

# ONCAMPUS ESTUDIA

## University Insurance

### Terms and Conditions

This is a translation of the original document in Spanish, it is provided for informative purposes.  
The original document in Spanish will prevail in case of disagreement.

ERGO\_OnCampus-Estudia\_EN\_V012024\_0724

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#### I.-LEGAL INFORMATION

In compliance with the regulations in force and, in particular, with the provisions of article 96 of Law 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance entities (LOSSEAR), as well as in arts. 122 and 123 of Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance entities (ROSSEAR), the Policyholder, who, where applicable, assumes the obligation to provide the following information to the insured parties, is informed that:

- The insurance is provided under the right of establishment by ERGO SEGUROS DE VIAJE, Sucursal en España, with registered office at Avda. Isla Graciosa,1, CP. 28703 San Sebastián de los Reyes, (Madrid), which is the permanent establishment of the German entity ERGO Reiseversicherer AG. The controlling Member State is Germany, and the controlling and supervisory authorities are the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany), and the Dirección General de Seguros y Fondos de Pensiones, del Ministerio de Economía de España in accordance with art. 115 LOSSEAR.
- ERGO SEGUROS DE VIAAJE, Sucursal en España with CIF W0040918E is registered in the Registro Mercantil de Madrid in Volume 33,458; Folio 123; Section 8; Page M-602242, 1st entry, and is also authorised and registered in the Registro Especial de Entidades Aseguradoras in Spain under number E0217.
- ERGO shall publish an annual report on its financial situation and solvency in fulfilment with the contents, form and deadlines for publication determined in the regulations implementing the Law on the regulation, supervision and solvency of insurance and reinsurance companies. The report is available at: [www.ergo.com](http://www.ergo.com)
- The Spanish legislation shall not apply in case of liquidation of the insurance company.
- The law applicable to this contract is the Spanish Law, so the policy insurance is governed by the General, Particular and Special Terms and Conditions of the contract, as well as, in addition to any other regulation applicable during the period of validity of the policy, by Law 50/80 of 8 October on Insurance Contracts [Ley de Contrato de Seguro]; LOSSEAR and its ROSSEAR Regulations, in those aspects that are applicable, by the Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users [Ley General par al Defensa de los Consumidores y Usuarios] and other complementary laws and subsequent amendments, by Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Consorcio de Compensación de Seguros and, in the case of distance contracting, by Law 22/2007, of 11 July, on distance marketing of financial services for consumers. Whenever legally possible, the Spanish Courts will have jurisdiction, without prejudice to further application of other rules, in particular Regulation 44/2001 of 22 December 2001 of the Parliament and of the Council.
- If the content of this document differs from the insurance proposal or the agree clauses, the policyholder can make a claim to the insurance company within a month from the delivery of the policy to correct the discrepancies. Once the period has expired without the claim being made, the provisions of this document will be applied.
- The Privacy policy is available in our website: web <https://www.ergo-segurosdeviaje.es/proteccion-de-datos/>, a summary is provided in section VII below.

#### DISCONTINUANCE OR WITHDRAWAL

- In the case of optional insurance policies with a duration period over a month arranged remotely, there is a legal cooling off period for the insured of fourteen calendar days from the date of taking out the policy, provided that the contract has not been executed prior to the exercise of this right.

- To exercise this right you can send a letter by registered post, or other means that provides proof of the date and receipt to ERGO SEGUROS DE VIAJE, Sucursal en España (reference: WITHDRAWAL), to its address in Avda. Isla Graciosa, 1 28703 San Sebastián de los Reyes (Madrid); or by email to the address [dpto.comercial@ergo-segurosdeviaje.es](mailto:dpto.comercial@ergo-segurosdeviaje.es). In the communication the policy on which the claim is being exercised must be identified by its date and number.
- The policyholder must pay the proportional part of the premium corresponding to the service actually provided up to the date of exercise of this right. The unearned premium will be refunded within 30 days of receipt of your request.

