



# SPECIFIC CONDITIONS OF THE POLICY

<b>POLICY No:</b> 55-1131631	<b>POLICYHOLDER::</b> UNIVERSIDAD DE GRANADA	<b>Tax ID number /</b> <b>VAT number</b>
	CUESTA DEL HOSPICIO S/N	Q1818002F
	18071 - GRANADA (GRANADA)	

<b>EFFECT OF THE INSURANCE:</b> 30/11/15	<b>DURATION:</b> ANNUAL EXTENDIBLE	<b>PAYMENT METHOD:</b>	MONTHLY
<b>EXPIRY OF THE INSURANCE:</b> 31/05/18			
<b>BROKER:</b> 01-40593 - AON GIL Y CARVAJAL S.A.			

## **TRAVEL ASSISTANCE INSURANCE TO THE PEOPLE "STUDENTS"**

### **PREMIUMS:**

#### **Total bill per person and trip:**

Foreign Students in Spain: €17  
Spanish Students in Europe: €17  
Spanish Students in the World: €17  
Spanish Students in USA: €17  
Foreign Students in Spain Sports Science: € 51  
Spanish Students in Europe Sports Science: € 51  
Spanish Students in World (except USA) Sports Science: € 51  
Spanish Students in the USA Sports Science: €51

Art.	Basic cover	Limits
7.1	Medical and health care Dental costs	€60,000 €100
7.2	Repatriation or medicalised transportation of ill or injured persons.	Full cost
7.3	Convalescence in hotel	€1,000
7.4	Repatriation or transportation of a deceased Insured	Full cost
7.5	Early return due to death of a family member	Full cost
7.6	Theft and damage to luggage	€300
8.4	Transport of a relative in the event of hospitalisation Cost of stays abroad	Full cost €1,000
8.13	Transmission of urgent messages	ARAG service
8.14	Shipment of medicaments abroad	Full cost
8.21	Missing classes	€1,200
8.22	Loss of registration fee	€1,800
	Personal accidents	€60,000
	Private civil liability	€60,000



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The following additional increase will be applied to the premium specified above when the limits for coverage of the following guarantees are increased:

### Medical and health care abroad

<u>Limit of cover</u>	<u>Ambit</u>	<u>Increase in price of insurance</u>
+\$100.000	World (except USA)	15,00 €
+\$100.000	World (only USA)	5,00 €

### Medical and health care abroad Sports Science

<u>Limit of cover</u>	<u>Ambit</u>	<u>Increase in price of insurance</u>
+\$100.000	World (except USA)	45,00 €
+\$100.000	World (only USA)	15,00 €

**SPORTS ACTIVITIES:** Activities included in the subject "Sports Sciences" in the course in which the student is enrolled.

**Letter f) of the article 8 (Exclusions) shall be modified in the following way:**

**f) Any injury and illness deriving from the Insured's participation in sport's bets or competitions, the professional practice of any type of sport, the practice of any type of sport other than those expressly covered by this policy, skiing and any other type of winter sport, and the rescue of persons at sea, in mountain areas or in desert areas.**

**THE OBJECT OF THIS INSURANCE POLICY COMPRISES ALL OF THE ITEMS INCLUDED IN THE GENERAL CONDITIONS OF THE POLICY WITH THE EXPRESSED LIMITS.**

**INSURED:** The individual listed in the Particular Conditions who, in the absence of the Policyholder, accepts the obligations deriving from the Contract.

In the case of insured persons taking the "Science of Sport" course, the person taking out the insurance policy should make a separate declaration.

**TERRITORIAL SCOPE:** The coverage area for Spanish students is abroad (Europe and the World), and for foreign students it is Spain.

**When the Insured is on board any type of land, sea or air vehicle (sic), the Insurer will not be obliged to provide any type of service, which will be provided as soon as the Insured is found on dry land.**

**This Policy excludes any countries which during the Insured's journey or stay are in a state of war or siege, insurrection or armed conflict of any class or nature, even when they have not been officially declared, and any which specifically appear in the bill or the Particular Conditions.**



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**It is expressly agreed that the obligations of the Insurer arising from the coverage of this Policy end the instant the Insured has returned to their usual address, or has been admitted to a health centre situated 25 km at the most from the aforementioned address (15 km in Balearic Islands and Canary Islands).**

**NOTIFICATION OF JOURNEYS:** The Policyholder shall provide ARAG with all the data related to the travellers (names, destinations, duration of the journey) before the start of the journey. Similarly, the Policyholder shall provide ARAG with all documents regarding the Insured under this contract, in order for the Insurer to verify the accuracy of the travellers' details provided by the Policyholder.

