

Multiasistencia

Seguro Multiasistencia de Viaje

Terms and Conditions

Translation of the original in Spanish that will prevail in case of disagreement

ERGO-UnivGranada-V022019-0919-EN

This Insurance Contract shall be subject to the clauses of the Policy Schedule, and the General, Particular and Special Terms and Conditions of the contract, as applicable, in accordance with the provisions of Act 50/1980, of 8 October, on Insurance Contracts, the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Act 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the Policy period.

DEFINITIONS

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

INSURERS: ERGO SEGUROS DE VIAJE, Sucursal en España, with address at Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid), which assumes the contractually agreed risk; this entity is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany) and the General Directorate of Insurance and Pension Funds of the Ministry of Economy of Spain, in respect of accepted market practices.

POLICYHOLDER: UNIVERSIDAD DE GRANADA, with domicile in Cuesta del Hospicio, s/n 18071 Granada.

INSURED UNDER THIS POLICY: Students in international mobility, incoming and outgoing in mobility and volunteer programs

FAMILY MEMBERS: The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.

INSURED'S DOMICILE: The Insured's address in Spain, except in the event of policies contracted for incoming journeys.

INCOMING: Any type of travel when the destination is Spain, when the Insured's habitual place of residence is abroad. For the purposes of the provisions of the covers and the indemnity limits described in each cover, the insured's address is the habitual places of residence in the different countries of origin, which means that, provided that the word Spain appears, this will be understood as the INSURED'S country of origin. The assistance covers will be valid only at a distance of more than 20 kilometres from the INSURED'S normal place of residence or address, in their country of origin.

BENEFICIARY: The physical person or legal entity that, following the previous assignment of rights by the INSURERS, holds the right to the indemnity.

LUGGAGE: All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport.

FIRST RISK INSURANCE: The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.

PREEXISTING DISEASE: A disease that, prior to the contracting of the insurance and/or the date of commencement of the trip, was diagnosed, under treatment, under study even though no definitive diagnosis has been reached, or because of its characteristics or symptoms, could not have gone unnoticed.

ACCIDENT: An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or disability or in death.

PERMANENT DISABILITY: Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these General Conditions, to the extent that the medial experts assigned to the case in accordance with the law do not believe that recovery is likely.

EPIDEMIC: Illness that spreads at the same time and within a same country or region to a large number of people.

PANDEMIC: Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.

PREMIUM: The price of the insurance. It will include the legally applicable taxes.

SUM INSURED: The amount stipulated in the General Conditions and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURERS for all the claims during the period of the policy.

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

GENERAL INSURANCE REGULATIONS

1. GEOGRAPHIC SCOPE

The covers provided under this insurance are in force throughout the world, and are valid for some countries or for others, depending on the option indicated in the Policy.

The geographical scope for the Spanish students will be any foreign country, Europe and world.

The geographical scope for foreign students will be Spain

The countries, that during the Insured trip are in state of war, siege, insurrection or armed conflict or of any other type, whether declared or not, are excluded from the coverage of this policy. In his case the Insurer will reimburse the expenses covered, subject to the presentation of the corresponding invoices.

The assistance covers will only be valid as of a distance of more than 30 kilometres from the INSURED'S habitual place of residence

2. EFFECT AND DURATION OF THE CONTRACT

The contract will come into force on September 01 2019

The duration of the contract will be TWO YEARS it will come into force on September 01 2019 and will expired at 24:00 hours on June 01 2020.

Could be renew for a year up to a maximum of nine years by mutual agreement procedure and with two months notification.

3. EFFECT AND DURATION OF THE COVERS

Loss of registration: takes effect at the date of registration.

Rest of cover: come into force on the date that the trip begins and expire when the trip ends, in accordance with the chosen travelling conditions notified by the POLICYHOLDER to the INSURERS.

Go and return trips to the insured's country of residence are covered whenever:

- It concerns students temporarily living abroad.
- It concerns students traveling to their countries of residence due to holidays and that, later return to the country where are temporarily living to finish their studies.

