agreed premium and that which would have been applied if the true risk had been known.

- 26.2** The Policyholder or the Insured Person may, during the course of the contract, inform the Insurer of all circumstances that reduce the risk and are of such a nature that if they had been known by the Insurer at the time of the perfection of the contract, it would have been concluded in more favorable conditions.

In such case, at the end of the current period covered by the premium, the Insurer shall reduce the amount of the future premium in the corresponding amount, the Policyholder being entitled, otherwise, to the termination of the contract and to the return of the difference between the

premium paid and that which would have been payable from the time when the risk reduction was brought to attention.

- 26.3** In particular, the Policyholder or the Insured Person shall notify the Insurer as soon as possible of any change, even if temporary, of the activity, profession, or occupation of the Insured Person declared in response to the questionnaire presented by the Insurer.

If the change entails an aggravation or a decrease in risk, proceed as prescribed in numbers 1 and 2, respectively, of this article.

## **27. DATA PROTECTION**

You expressly agree that personal data collected now or in the future be included in the files for which SOS Seguros y Reaseguros S.A is responsible. The processing of such data intends to facilitate the establishment and development of the contractual relationships that bind you to the Company

Please inform SOS Seguros y Reaseguros S.A. of any variation that may occur in the data.

You expressly consent to the processing of your health data provided to the Company as a result of the request for assistance due to a claim. This data may be processed in order to manage the required assistance, as well as to determine the payment of expenses incurred and that have been assumed by the interested party or, if applicable, the payment of compensation.

The data provided shall be susceptible of communication to other Insurance Companies or public or private organizations related to the Insurance sector, for statistical purposes, to fight against fraud or for the purposes of co-insurance or risk reinsurance.

The provision of consent to such processing is essential for the formalization of the contractual relationship, not being possible without it.

You also authorize SOS Seguros y Reaseguros S.A. the processing of your data in order to send you information, even electronically, on the products or services marketed by the Company, its Group companies or third parties related to the Insurance, banking or tourism sectors, to determine consumption profiles to do so, as well as to conduct satisfaction surveys.

Likewise, you authorize the Company to transfer your data for the same purpose and by the same means, to the companies of its Group and companies related to the Insurance, banking or tourism sectors.

If data related to natural persons other than the Policyholder is included in this application, the latter must inform such persons in advance of the points indicated in the previous paragraphs.

You can exercise your rights of access, opposition, rectification and cancellation before the Insurance Company, directing your communications to the following address:

### **RESPONSIBLE FOR DATA PROTECTION**

SOS SEGUROS Y REASEGUROS, S.A.

Calle Ribera del Loira, 4 - 6

28042 MADRID (ESPAÑA)

[proteccion.datos@internationalsos.com](mailto:proteccion.datos@internationalsos.com)

## 28. CUSTOMER SERVICE

This company, in accordance with the provisions of Order ECO / 734/2004, has 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 contract. The above procedure may be carried out by mail, or in person at our offices located in Madrid (28042) on Ribera del Loira Street nº 4 - 6 or by email to the following address:

[sac@internationalsos.com](mailto:sac@internationalsos.com)

To these effects:

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

A **Reclamation** is understood to be: a demand presented by the Insured Persons, which 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.

**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 again before the Commission for Defense of the Customer, body attached to the General Directorate of Insurance.**

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 Policyholder, who expressly accepts the limiting and exclusive clauses contained in the General Conditions of this policy.**

THE POLICYHOLDER

THE INSURER