In order to ensure that the customers of the Policyholder, who will be Insured under this Policy, are aware of the guarantees covered by this insurance, ARAG will deliver documentation for distribution by the Policyholder to its customers. These will be the only valid documents certifying them as being Insured hereunder.

The Policyholder will include the start and end date of each trip on all Vouchers distributed.

**PAYMENT OF PREMIUMS TO ARAG:** The person taking out the insurance will set up a premium deposit and will regularise this premium at the end of every annual payment period.

**PROVISION OF SERVICES:** The services hereunder will be provided through the organisation **ARAG S.E., SUCURSAL EN ESPAÑA.**

To ensure the urgent provision of services, **ARAG** will provide the Insured with documentation attesting to the Insured's rights as a holder, as well as emergency instructions and phone number.

**ARAG's** phone number is **93 300 10 50** if the call is made from Spain and **34 93 300 10 50** if it is made from abroad. Callers can reverse the charges.

**- The Policyholder is aware of and expressly accepts the clauses limiting this policy and states that it has received the General Conditions together with this document.**

### INFORMATION TO THE INSURED

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

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring its activity. It is authorised to operate in Spain under the provisions of the right of establishment via its Spanish office ARAG SE, Sucursal en España, with Tax ID number W0049001A and registered address in Barcelona at Roger de Flor 16; it is listed in the Administrative Record of the Directorate-General for Insurance and Pension Funds under reference E-210.

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

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



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

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

- For modifications to and/or enquiries about the policy contracted please call 93 485 89 07 – 91 566 16 01 or send an e-mail to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For complaints concerning the company, ARAG SE, Sucursal en España has a Customer Services Department (Roger de Flor, 16, 08018 - Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)) to attend to and resolve complaints by Policyholders in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- If the claimant disagrees with the decision of the Customer Service Department, or if two months have elapsed and no reply has been received, the claimant may contact the Claims Service of the Directorate-General for Insurance and Pension Funds, (Paseo de la Castellana, 44, 28046 Madrid, website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and Telephone 902 19 11 11).

- You can access the Report on the financial situation and solvency of the insurer at <https://www.arag.com/company/financial-figures>.

- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose throughout the duration of the Contract,

ISSUED IN BARCELONA, May 24, 2017

For the Company  
P.P.

THE POLICYHOLDER

CEO  
Member of GEC

### INFORMATION ON DATA PROTECTION

The Policyholder gives permission for any personal information that may appear in this Policy to be included in the files of ARAG S.E., Sucursal en España. The purpose of processing this data is to facilitate the establishment and development of the contractual relationship between the Policyholder and the Insurer.

The personal information provided may be disclosed to other insurance companies or public authorities related to the insurance sector for statistical purposes, fraud detection and prevention, or risk co-insurance or reinsurance.



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The Policyholder's consent to the aforementioned processing is indispensable for the formalisation of the contractual relationship referred to herein.

The Policyholder may exercise the right to access, oppose, correct and cancel any such information with the Insurer, under the terms of applicable data protection laws, addressing any such notifications to the Company at c/ Roger de Flor, 16 - Barcelona (08018).

The Policyholder also authorises ARAG S.E., Sucursal en España, to process his/her details in order to send information on other insurance products marketed by ARAG S.E., Sucursal en España and/or INTERLLOYD VERSICHERUNGS-AG, Sucursal en España, and the legal services marketed by ARAG Services Spain & Portugal S.L.

This information may be sent electronically or by any other means of communication. The Policyholder also authorises ARAG S.E., Sucursal en España, to provide his/her details for the same purpose to INTERLLOYD VERSICHERUNGS-AG, Sucursal en España and to ARAG Services Spain & Portugal S.L.

If you do not wish to receive promotional information or allow your personal information to be disclosed under the above terms, please indicate this by checking this box: ☐

Your refusal to authorise the aforementioned use of your data will not prevent the formalisation of the contract.

Should this Policy include data relating to individuals other than the Policyholder, the Policyholder should inform them in advance of the particulars set out in the preceding paragraphs.