Maximum duration of the stay will be 365 days

4. TRIPS TO RISK / WAR ZONES

Claims for personal injuries or material damage occurring in areas for which there is an existing no-travel recommendation issued by the Spanish Ministry of Foreign Affairs (due to acts of terrorism or natural disasters, for example) at the time that the INSURED enter the area **are not covered**.

If the recommendation is issued once the INSURED are already at the destination, **the insurance will cover such claims for an extended period of 14 days**, as of the date on which the warning is issued. During this period, the INSURERS must be notified of the situation and the INSURED must decide whether they want to leave the area or agree to a policy amendment, which may establish new terms and conditions, as per the INSURERS' criteria.

5. INTERNATIONAL SANCTIONS AND EMBARGOS

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

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

6. PREMIUM PAYMENT

The premium, including the corresponding taxes, will be paid:

- **By each student:** of the Universidad de Granada, eligible to be covered by the insurance policy taken out by the Universidad de Granada. The contract and payment of the insurance policy will be done by the students through the web page and the telepayment for that purpose.
- **By the Universidad de Granada:** that will send files in order to notify the incorporation of Insured persons. The relevant electronic invoices will be submit to the University, based on these notifications.

7. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURERS will subrogate the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

8. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the INSURED'S residence in Spain. If the INSURED have no residence in Spain, the applicable jurisdiction will be that of the Courts and Tribunals of Madrid.

9. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by phone with charge to the Insurer, subject to the presentation of the corresponding invoices. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

9.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal in order to mitigate the consequences.
- b) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, as of the date on which they learn of the loss; the INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- c) The INSURED must provide all relevant evidence that the INSURER may reasonably demand concerning the circumstances and consequences of the claim, so that the covers guaranteed under the policy terms and conditions can be effectively provided.
- d) The INSURED must immediately proceed to ask the corresponding authorities or supervisors (station managers, qualified airliner, shipping or transport representatives, hotel managers, etc) to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record that will be sent to the INSURERS.
- e) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors that have attended to them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURERS will not be able to use the information obtained for any other purpose other than that mentioned above.
- f) If the INSURER establishes a payment guarantee to a third party, and it is subsequently found that the expenses for which the guarantee was established are not covered by the insurance, the INSURED must reimburse the INSURER in the full amount within a maximum period of 30 days from the date on which the INSURERS issue their demand for the same.
- g) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authority of the place in question and substantiate the theft to the INSURERS. If the stolen items are recovered before the indemnity is paid, the INSURED must collect the items and the INSURERS will only be liable to pay for the damage suffered.
- h) In the event of a Personal Liability claim, the POLICYHOLDER, the INSURED or their BENEFICIARIES must not accept, negotiate or reject any claim without the express authorisation of the INSURER.

9.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question. The telephone calls will be free and, in the countries where reverse charging is not possible, the INSURED will be able to recover, upon return, the cost of the calls in question by presenting the substantiating documents.
- b) **The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or administrative characteristics of a certain country.** In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be paid upon their return to Spain or, if necessary, if the Insured is in a country where such circumstances do not arise, the costs that they have incurred and that are covered, will be paid upon the presentation of the respective substantiating documents.
- c) **The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURER medical team. The cover of this Policy does not extend, except in emergency or force majeure accredited cases, to those medical or transportation benefits that the INSURED decided unilaterally appropriate to request and receive by personal choice, without the authorization or knowledge of the INSURER.**
- d) If the INSURED have the right to be reimbursed for a part of a travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the INSURERS. Likewise, where the cost of transporting the insured persons is concerned, the INSURER will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the INSURED.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may be entitled to, and the INSURED are obliged to follow all the required procedures in order to recover these expenses from the corresponding entities and to return any amounts advanced by the INSURER, to the INSURER.

9.3. Loss appraisal or disagreement with the appraisal of the degree of incapacity

- a) The indemnity for material damage will be based on the value of replacing the damaged element as at the date of the loss, with the subtraction of the corresponding depreciation. In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation as at the date of the loss.
- b) If the parties reach an agreement on the amount and form of indemnity, the INSURERS must pay the agreed amount. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

9.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period.

- c) In order to receive the indemnity in the event of death or permanent disability, the INSURED or the BENEFICIARIES, must send the substantiating documents listed below to the INSURERS, as applicable:

c.1 Death.