#### CUSTOMER SERVICES

- In accordance with the provisions of Order ECO/734/2004, this Insurance Company has a Customer Service Department, which will respond to any claims that may derive from the application of this contract, made by the policyholder, the insureds or their beneficiaries, or any affected third parties within a maximum period of two months from their submitted date.
- The operation of the Customer Care Service is governed by the Regulations, approved by the entity, which can be reviewed on our website: <https://www.ergo-segurosdeviaje.es/quejas-y-reclamaciones/>
- Complaints and claims should be made in writing to: 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](mailto: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 company works. A Claim shall be understood to be that submitted by the insured that, with the intention of obtaining the restitution of their interest or right, states specific facts referring to actions or omissions of the Company that, in their opinion, imply a damage to their interests or rights due to breach of contracts, of the regulations on transparency and protection of clients or of good practices and uses.
- In the event of disagreement with the resolution issued by the Customer Care Service, or lack of response within the aforementioned two-month period, and in accordance with the provisions of Order ECC/2502/2012, the complaint or claim may be submitted to the Complaints Service of the Dirección General de Seguros y Fondos de Pensiones, provided that you have previously exhausted the channels of the Customer Services of the Insurance Company, at Paseo de la Castellana 44, 28046 Madrid, or you may file a claim before the competent Courts and Tribunals, or, if there is agreement between both parties, resort to arbitration and mediation systems.

#### II.-DEFINITIONS:

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

**INSURERS:** ERGO SEGUROS DE VIAJE, Sucursal en España, as described in the preceding section: Legal Information.

**POLICYHOLDER:** The physical person or legal entity that, in addition to the INSURERS, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.

**INSURED:** All those persons notified by the Policyholder who have an academic link with the university centre that is the policyholder as stated in the particular conditions of the policy, both those enrolled and those who participate in activities given, developed or organised by the University.

**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.

**FIRST DEGREE RELATIVES:** the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, the ascendants or descendants of the first degree of consanguinity (parents, children) of both members of the couple, and in the collateral line the brothers or sisters of the insured person with or without blood ties, shall be considered as first degree relatives of the INSURED.

**INSURED'S ADDRESS:** The Insured must be resident 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 30 kilometres from the INSURED'S normal place of residence or address, in their country of origin.

**TRIP:** all journeys outside the habitual residence of the Insured, from their departure to their return to the same, made by students of the university center taking out the policy on the occasion of training activities organised by the University itself and including incoming and outgoing international mobility agreements. **Stays that the Insured may have during the period of cover of the policy in their own home, or trips for holidays outside the country of destination shall not be considered as a trip and consequently shall not be covered, except for short vacation or leisure trips or if a supplement has been taken out to cover longer stays.** A short vacation trip is understood as one undertaken for leisure, provided that the planned duration of the trip, from the date and time of departure from the destination country to the date and time of return to that destination country, does not exceed a total of 5 calendar days computed from the time of departure to the time of return.

**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.

**LUGGAGE SPORT EQUIPMENT:** All objects unique and exclusively for the practice of the sporting activity of age less than 5 years, owned by the INSURED, which he/she carries with him/her during the journeys and stays in the place where the said activity is practised.

**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.

**DEDUCTIBLE:** The amount, percentage or any other sum contracted under the Policy that the INSURED must pay and which will be deducted from the indemnity paid by the INSURERS in each claim.

**SPORTS ACTIVITIES:** For the purposes of this policy, it shall be taken into account whether the journey insured is carried out with the express purpose of carrying out a sports activity. On the other hand, depending on the level of risk, the practice of sports shall be categorised in the appropriate groups, as described below:

**Group A:** athletics, fitness activities, bicycle touring, curling, hiking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, paddle surfing, fishing, snowshoeing, segway, hiking, snorkelling, trekking below 2,000 meters and other similar activities and activities that form part of the academic curriculum in which the insured person is enrolled.

**Group B:** mountain biking, shooting sports / small game hunting, cross country skiing, jet skiing, riding snowmobiles, sailing, paintball, skating, canoeing, crossing rope bridges, wall climbing, trips in 4x4 vehicles, survival, surfing and windsurfing, zip lining, trekking between 2,000 and 3,000 meters, sledging at ski resorts, dog sledging (mushing), horse riding and other similar activities.

**Group C:** airsoft, canyoning, diving and underwater activities at a depth of less than 20 meters, bouldering up to a height of 8 metres, horse riding, trekking between 3,000 and 5,000 meters of altitude, climbing, fencing, potholing up to a depth of 150 meters, water skiing, fly surfing, hydrobob, riverboarding, kite surfing, other winter sports (ski, snowboard, etc.), white-water rafting, deep-water soloing up to a height of 8 meters, quads, rafting, abseiling, bungee jumping and other similar activities.