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### **TRAVEL ASSISTANCE INSURANCE TO THE PEOPLE "STUDENTS"**

#### **Introduction**

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

#### **Definitions of interest**

##### **Insurer**

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

##### **Insurance Policyholder**

The natural or legal person with whom the Insurer subscribes this contract, and to whom the obligations deriving here from correspond, with the exception of those which by their nature are to be fulfilled by the Insured.

##### **Insured**

The natural person specified in the Specific Conditions who, in the absence of an Insurance policyholder, assumes the obligations deriving from the contract.

In the case of the insured parties that take the subject "Sport Science", a separate declaration must be carried out by the policyholder.

##### **Family**

Spouse, de facto partner, or person who lives with the Insured as such, parents, parents-in-law, children or brothers or sisters of the Insured.

##### **Policy**

The contractual document containing the Conditions Governing the Insurance. The General Conditions, the Specific Conditions that itemise the risk, and the supplements or appendices issued as addenda or modifications to the document form an integral part hereof.

##### **Premium**

The price of the insurance. The receipt shall also contain any loadings and legally applicable taxes.

#### **General Conditions**

##### **1. Object of the insurance**

With this Travel Assistance insurance contract, while travelling within the territorial limit covered, the Insured shall be entitled to the different assistance services that comprise the traveller's protection system.



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The cover actually subscribed will in all events be indicated in the Specific Conditions of the policy.

### 2. Insured

The Holder of the insured interest, or the natural persons listed in the Specific Conditions, if a Group Policy.

### 3. Validity period

In Provisional Policies the term shall be that specified in the Specific Conditions.

### 4. Territorial limit

The warranties described in this Policy are valid for events that take place in Spain, in Europe or anywhere in the world, in accordance with the specifications in the Specific Conditions.

The Medical and Health Assistance cover described in article 7.1, will be applicable when the Insured is located over 100 km from his or her usual home address.

The other services covered by this Policy shall take effect when the Insured is over 20 km from his or her normal abode.

### 5. Payment of premiums

The Insurance Policyholder shall be obliged to pay the premium on perfection of the contract. Subsequent premiums must be settled when they fall due.

If in the Specific conditions no other place is specified for payment of the premium, it is to be paid at the home address of the insurance Policyholder.

In the event of non-payment of the premium, if it is the first annual payment, the effects of the cover shall not begin and the Insurer may cancel the contract or demand payment of the agreed premium. Failure to pay subsequent annual premiums within one month of their due date shall lead to the suspension of the cover under the policy. In all events, the cover shall take effect at midnight on the day on which the Policyholder pays the premium.

### 6. Information on the risk

The Policyholder has the duty to declare to ARAG, before the Contract is signed, any circumstances known to him/her that may affect the assessment of the risk, according to the questionnaire provided. The Policyholder will be exempt from this duty if ARAG does not provide a questionnaire or when, even if this is provided, there are circumstances that may affect the risk assessment which are not contained in it.

The Insurer may rescind the Contract after one month from the date on which it comes to their attention that the declaration by the Policyholder contains inaccurate information or that information has been withheld.

During the validity of the contract, the Insured person must communicate to the Insurer, as soon as possible, any alteration in the factors and circumstances declared in the questionnaire referred to in this article that could aggravate the risk and are of such a nature that, if they had been known to the Insurer when the contract was being drawn up, the latter would not have entered into the contract or would have applied more onerous conditions when doing so.



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If ARAG is made aware of the increased risk, it may, within one month, propose a modification of the Contract or proceed to its cancellation.

If there is a reduction in the risk, the Insured is entitled to a proportional reduction in the amount of the premium, with effect from the following annuity.

### 7. Cover

**SPORTS ACTIVITIES:** Activities included in the subject "Sports Sciences" in the course in which the student is enrolled.

**Letter f) of article 8 (Exclusions) shall be modified in the following way:**

**f) Any injury and illness deriving from the Insured's participation in sport's bets or competitions, the professional practice of any type of sport, the practice of any type of sport other than those expressly covered by this policy, skiing and any other type of winter sport, and the rescue of persons at sea, in mountain areas or in desert areas.**

**In the event of an accident covered by this Policy, as soon as ARAG has been notified following the procedure set forth in Article 11, it shall guarantee the provision of the following services:**

#### 7.1. Medical and health assistance

ARAG shall be responsible for the costs relating to the intervention of health professionals and establishments required to care for the sick or injured Insured.