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

c.2 Permanent Disability.

- Medical incapacity certificate stating the type of disability resulting from the accident.

9.5. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

COVER

1.LUGGAGE

1.1 Material losses

The INSURER cover, up to the amount stipulated in the Policy and subject to the exclusions stated in these Terms and Conditions, the payment of the indemnity corresponding to material loss affecting the INSURED'S luggage, during the trips or holidays taken outside the INSURED'S habitual place of residence, as a consequence of:

- Theft (for these purposes, theft is understood solely as robbery occurring through violence or the threat of violence or intimidation towards people or the use of force on objects).
- Faults or damage caused directly by fire or theft.
- Faults and definitive, total or partial, loss, caused by the transport company.

In cases of stays out of the habitual place of residence lasting more than 90 consecutive days, the luggage will only be covered during the outbound and return journeys from/to Spain.

Valuables are covered up to 50% of the sum insured on the total luggage.

The term "valuables" refers to jewellery, watches, precious metals, furs, paintings, works of art, silver and precious metalwork, unique objects, mobile telephones and their accessories, photo and video cameras and their accessories, radios, sound and image content and reproduction media, as well as their accessories, computer information or material of all types, prototypes and remote-controlled/guided accessories, rifles, including their optical accessories and medical devices.

Furs and jewellery are covered only against theft and only when they have been placed in the hotel's safe or when the INSURED are carrying them with them.

Luggage left in vehicles is only INSURED if it is inside the boot and the boot is locked. Between 22:00 hours and 06:00 hours, the vehicle must be parked in a closed car park, with a security guard service; this limitation does not apply to vehicles entrusted to a transport company.

Valuables left inside the boot of a vehicle are only covered when the vehicle is parked in a garage or car park with a security guard service. The pro rata condition of average is expressly deleted in respect of claims under this cover, which will be paid at first risk.

EXCLUSIONS

This cover does not extend to:

- The stocks and materials for professional use, coins, bank notes, travelling tickets, stamp collections, titles of any type, ID documents and, in general, any documents and/or valuable titles, credit cards, tapes and/or discs with memory, documents registered in magnetic strips or films, professional collections and materials, prostheses, glasses and contact lenses. For these purposes, personal computers will not be considered as professional material.**
- Theft, unless it occurs inside the hotel rooms or apartment when these are locked (for these purposes, theft is understood as robberies occurring as a result of the INSURED'S inattentiveness, without the circumstance of personal violence or intimidation towards people or the application of force on objects).**
- The damage due to normal or natural wear and tear, inherent vice and/or inadequate or insufficient packaging. The damage due to gradual deterioration caused by the effects of the weather.**
- The loss resulting from the simple misplacement of an element or as a result of forgetfulness, unless the element was lost after being entrusted to a transport company.**
- Theft occurring during any camping trip or when staying in a caravan in the open-air; all valuables are completely excluded if lost during any form of camping whatsoever.**

- f) The damage, loss or theft, resulting from the valuables and personal possessions being left in a public or unsecured place or in a place with access for various occupants.
- g) Injuries, unless they are the result of an accident caused during travel, resulting from simple theft or theft with forced entry, armed aggression, fire or the attempt to extinguish a fire.
- h) Damage or loss caused directly or indirectly by war, civil or military upheavals, popular rebellion, strikes, earthquakes and radioactivity.
- i) Damage caused intentionally by the INSURED or due to severe negligence by the INSURED and the damage caused by leaks of liquid contained inside the luggage.
- j) All powered vehicles, including their parts and accessories.

2. ACCIDENTS

The INSURERS guarantee, up to the limit established in the Particular Conditions and subject to the exclusions stipulated in these General Conditions, the payment of the indemnities that, in the event of death or permanent disability, may correspond as a consequence of the accidents suffered by the INSURED during their participation in the training activities organized by the University Centre, as well as during go and return trips from their places of residence to the Centre where lessons are held

Covers does not extend to persons aged over 70. Minors aged under 14 years are covered for the risk of death only up to the sum of € 3,000.00, or up to the limit established in the Particular Conditions, if this is less, for the burial costs and, for the risk of Permanent Disability, up to the sum established in the Particular Conditions.