**Group D:** activities carried out at a depth of more than 5,000 meters, underwater activities at a depth of more than 20 metres, martial arts, aeronautical ascents or trips, big wall climbing, bobsleighbing, boxing, high-speed or endurance racing, big game hunting, track cycling, road cycling, cyclo-cross cycling, combat sports, motorcycle sports, alpine climbing, traditional climbing, free solo climbing, ice climbing, sports schools and associations, cave diving, potholing at a depth of over 150 metres, potholing in virgin potholes, speedboating, luge, polo, rugby, trial, skeleton and, in any case, **the professional practice of sports.**

**Check the point Sports Activities included in the section General Insurance Regulations of these General Conditions where the scope of cover for each of the groups detailed is provided.**

**In no case shall this policy cover the activities in group D or participation in official or private sports competitions, tests and bets.**

**Likewise, the professional or federated practice (including training), or receiving remuneration, of any sport is not covered by this policy; including leagues or competitions between different universities, which involve membership of a university sports team or club, a regulated competition calendar and which involve the practice of sport over an extended period of time, both in training sessions and in organised and fixed events.**

**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 medical experts assigned to the case in accordance with the law do not believe that recovery is likely.

**TRIP ANNULMENT:** For the purposes of this policy, "trip annulment" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.

**TRIP CANCELLATION:** For the purposes of this policy, "trip cancellation" refers to the decision of the organiser of the trip or any of the organiser's providers, to not provide the contracted services, prior to the agreed outbound date, for any reason not attributable to the INSURED

**EPIDEMIC:** A disease which spreads at the same time and within the same country or region to a large number of people, provided that it is declared or officially recognised as such by the proper and competent authorities of the place where it occurs, as posing a health emergency and an extraordinary risk to public health.

**PANDEMIC:** Epidemic disease spread over a large area (several countries or continents) and affecting a significant part of the population. For the purposes of the guarantees of this insurance policy, the disease will be considered to have reached the level of a pandemic as soon as the WHO declares that the disease has reached that level.

**WAR:** war situation (whether declared or not) is understood as the existence of warlike conflicts of any nature or scope: military or civil, national or international or any armed conflict of similar characteristics, taking place in a country territory or area thereof. In order to ascertain the possible existence of the armed conflict and the moment in which it began, the Travel Recommendations of the Citizen Service [Servicio al Ciudadano-Recomendaciones de viaje] prepared and published by the Spanish Ministry of Foreign Affairs [Ministerio de Asuntos Exteriores, Unión Europea y Cooperación] will be taken into account, among other circumstances, as well as the moment in which the Government of Spain advises to its citizens not to travel to the country or area, or leave it.

**TERRORISM** is understood as an act in which force, violence or the threat of using any of them is employed in an indiscriminately way by individuals and/or groups acting on behalf of a political, religious, ideological, or similar, organization in pursuit of coercing a government or intimidate the society. **The act must be declared as act of terrorism by the Government of the place where it had happened.**

**NATURAL DISASTER:** Flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire or volcanic activity caused by nature, excluding any human being-made event.

**PREMIUM:** The price of the insurance. It will include the legally applicable taxes, as well as the Consorcio de Compensación de Seguros surtax.

**SUM INSURED:** The amount stipulated in the General Conditions, Particular Conditions, and /or special 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.

**CLAIM:** is any event that is susceptible to be covered by this insurance. The occurrence or series of harmful events due to the same original cause shall be deemed to constitute one and the same loss regardless of the number of claimants or claims made.

**POLICY:** The document or set of documents, that refers to the conditions of the insurance, in such a way that it includes the Particular Conditions (where the risks covered and their limits are included), the General Conditions (which explain and detail them), as well as the special conditions and the supplements or annexes that are subscribed as a complement, modification, extension or enlargement of the previous ones.

### III.- GENERAL INSURANCE REGULATIONS

**The policyholder declares that receives this information and that, where appropriate, it will be transmitted to the insured persons.**

#### 1. GEOGRAPHIC SCOPE

The covers provided under this insurance are in force throughout the world and are valid for some countries or for others according to the option indicated in the Particular Conditions.