The following services are expressly included, although this list is not exhaustive:

- a) Attention by emergency medical teams and specialists.
- b) Complementary medical examinations.
- c) Hospitalisation, treatment and surgical operations.
- d) The supply of medicines when an in-patient or the reimbursement for the same when the injuries or illness do not require hospitalisation.
- e) The treatment of acute dental problems or, in other words, those that by reason of infection, pain or trauma require immediate attention.

**ARAG assumes the expenses corresponding to these services, up to the limit established in the Specific Terms and Conditions of the Policy. Dental expenses are limited, in all cases, to €100 or the equivalent in local currency.**

#### 7.2. Medical transfer or repatriation of injured or ill persons

In the event of accident or illness affecting the Insured, ARAG shall pay for the following:

- a) Expenses for transfer by ambulance to the nearest hospital or clinic.
- b) Supervision by its Medical Team, in liaison with the physician attending the injured or ill Insured, to determine suitable measures concerning the best treatment to be followed and the most suitable means for eventual transfer to another, more suitable hospital or to the Insured's home address.
- c) Expenses for transfer of the injured or ill person by the most suitable means of transportation to the prescribed hospital or to his or her habitual residence.



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**The means of transportation used in each case is to be decided by ARAG's Medical Team on the basis of the urgency and seriousness of the case. In Europe, a specially outfitted medical aircraft may also be used.**

**Exclusively in Europe, and always according to the criteria of the INSURER's Medical Team, a fully equipped medical aircraft may be used.**

If the Insured is admitted to a hospital not near his home address, ARAG shall be responsible for subsequent transfer to the home address when appropriate.

### **7.3. Convalescence at a hotel**

If the ill or injured Insured person is advised by doctors not to return home, ARAG shall assume the expenses of hotel accommodation resulting from the extension of the stay, **to a maximum of 100 euros per day and for a maximum period of 10 days.**

### **7.4. Repatriation or transfer of the deceased Insured**

In the event of the death of an Insured, ARAG shall arrange and assume the cost of transport of the body to the place where the funeral is to take place in Spain. These expenses will include post mortem preparation in accordance with legal requirements.

**Burial and funeral ceremony expenses are not included.**

ARAG shall arrange for the remaining Insured parties to be returned to their home address when they are unable to do so using the means initially foreseen.

### **7.5 Curtailment due to the death of a family member**

If any of the Insured persons should have to interrupt their trip due to the death of a family member, as defined in the General Conditions of the Policy, ARAG shall pay for return transport by air (economy class) or rail (first class) from the place where he or she is located to the place of burial.

Alternatively, and upon his or her choice, the Insured may opt for two air tickets (economy class) or rail tickets (first class) for travel to his or her normal home address.

### **7.6 Theft and material damage to luggage**

Compensation will be paid for material damages and losses to the luggage or personal effects of the Insured person in cases of theft, total or partial loss attributable to the transport company or damages through fire or aggression occurring during the period of the trip, **up to the maximum to 300€.**

Cameras and photographic, radiophonic, sound or image recording equipment and any accessories, are included to a value of 50% of the sum insured for all luggage.

**This compensation shall always be in excess of and additional to any collected from the transport company and payment thereof requires proof of having received the relevant compensation from the transport company and the itemised list of the luggage and estimated value.**

**Excluded are robbery and simple loss attributable to the Insured him or herself, as well as jewellery, money, documents, items of value and sports and computer equipment.**



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**For the purposes of the above exclusion, the following shall be understood:**

- **Jewellery:** objects in gold, platinum or pearl or precious stones.
- **Valuable objects:** any items in silver, paintings and works of art, any type of collections and fine fur objects.

In order to activate service provision in cases of robbery, it shall first be necessary to present the statement made before the competent authorities.

### **7.7 Visit by a family member in the event of hospitalization**

If the condition of the ill or injured Insured requires his or her hospitalisation for a period longer than five days, ARAG shall make available to a member of the Insured's family or to the person designated by him or her, a return air ticket (tourist class) or a return rail ticket (1st class) so that they accompany the Insured.

If the hospitalisation takes place abroad, ARAG will also pay for the subsistence costs of the companion against presentation of the relevant invoices, **up to 100 Euros per day for a maximum period of 10 days.**

### **7.8 Transmission of urgent messages**

ARAG undertakes to send urgent messages as instructed by the Insured parties as a result of claim events covered herein.