For Sports Science students, exclusion point f) is automatically cancelled provided that the sports practices carried out by them are within the provisions of their study curriculum.

2.1 Definitions:

Accident: An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or disability or in death.

Death due to Accident: if as a consequence of an accident covered by the policy, the INSURED'S death occurs, immediately or within a period of one year from the date of occurrence, the INSURER shall pay the beneficiary the compensation specified in these Conditions.

Permanent Disability: Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these I the paragraph 2.2 below, to the extent that the medial experts assigned to the case in accordance with the law do not believe that recovery is likely.

2.2 Cover and amount insured

In the event of death due to an accident	Up to the limit established in the particular conditions
In the event of permanent disability	Up to the limit established in the particular conditions
In the event of permanent partial disability	According to the scale

For the purposes of evaluating the corresponding degree of disability, the following scale will be followed:

Loss of or inability to use both arms or both hands, or one arm and one leg, or one hand and one foot, or both legs, or both feet, total blindness, complete paralysis or any other injury that will incapacitate the affected party for the purposes of working:	100%
An arm or a hand	60%
A leg or a foot	50%
Complete deafness	40%
Movement in the thumb or index finger of the hand	40%
Loss of sight in one eye	30%
Loss of thumb	20%
Loss of index finger	15%
Deafness in one ear	10%
Loss of any other finger	5%

In any cases not referred to above, such as partial losses, the degree of disability will be stipulated in proportion to its severity in comparison with the types of disability listed above. In no event may it exceed total and permanent disability.

- The degree of disability must be definitively established within a year as of the date of the accident.
- For the purposes of appraising the effective disability of an affected limb or organ, the INSURED'S professional situation will not be taken into account.
- If, before an accident, the INSURED already had some form of injury or disability, the disability caused by the accident in question will not be classified as having a greater degree of severity to that which would result if the victim were not to have any form of previous injury or disability.
- Total and permanent functional inability in a limb is considered as the total loss of the same.

2.3 Beneficiaries:

In the event of permanent disability, due to an accident, the INSURED will be the beneficiary of the insurance.

In the event of the death of the INSURED, due to an accident, and in the absence of express designation by this person, the exclusive order of presence set out below shall govern:

1. Spouse not legally separated or the civil partner. The existence of a civil partner shall be established by certification of the entry in any of the specific registries that exist in the autonomous regions or councils in the place of residence or through a public document attesting the establishment of this partnership.
2. Children or descendants, natural or adopted, as well as those children who are under the protection of the INSURED in pre-adoptive foster care, all of them equally
3. Parents or ascendants equally
4. Siblings equally.
5. Legal heirs.

Therefore, it is expressly agreed that the POLICYHOLDER waives the right to designate the beneficiary for the receipt of the benefits from this contract, permanently granting this with all its powers to those Insured under this policy.

By this very fact, the revocation of the designation of beneficiaries, previously made, will correspond to those Insured.

The Policyholder hereby declares that they are expressly aware that **the maximum indemnity for a loss will in no case exceed € 3,000,000.00**, regardless of the number of affected INSUREDS.

EXCLUSIONS

This cover does not extend to:

- a) Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, illnesses affecting the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness that reduces the physical or psychological capacity of the INSURED.
- b) Personal injuries that occur as a consequence of participation in criminal actions, provocations, fights (except in the case of legitimate defence) and duels, imprudent actions, bets or any risky or reckless activity and the accidents suffered as a consequence of war, even if it has not been officially declared, social upheaval, earthquakes, flooding and volcanic eruptions, acts of terrorism and, in general, all accidents which, due to their cause, would fall under the purview of the Insurance Compensation Consortium.
- c) Illnesses, hernias, lumbago, heart attacks, intestinal obstructions, complications involving varicose veins, poisoning or infections whose direct and exclusive cause is not an injury covered under the insurance policy. The consequences of surgical operations or unnecessary treatments for curing the accidents suffered and those corresponding to a person's personal care.
- d) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- e) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic with no physical effort required or intellectual nature.
- f) Accidents that result in the practice of sports competitions, official or private, training, testing and bets, as well as practice as an amateur of high risk sports, such as mountaineering, climbing, cave exploration, skiing, surfing, motocross, speed or endurance racing, flying or aeronautical trips, motorless flight, gliding, polo, fighting or boxing, rugby, underwater fishing, parachuting or any other activities with similar levels of risk, except for Sports Science students, whenever the sport practices are included in their curriculum.
- g) Any person who causes a loss intentionally will be excluded from benefiting from the covers provided by this policy.
- h) The situations that worsen an accident that occurred before the formalisation of the policy are not included.
- i) The losses that are caused by radiations from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics

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

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29th October, the policyholder of an insurance contract of those that must by law incorporate a surcharge for the abovementioned Public Corporate Body, has the right to contract cover for extraordinary risks with any Insurer that fulfils the requirements established in the legislation in force.

The indemnities derived from losses caused by extraordinary events in Spain or abroad, when the insured's habitual place of residence is in Spain, will be paid by the Insurance Compensation Consortium, provided the policyholder has made the corresponding additional payments to this body and any of the following situations occur:

a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurer.

b) That, even if the risk is covered by the insurance policy, the obligations of the Insurer cannot be fulfilled because the insurance company has been declared bankrupt by a court or subject to a process of audited settlement or absorbed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will proceed as stipulated in the abovementioned Legal Statute of Law 50/1980, of 8th October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20th February and in all other applicable regulations.

SUMMARY OF THE LEGAL REGULATIONS

1. Covered extraordinary events.

- a) The following risks of nature: earthquakes and seaquakes, extraordinary flooding, including coastal storms; volcanic eruptions, atypical cyclonic tempests (including extraordinary wind storms with speeds of more than 120 km/h and tornados) and falling astral bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and social upheaval.
- c) Events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

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

2. Excluded risks.

- a) Those that would not be indemnified according to the Law on Insurance Contracts.
- b) The risks affecting people insured with insurance contracts not legally requiring an additional payment to the Insurance Compensation Consortium.
- c) Those caused by armed conflicts, even if no official declaration of war has been made.
- d) Those deriving from nuclear energy, notwithstanding the provisions of Act 12/2011, of 27 May, on general liability for nuclear damage or damage caused radioactive materials.
- e) The risks caused by natural phenomena other than those stated in section 1.a) above and, in particular, those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are clearly caused by the effects of rainwater which, in turn, has caused an extraordinary flood in the area and these events occur at the same time as the flooding.
- f) Those caused by upheavals occurring during public meetings and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of 15th July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events such as those set out in section 1.b) above.
- g) Those caused by the insured in bad faith.
- h) Those corresponding to losses occurring before the payment of the first premium or when, in accordance with the provisions of the Law on Insurance Contracts, the cover provided by the Insurance Compensation Consortium is annulled or the insurance is rescinded due to non-payment of the premiums.
- i) The events that are declared by the Government of the Nation to be “national catastrophes or calamities”, due to the scale and severity.

3. Extension of the cover.

1. The scope of the cover for extraordinary risks extends to the same people and sums insured as established in the insurance policy for the coverage of the ordinary risks.

2. In Life insurance policies which involve an actuarial mathematical provision, in accordance with the provisions of the contract and in accordance with the regulations on private insurance. The cover provided by the Insurance Compensation Consortium will correspond to the capital at risk for each insured, in other words, the difference between the sum insured and the mathematical provision that, in accordance with the abovementioned regulations, the issuing insurers must have established as reserve. The sum corresponding to the stated mathematical provision will be paid by the above mentioned insurer.

NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM.

- 1. The request for an indemnity for damage which should be covered by the Insurance Compensation Consortium shall be made by means of a notification to the Consortium by the policyholder, the insured or the beneficiary of the policy, or by any person acting on behalf of any of the former, or by the insuring entity or insurance broker with which the insurance was arranged.
- 2. Claim/damage notifications and requests for information concerning the procedure and the status of claims, may be made:
 - By calling the Insurance Compensation Consortium's Helpline (900 222 665 or 952 367 042).
 - Using the Insurance Compensation Consortium's website (www.consorseguros.es).