For the purposes of this contract, the countries bordering the Mediterranean will be treated the same as European countries: Morocco, Algeria, Tunisia, Libya, Egypt, Jordan, Israel, Palestine, Lebanon, Syria, Cyprus and Turkey.

## 2. EFFECT AND DURATION OF THE INSURANCE

Unless the contrary is stipulated, the contract will come into force, provided that the INSURED or the CONTRACTING POLICYHOLDER have paid the invoice for the corresponding premium, at 00:00 hours on the date stated in the Particular Conditions and will expire at 24:00 hours on the date on which the stipulated timeframe elapses.

## 3. EFFECT AND DURATION OF THE COVERS

- a) **Trip Cancellation** caused by the Insured. This cover must be taken out at the moment of the original trip reservation and up to the confirmation of the reservation and will expire at the moment in which the trip begins. It may also be taken out during the 7 days following the booking confirmation, **in which case a waiting period of 72 hours, counting from the date on which the insurance is contracted, will apply.**
- b) **All other covers:** These covers will come into force on the date on which the trip begins and will expire on the date on which it ends, in accordance with the travelling conditions chosen and notified by the POLICYHOLDER to the INSURERS. If the insurance policy has been taken out once the trip has started, **72 hours of waiting period will be applied** from the issue date, provided that the insurance policy has been taken out on the [Oncampus](#) website and was not an immediate continuation of a previous one.

**For Spanish students travelling abroad:** All covers shall apply except 5.2 Health due to accident (just for Spanish students in Spain). The covers shall take effect on the day the trip begins and shall end with the termination of the trip, according to the travel conditions chosen and notified by the POLICYHOLDER to the INSURER.

**For foreign students in Spain:** All covers shall apply except 5.2 Health due to accident (just for Spanish students in Spain). The covers shall take effect on the day the trip begins and shall end with the termination of the trip, according to the travel conditions chosen and notified by the POLICYHOLDER to the INSURER.

**For Spanish students in Spain:** Only shall apply:

All the covers of the groups: 5. Accidents; 6. Family misfortune and bankruptcy and 7. Pecuniary loss.

As well as the covers: 3.6 Repatriation or medical transport of the injured or ill; 3.10 Repatriation or transport of the deceased; 3.11 Repatriation of belongings in the event of death.

4.2 Students liability and only during their academic activities organised by the university centre that takes out the insurance policy, as stated in the particular conditions.

In the case of the covers of the group 5. Accidents, the cover includes the in-itinere journeys of the insured persons from their respective habitual homes to the centres where academic activities take place and vice versa.

**The cover 5.2 Health due to accident (just for Spanish students in Spain), shall apply just for Spanish students carrying out their academic activities in Spain.**

Only risks due to trips abroad for academic reasons are covered. Exceptionally, it has been agreed that short vacation or leisure trips to third countries may be covered. **Therefore, if the duration of the initially planned trip was longer than five days, the risks that occurred even in those first five days will not be covered as it is not a short vacation trip. If you have taken out the Optional cover package 1. Holidays the cover for trips out the destination country could be extended up to 30 days. You can check the conditions in the paragraph V Optional cover package 1. Holidays**

For journeys to the country of residence that may be made during the period of cover for holiday reasons, **only the following covers shall apply: 1.1 Material loss; 1.2 Luggage delay; 2.1 Delay in the means of transport used for the outbound trip; 2.2 loss of connections due to delays in the means of transport; 2.3 Denial of boarding ("over booking"); 2.4 Cancellation of the outbound trip on the means of transport due to a strike.** Except for the specified in the preceding paragraph, **the stays that the Insured may have in their own home during the period of cover of the policy shall not be covered,**

## 4. TRIPS TO RISK AREAS / WAR ZONES / IMPORTANT INFORMATION ABOUT YOUR TRIP DESTINATION

**This policy does not provide cover for trips to countries or areas in war situation.** In the event the Insured is already at the destination when a situation of this type is unleashed, the insurance cover will be maintained for 14 days from the moment the armed conflict begins. During this period, the Insured has to contact the Insurer to inform about their situation and to assess the possibility of issuing a supplement to their insurance policy establishing new special conditions of cover. If it is not possible to issue a supplement to the policy that provides cover for the new situation, the Insured shall take the decision to leave the area or to continue the journey **without cover, at his/her own risk.**

## 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, United Kingdom 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, United Kingdom and the United States, within the context of the international relations and treaties in force.