### **7.9 Shipment of medications abroad**

In the event that the Insured, being abroad, needs a medicament that he/she cannot purchase in this place, ARAG will locate it and ship it in the fastest way and subject to local laws. Cases in which the medicament is no longer manufactured or is not available through the usual distribution channels in Spain are excluded.

The Insured must refund to the Insurer the cost of the medicament, on presentation of the purchase bill of the medicament.

### **7.10 Missing classes**

If the Insured student has had to be hospitalised for illness or accident for a minimum of 5 days, ARAG shall compensate with €12 per day as compensation and it will compensate for classes missed with **a maximum of 1,200 euros.**

### **7.11 Loss of enrolment fee**

If, after having paid the registration fee, the Insured cannot attend the course due to serious illness or accident, occurring after taking out this contract, ARAG shall reimburse the amount of the registration fee **up to the amount of €1,800.** However, the Insurance company medical services shall determine if the illness or accident occurring to the Insured is sufficiently serious as to prevent the Insured from carrying out this course of study. The insurance cover is solely and exclusively limited to the reimbursement of the registration fee, excluding any other type of expense (stay, transport, etc.) In all cases, it will be mandatory for this guarantee to be subscribed and notified to ARAG before the start of the course.



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**Specific exclusions from the insurance for loss of registration fee:** Apart from the provisions of Article 8 Exclusions from these General Conditions of the Insurance, the reimbursement of the registration fee is not guaranteed if the causes of the illness or accident are based on the following circumstances:

**A) Cosmetic treatment, treatment of a wound, a flight which is contraindicated, the lack of or contraindication of a vaccination, the impossibility of following the recommended preventive medical treatment in certain destinations, the voluntary interruption of a pregnancy, alcoholism, the consumption of drugs, except when these have been prescribed by a doctor and are consumed according to the prescription.**

**B) Psychiatric, mental or nervous illnesses and non-hospitalised depressions, or one which justifies hospitalisation for less than seven days. Pre-existing chronic illnesses or conditions, and their consequences.**

**C) Illnesses that are being treated or that require medical treatment within the 30 days prior to the date of booking the trip as well as the date included in the Insurance Policy.**

**D) The participation in bets, competitions, duals, crimes, fights, except in cases of legitimate defence.**

**E) Epidemics, pandemics, medical quarantine, pollution and natural catastrophes both in the country of origin as well as the country of destination of the trip.**

**F) War (civil or foreign), declared or not declared, mutiny, popular uprisings, acts of terrorism, all effects of radiation, and deliberate disregard of official prohibitions.**

**G) Malicious acts, intentional self-harm, suicide or attempted suicide**

### **8. Exclusions**

**The arranged cover does not include:**

**a) Acts deliberately caused by the Insured or those involving fraud or gross negligence by the Insured.**

**b) Pre-existing chronic ailments or illnesses and their consequences affecting the Insured prior to the start of the trip.**

**c) Death by suicide or injuries or illnesses caused in the attempt thereof or intentionally self-inflicted by the Insured, and those deriving from a criminal undertaking by the Insured.**

**d) Illnesses or pathological states induced by the ingestion of alcohol, psychotropic substances, hallucinogenic substances or any drug or substance of a similar nature.**

**e) Beauty treatments and the supply or replacement of hearing aids, lenses, glasses, orthoses or prostheses in general, as well as any expenses incurred through childbirth or pregnancy and any type of mental illness.**

**f) Injuries or illnesses resulting from the participation of the Insured in wagers, competitions or sporting tests, skiing or any other type of winter sports or so-called adventure sports, (including rambling, trekking and similar activities), and the rescue of persons at sea, in the mountains or in deserts.**



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**g) Claims deriving directly or indirectly from events caused by nuclear energy, radioactive radiation, natural catastrophes, warlike actions, riots or terrorist acts.**

**h) Any type of medical or pharmaceutical expense less than 9 euros.**

### **9. Limits.**

ARAG shall assume the indicated costs within the specified limits and up to the maximum contracted sum for each case. If the events have the same cause and have occurred at the same time, they shall be considered as a single claim event. ARAG shall be obliged to pay for the service, unless the claim event was caused by the dishonesty of the Insured.