3. Damage appraisal: The valuation of the damage that is considered to be indemnifiable in accordance with the laws on insurance and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium; any valuations made, where applicable, by the insuring entity that may cover ordinary risks, shall not be binding to the Insurance Compensation Consortium.
4. Payment of the indemnity: The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the insurance by bank transfer.

3. ASSISTANCE

24-Hour permanent personal assistance service that the INSURERS provide to the INSURED.

For Sports Science students, exclusion point d) is automatically cancelled provided that the sports practices carried out by them are within the provisions of their curriculum.

3.1 Medical, surgical, pharmaceutical or hospitalisation costs

The INSURERS will pay, up to the limit established in the Particular Conditions, the medical and surgical costs, pharmaceutical costs, hospitalisation and ambulance costs that the INSURED may require during the trip, as a consequence of an illness or accident occurring during the trip.

In cases of life-threatening urgency as a result of an unforeseeable complication of a chronic or pre-existing illness, the INSURER will only pay the cost of a first emergency health care within the first 24 hours, from the beginning of the medical care in the medical centre or hospital.

In case of theft of the luggage that contains the medicines that the INSURED was using for the treatment of their chronic or pre-existing illness, the INSURER pay, up to a maximum of 150.00 €, the expenses of a first medical visit to obtain the corresponding recipe.

In any case, dental costs will be limited to € 150. Covering the dental expenses that require emergency treatment (cures, extractions, teeth cleaning and conventional plain radiography), due to the appearance of acute problems, such as infections, pain, trauma, or following an accident (emergency dental treatment need to be applied to natural teeth).

If this policy has been contracted for incoming trips and this has been stated in the Particular Conditions, the limits mentioned in the cover for medical costs will be applied inversely.

3.2. Costs incurred in the continuance of a stay in a hotel

If the INSURED are ill or have suffered an accident and cannot return on the pre-established date, provided that this is in accordance with the INSURERS' medical team, after contacting the doctor attending the INSURED, the INSURERS will pay the costs that were not initially foreseen by the INSURED resulting from the continuance of their stay at the hotel, up to a maximum of 10 days and up to the total limits and limits per day established in the Particular Conditions.

3.3. Repatriation or medical transport of the injured or ill

In the event of an accident or illness suffered by the INSURED, the INSURERS will pay the cost of transporting the affected party to the nearest hospital that has the required facilities or to the party's habitual place of residence.

Likewise, the INSURERS' medical team, in contact with the doctor attending to the INSURED, will ensure that the health service provided is adequate.

If the INSURED have to be checked into a hospital far from their habitual place of residence, the INSURERS will pay for the cost of transporting the affected party to their address, when this becomes possible.

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the medical transport of the party may be postponed for enough time for the severity of the problem to be overcome and until it is possible to transfer the patient, in better medical conditions. **Only and exclusively in Europe and the Mediterranean countries, a specially prepared aeroplane may even be used**

3.4. Repatriation or transport of the deceased

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin or ash case in case the incineration of the deceased had been requested, from the place of death to the place of burial in Spain.

The INSURERS will also pay for the transportation of the remaining INSURED who were on the trip to their respective places of residence in Spain if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

3.5. Transportation of a companion in the event of hospitalisation

If the INSURED are hospitalised and it is expected that they will be in hospital for more than 3 days, the INSURERS will provide a return ticket to a member of the INSURED'S family, from their habitual place of residence, so that they may accompany the INSURED. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

3.6. Accommodation for the companion

If the INSURED is hospitalised and must remain so for more than 3 days, the INSURERS will pay the hotel accommodation costs for the member of family acting as the INSURED'S companion, or, alternately, the costs of the stay of the person that was travelling with the INSURED, also covered by the policy, to accompany the hospitalised INSURED, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Particular Conditions. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

3.7. Return of the INSURED due to death of a non-INSURED family member

In the event that the INSURED have to cut short their trip, due to the death, at their habitual place of residence, of their spouse or de facto partner, as recorded in an official local, regional or national registry office, or of one of their descendents or ancestors, at the first and second removes (parents, children, grandparents or grandchildren), or of a brother or sister, or brother-in-law or sister-in-law, the INSURERS will pay the costs of transporting the INSURED to the place of burial in Spain and, if applicable, of a return ticket to the place where they were at the time of the death, or two return tickets if there is another companion that is also covered by the insurance. This cover also applied when the deceased person holds any of the family relationships stated in the definition for "FAMILY MEMBERS" with the spouse or de facto partner of the INSURED.