For cover requiring the payment of a cash sum, ARAG is obliged to issue compensation at the end of the investigations and surveys necessary to establish the existence of the claim event. In any event, ARAG shall pay within 40 days from receipt of the claim declaration, the minimum that it may owe, according to the circumstances with which it is acquainted. If, within a period of three months from the occurrence of the claim event, ARAG has not paid said compensation for reasons that are not substantiated or are attributable to it, the compensation shall increase by a percentage equivalent to the legal interest on the money at that time, plus 50%.

### **10. Notification of a claim event**

At the occurrence of a claim event which may give rise to the services covered, the Insured must without exception contact the emergency telephone service provided by ARAG, indicating the name of the Insured, the policy number, the place and telephone number where he is, and the type of assistance needed. This call may be made via reverse charge.

### **11. Additional provisions**

**The Insurer shall assume no obligation with regard to services which have not been requested of it or which have not been carried out with its prior agreement, except in cases of duly evidenced force majeure.**

If, in the provision of the services, it is not possible for ARAG to intervene directly, it shall undertake to refund the Insured with the duly receipted expenses deriving from such services, within a maximum of 40 days from presentation of such receipts.

**In all events, the Insurer reserves the right to request from the Insured the presentation of documents or reasonable evidence in order to settle payment of the provision requested**

### **12. Subrogation**

To the extent of the sums paid out in order to meet the obligations deriving from this policy, ARAG shall be automatically subrogated in the rights and actions which may correspond to the Insureds or their heirs and other beneficiaries, against natural or legal third parties, as a consequence of the claim event which prompts the assistance provided.

In special cases, this right may be exercised by ARAG against companies providing transport by land, river, sea or air, with regard to the total or partial refund of the cost of the tickets not used by the Insured parties.



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#### 13. Lapsing of legal rights

**Claims derived from the insurance contract shall be barred after two years in the case of damage insurance and after five years for personal insurance.**

#### 14. Note

If the contents of this policy differ from the insurance application or from the agreed clauses, the insurance Policyholder may complain to the Company within a period of one month with effect from the delivery of the policy, so that the apparent discrepancy may be rectified. At the end of this period if a complaint has not been made, the provisions of the policy shall prevail



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### SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE

#### DEFINITIONS:

**Accident:** An accident is understood to be bodily injury derived from a violent, sudden, external cause, unintended by the Insured, which results in total or partial permanent disability, or death.

**Permanent disability:** Permanent disability is understood to be the organic or functional loss of the extremities or faculties of the Insured with the severity described in these General Conditions, recovery from which is not foreseeable in the opinion of the medical experts appointed pursuant to the law.

**Sum insured:** The amounts established in the General and Particular Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

**Disagreement over the assessment of the degree of disability:** If the parties agree on the amount and the form of compensation, the Insurer shall pay this amount. **If there is disagreement, the conditions included in the Insurance Policy Contract Act shall apply.**

#### PAYMENT OF COMPENSATION:

a) The Insurer is obliged to pay the compensation at the conclusion of any investigations and expert reports which may be necessary to establish the existence of the accident and, where applicable, the amount payable in respect of the same. In all cases, the Insurer must, within forty days from receipt of the report of the accident, pay the minimum amount for which it may be liable, according to the circumstances known to it.

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

c) To obtain payment in the event of death or permanent disability, the Insured or the Beneficiary must send the Insurer the supporting documents indicated below, as appropriate:

##### c.1. Death:

- Death certificate.
- Certificate of the General Register of Last Wills and Testaments.
- Will, if existing.
- Executor's certification as to whether beneficiaries of the Policy are designated in the will.
- Document accrediting the identity of the beneficiaries and the executor.
- If the beneficiaries are legal heirs, the inheritance certificate issued by the relevant court will also be necessary.
- Letter of exemption from inheritance tax or confirmation of its payment, if applicable, duly completed by the relevant administrative body.

##### c.2. Permanent disability:

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



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### PERSONAL ACCIDENT INSURANCE

The Insurer guarantees, **up to the amount established in the Particular Conditions of the Policy, and subject to the exclusions specified in these General Terms and Conditions**, payment of any compensation to which the Insured may be entitled in the event of death or permanent disability as a result of accidents suffered by the Insured when travelling or staying away from the latter's usual place of residence.

**Persons over 70 years of age are not covered. In the case of children under 14 years of age, the risk of death is only guaranteed for up to €3,000 to cover funeral expenses, and the risk of permanent disability up to the sum stated in the Particular Conditions.**

The amount of compensation will be established as follows:

a) In the event of death:

When it is proven that death, **immediate or occurring within one year of the incident**, is the result of an accident whose consequences are covered by the Policy, **the Insurer shall pay the sum specified in the Particular Conditions.**

If, after the payment of compensation for permanent disability, the Insured dies as a result of the same incident, the Insurer will pay the difference between the amount paid for disability and the amount insured in the event of death, if this amount is higher.

b) In the event of permanent disability:

The Insurer will pay the total insured amount if the disability is total or a proportional part according to the degree of disability if it is partial.

For assessment of the respective degree of disability, the following table is applied:

b.1 Loss or loss of use of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, total blindness, total paralysis or any other injury which makes it impossible for the Insured to work in any occupation: 100%

b.2 - Loss or total disability:

- Affecting an arm or hand	60%
- Affecting a leg or foot	50%
- Complete deafness	40%
- Affecting the movement of a thumb or index finger	40%
- Loss of sight in one eye	30%
- Loss of a thumb	20%
- Loss of an index finger	15%
- Deafness in one ear	10%
- Loss of any other finger	5%

In cases not provided for above, and for partial losses, the degree of disability will be established in proportion to its seriousness compared with the disabilities stated. **Compensation can never exceed that for total permanent disability.**

**The degree of disability must be definitively established within one year of the date of the accident.**

**For the purposes of assessing the effective disability of a limb or an organ, the professional situation of the Insured will not be taken into consideration.**



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If, the Insured had a bodily disability before the accident, the level of disability caused by this accident cannot be classified as more severe than that which would apply if the victim had no such pre-existing disability.  
The total permanent functional loss of use of a limb shall be treated as equivalent to total loss of the limb.

### EXCLUSIONS

The following are not covered by this guarantee:

- a) Bodily injuries occurring in a state of mental derangement or when the Insured is suffering from paralysis, apoplexy, diabetes, alcoholism, drug addiction, disorders of the spinal cord, syphilis, AIDS, encephalitis and, in general, any injury or illness reducing the physical or mental capacity of the Insured.
- b) Bodily injuries resulting from criminal acts, provocation, fights - except in cases of legitimate self-defence - and duels, carelessness, bets and any other risky or reckless enterprise, and accidents due to the events of war, even when it has not been declared, popular unrest, earthquakes, floods and volcanic eruptions.
- c) Illness, hernia, lumbago, intestinal strangulation, complications affecting varicose veins, poisoning or infection not caused directly and exclusively by an injury covered by the guarantees of the Policy. The consequences of unnecessary surgical procedures or treatment following accidents and treatment related to personal care.
- d) The practice of the following sports: Speed or endurance races, aeronautical ascents and journeys, rock-climbing, caving, hunting on horseback, polo, wrestling or boxing, rugby, undersea fishing, skydiving and any other game or sport with a high level of risk.
- e) The use of two-wheeled vehicles with engine capacity greater than 75 c.c.
- f) The exercise of a professional activity that is not commercial, artistic or intellectual.
- g) Any person who intentionally brings about an incident giving rise to a claim is excluded from the benefits of the cover provided by this Policy.
- h) The aggravation of accidents occurring before the policy is formalised is not included.

### CUMULATIVE MAXIMUM:

The maximum compensation under this Policy for a single incident shall not exceed €1,200,000.

### COMPENSATION BY THE CONSORCIO DE COMPENSACION DE SEGUROS FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN THE INSURANCE OF PERSONS.

In accordance with the provisions of the revised text of the Legal Statute of the Consorcio de Compensación de Seguros, approved by Royal Legislative Decree 7/2004, of 29 October, the holder of an insurance policy of the type which is required to include a surcharge in favour of the Consortium may arrange cover for extraordinary risks with any insurance company that meets the conditions required by current legislation.

Compensation related to claims arising from extraordinary events occurring in Spain and abroad, when the insured party has his/her habitual residence in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the corresponding surcharges and any of the following situations applies:



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a) The extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy contracted with the insurance company.

b) Even though it is covered by said insurance policy, the obligations of the insurer could not be fulfilled because it has been declared legally bankrupt or is subject to a liquidation procedure supervised or assumed by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the provisions of the aforementioned Legal Statute, those of Act 50/1980, of 8 October, regarding Insurance Contracts, those of the Regulations on Insurance for Extraordinary Risks, approved by Royal Decree 300/2004 of 20 February, and its additional provisions.