3.8 Urgent conveyance of medication not existing abroad.

If the Insured travelling abroad should have a medication that cannot be get there, the Insurer will find and send it using the fastest means available, and in compliance with the current local regulation. The cases of abandonment of the manufacture of the medication and its unavailability in the usual channels of distribution in Spain are excluded. The Insured will refund the Insurer the cost of the medication by submitting the relevant invoices.

3.9. Transmission of messages

The INSURERS will pay for the cost of transmitting any urgent messages that the INSUREDS require, as a result of any of the situations covered under this policy.

3.10 Escort of mortal remains.

If there is no companion available to transport the deceased INSURED'S mortal remains the INSURERS will provide the person designated by the INSURED'S family members with a return ticket to accompany the body.

If the death occurs abroad, the INSURERS will pay, in addition, the accommodation costs for the family member, or another person, already displaced travelling with the deceased INSURED and appointed by the Insured's family as the companion for the corpse, up to a maximum of ten days and up to 100€ per day.

EXCLUSIONS

This cover does not include:

- a) The covers and services that have not been requested from the INSURERS and that have not been provided, through or with their agreement, except in cases of force majeure or of proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED, as well as any service or medical assistance that the insured request when it is accredited that they carried out the trip with the purpose of being treated for their illness at the place of destination and to be charged against the policy and the INSURER.
- c) The losses caused in the events of war, pandemics, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents that result in the practice of sports competitions, official or private, training, testing and bets, as well as practice as an amateur of high risk sports, such as mountaineering, climbing, cave exploration, skiing, surfing, motocross, speed or endurance racing, flying or aeronautical trips, motorless flight, gliding, polo, fighting or boxing, rugby, underwater fishing, parachuting or any other activities with similar levels of risk, except for Sports Science students, whenever the sport practices are included in their curriculum.
- e) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- f) Rescue operations from mountains, sea or desert.
- g) Excluding those stated in point 3.1 of these Clauses, the illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring during the execution of manual labour.
- i) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Costs incurred in any type of prosthesis.
- l) Childbirth.
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- n) Periodic, preventive or paediatric medical checks.
- o) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health.
- p) Pandemics

- q) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.
- r) Medical transport and/or repatriation in specially prepared aeroplane, except in Europe and Mediterranean countries.

4. PRIVATE LIABILITY

4.1. Personal Private Liability

The INSURERS will pay, up to the limit stipulated in the Particular Conditions, the indemnities that, in accordance with articles 1.902 to 1.910 of the Civil Code, or similar regulations established in other countries' legislations, the INSURED will be obliged to pay, in their capacity as a private and civilly liable party, for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip. The following parties will not be considered third parties for these purposes: the POLICYHOLDER, the rest of the INSURED under this policy, their spouses or de facto partners, duly recorded as such in an official local, regional or national registry office, descendants and ancestors or any other family member that resides with any of them, or any business partners, employees or any other person who de facto or de jure depends on the POLICYHOLDER or the INSURED, when acting within the sphere of the dependence in question.

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

EXCLUSIONS

This cover does not extend to:

- a) Any type of Liability that corresponds to the INSURED for driving powered vehicles, aeroplanes and watercraft, or for the use of firearms.
- b) General Liability derived from any type of professional, trade union-related, political or associative activity.
- c) Any fines or sanctions imposed by the Courts or authorities of any nature.
- d) Liabilities resulting from the practice of the sports activities listed in group D of the DEFINITIONS section.
- e) The damage to objects entrusted, for any purpose, to the INSURED.

5. PECUNIARY LOSS

5.1 Loss of classes / Reimbursement for inability to attend class

If, as a consequence of an illness or accident, the INSURED were to be hospitalised for a period at least 5 days, the INSURERS will pay an indemnity, up to the limit established in the Particular Conditions.

5.2 Loss of registration

Once the registration has been paid, should the Insured cannot attend the course due to an illness or accident happened after taking out the insurance policy, The Insurer will refund the registration cost up to the limit established in the General Conditions.

In any case the Insurer medical team will establish if the illness or accident is as serious to avoid following the course. Just the registration cost will be refund, any other cost is excluded (as stay, transport costs, etc...)

EXCLUSIONS

This cover does not extend to pecuniary loss due to illness or accidents resulting from:

- a) Beauty treatments, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations, voluntary interruption of pregnancy, alcoholism, drug and narcotic use, except in case of being prescribe by a doctor and be taken in the proper way.
- b) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days. Chronic or pre-existing illness and their consequences.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance.
- d) Participation in bets, contest, competitions, duels, crimes or fights, unless exercised in legitimate defence.
- e) Epidemics, pandemics, medical quarantine, pollution, natural disaster, whatever in the original country as well as the destination country.
- f) War and civil war, even if it has not been officially declared, social upheaval, terrorism, radioactivity and conscious contravention of official prohibitions.
- g) The losses caused as a result of fraud by the INSURED. Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.

ADDITIONAL PROVISIONS

In fulfilment of the provisions of article 96 of Act 20/2015, of 14 July on the organisation, supervision and solvency of insurers and reinsurers, as well as the implementing regulations, you are hereby informed:

-That this Entity shall publish a report on its financial situation and solvency every year, as per the contents, forms and timeframes required for such publications and determined in the implementing regulations of the Law on the organisation, supervision and solvency of insurers and reinsurers.

-That Spanish legislation shall not apply in case of liquidation of the insuring entity.

PERSONAL DATA PROTECTION

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

WHO PROCESSES YOUR PERSONAL DATA?

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

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

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

To comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as (ii) the contracted insurance policies, by way of the adoption of automated decisions or by way of the creation of minimum profiles or studies in relation to each trip in order to establish the price of the insurance policy, or (iii) to respond to your requests for the contracting of said policies. (iv) Furthermore, your personal data is also processed in order to render your personal data anonymous in order to comply with the solvency obligations imposed under applicable regulations.

To notify you of our offers, to enhance the quality of our services and to provide you with a personalised service, provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section "profiles"), (iii) update your personal data and enhance said information with public data for commercial purposes and for the provision of enhanced customer services, (iv) or to create behavioural models through "pseudonymised" and anonymous data, that also enables us to adjust our services to your needs and interests at all times.

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. Furthermore, the additional data processing of your personal data is carried out, if you are a customer or if you have accepted our data protection policy, based upon your consent, that you are able to revoke at any time whatsoever without any detriment whatsoever, or upon legitimate interests, considered in relation to your right to privacy. The foregoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Furthermore, the suppliers or providers of any service shall also receive your personal data, however the foregoing shall always be subject to contracts and guarantees, in accordance with the models approved by the data protection authorities. Our suppliers and providers of services include certain related-party companies, such as the travel assistance services of "DKV SERVICIOS, S.A.", and of "EURO-CENTER HOLDING, S.E." and "EURO-CENTER MADRID, S.A.", a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong.

On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, exclusively as restricted information (that is to say, available to the corresponding authorities and in the legal interests of the company) shall be the minimum necessary data in relation to the operations and transactions carried out in order to act in relation to any claim, until the time-barring thereof. Normally the applicable periods are that of 10 years for the Prevention of Money Laundering Act, if applicable, and that of 5 years in order to manage the claims pursuant to travel insurance policies that include personal injuries to natural persons. After the foregoing periods have elapsed, the data shall be completely deleted and cancelled.

If you are not a customer and you have forwarded us an application for the contracting of an insurance policy, we shall store your personal data during the period in which the offer that has been provided to you remains valid, or, if no period of validity has been established, then for the legally applicable term.

WHAT ARE MY RIGHTS?

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

You may exercise your rights by forwarding us a letter together with a copy of your D.N.I. (National Identification Document), or equivalent official identification document, with the subject "PROTECCIÓN DE DATOS" to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, Spain, or by way of email: dpd@ergo-segurosdeviaje.es

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

CUSTOMER SERVICES

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a **Customer Service Department**, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's **Customer Services Department**, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@ergo-segurosdeviaje.es

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works.

Claim refers to the claim presented by the insureds with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.