### **Summary of the legal regulations:**

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

a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornados); and the fall of astral bodies and meteorites.

b) Violent events occurring as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.

c) Action by the Armed Forces or the Security Forces in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by AEMET (the State Meteorological Agency), the Instituto Geográfico Nacional and other public bodies with authority in the field. In the case of events of a political or social nature, or in the event of damage caused due to situations or action involving the Armed Forces or the Law Enforcement Agencies in times of peace, the Consorcio de Compensación de Seguros will obtain information on the occurrences from the relevant jurisdictional and administrative bodies.

#### **2. Risks excluded:**

a) Those which do not give rise to compensation according to the Insurance Policy Contract Act.

b) Those caused to persons insured under insurance policies other than those in which the surcharge for the Consorcio de Compensación de Seguros is compulsory.

c) Those caused by armed conflicts, even if there has been no official declaration of war.

d) Those derived from nuclear power, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.

e) Those arising from phenomena of a different nature from those indicated in Section 1.a) above, and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that has caused an extraordinary flood situation in the area and these events occurred at the same time as said flood.



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**f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.**

**g) Those caused by a lack of good faith on the part of the Insured.**

**h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with the provisions of the Insurance Contracts Act, cover by the Consorcio de Compensación de Seguros has been suspended or the insurance has been cancelled because of failure to pay the premiums.**

**i) Incidents that, because of their magnitude and seriousness, are classified by the National Government as a "national disaster or catastrophe".**

### **3. Scope of cover.**

1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.

2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, are subject to mathematical reserves, cover by the Consorcio de Compensación de Seguros will comprise the capital at risk for each insured party; i.e., the difference between the sum insured and the mathematical reserve which the insurer issuing the policy must have established. The sum corresponding to this mathematical reserve will be payable by the aforementioned insurance company.

#### **Reporting damage to the Consorcio de Compensación de Seguros**

1. Requests for compensation for damage, cover for which corresponds to the Consorcio de Compensación de Seguros, shall be made through communication to said Consortium by the Policyholder, the Insured or the beneficiary of the policy, or by the party acting on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was contracted.

2. Damage may be reported and information obtained regarding the procedure and the status of claims as follows:

- By calling the Consorcio de Compensación de Seguros Call Centre (952 367 042 or 902 222 665).
- Via the website of the Consorcio de Compensación de Seguros: [www.conorseguros.es](http://www.conorseguros.es)

#### **3. Damage valuation:**

The assessment of damage that can be compensated in accordance with insurance legislation and the content of the policy shall be carried out by the Consorcio de Compensación de Seguros, which will not be bound by any assessment that may have been made by the insurance company providing cover against ordinary risks.

#### **4. Payment of compensation:**

The Consorcio de Compensación de Seguros will pay compensation to the beneficiary of the policy by bank transfer.



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### SUPPLEMENTARY CIVIL LIABILITY INSURANCE

#### DEFINITIONS

**Sum Insured:** The amounts established in the Particular and General Conditions, the maximum limit of compensation to be paid by the Insurer in the event of a claim.

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

#### PAYMENT OF COMPENSATION:

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

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

### PRIVATE CIVIL LIABILITY INSURANCE

#### 1. Private civil liability

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

This limit includes the payment of court fees and costs and any legal bonds or bail required of the Insured.

#### 2. EXCLUSIONS

**The following are not covered by this guarantee:**

- a)** Any type of liability incurred by the Insured for the driving of motor vehicles, aircraft and boats, or for the use of firearms.
- b)** Civil liability derived from situations related to professional or political activity or involvement in trade unions or other associations.
- c)** Fines or sanctions imposed by Courts or authorities of all types.
- d)** Liability as a result of the practice of professional sports and the following activities, even at amateur level: mountaineering, boxing, bobsleighbing, caving, judo, skydiving, hang-gliding, gliding, polo, rugby, shooting, yachting, martial arts and motor sports.



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**e) Damage to objects entrusted to the Insured for any reason.**

For the Company  
P.P.

THE POLICYHOLDER

CEO  
Member of GEC