## 6. SPORTS ACTIVITIES

The sport activities established in the Group A (please see DEFINITIONS – SPORT ACTIVITIES) are covered by this insurance policy.

Only if you have taken out the optional package 2. SPORTS will your policy cover be extended to the sport activities established in the Groups B and C (please see DEFINITIONS – SPORT ACTIVITIES)

**You can check the details of the cover and its scope in section V.- Optional cover package 2. Sports of this document.**

**No sports activities established in Group D are covered by this insurance policy.**

**Likewise, the professional or federated practice (including training), or receiving remuneration, of any sport is not covered by this policy; including leagues or competitions between different universities, which involve membership of a university sports team or club, a regulated competition calendar and which involve the practice of sport over an extended period of time, both in training sessions and in organised and fixed events.**

## 7. RESCISSION OF POLICIES

Under the Floating Policy mode, the Policy will be automatically rescinded if the POLICYHOLDER fails to send the INSURER any notification stating the insured persons within the period of 6 consecutive months.

If the INSURER does not notify the POLICYHOLDER by certified post of their intention of rescinding the contract two months prior to the expiry of the insurance period, the Policy will be tacitly assumed to have been renewed for another one-year period, and so on successively. For the POLICYHOLDER, the period for notifying the INSURER is reduced to one month prior to said expiry.

## 8. PREMIUM PAYMENT

The premium, including the corresponding taxes, will be paid by the POLICYHOLDER when the contract is signed. **The amounts temporarily received by the POLICYHOLDER on behalf of the INSURED for the payment of the premium on behalf of the INSURED are received in deposit for immediate delivery to the INSURER.**

**The premium will be non-returnable once any of the cover provided under the policy comes into force.**

## 9. 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.

## 10. 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. The applicable law shall be Spanish law.

## 11. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance cover will be done by any of the channels provided by the Company. If the communication is by phone the Insurer will pay the cost upon submission of the invoice. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

### 11.1. 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 INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover. If the cause of cancellation is an illness or accident, the INSURED must see a doctor as soon as the medical problem that causes the cancellation has occurred.
- c) 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.
- d) 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. In case of been incurred in expenses guaranteed under this policy, original invoices must be provided.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) The INSURED must attach a document substantiating the occurrence of the loss to all claims for Delays.
- j) 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.**
- k) In the event of trip annulment or cancellation, the INSURED must provide the documents accrediting or substantiating the annulment or cancellation, along with the invoices or bills substantiating the costs.

#### 11.2 Assistance for the Insured. Procedures.

- a) The INSURED shall request assistance through any of the channels made available by the INSURER, providing the relevant information and a description of the problem.
- 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.

#### 11.3. 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.

#### 11.4. 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 or notarial decision 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.

- d) For the payment or reimbursement of the Trip Cancellation Costs, the following documents must be presented:

- Particular conditions of the insurance.
- Medical certificate stating the exact nature of the illness or injuries and the date that it/they started, as well as the impossibility of undertaking the trip.
- Medical death certificate, in the event.
- Invoice paid for the annulment costs.
- Invoice substantiating the cost of the holiday.
- Document of registration or booking, or photocopy of the ticket.
- National ID Document or equivalent/similar.
- And, in general, any document that proves the nature, circumstances and extent of the loss.

#### 11.5. 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.**

## IV.-COVER

### 1. LUGGAGE

#### 1.1. Material losses

The INSURERS cover up to the amount stipulated in the Particular Conditions and subject to the exclusions stated in these General Conditions, the payment of the indemnity corresponding to material losses affecting the INSURED'S luggage, during journeys to and from the insured person's home country as a result 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). **Luggage is only covered during journeys.**
- Defects or damage caused directly by fire or theft.
- Defects and definitive, total or partial loss, caused by the transporters.

**The 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, wheelchairs and medical devices, etc.

**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 covered only when the vehicle is situated 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.

### 1.2. Delays in delivery

The insurance policy covers the purchase of essential items in case of a delay of 24 hours or more in the delivery of the check-in luggage, up to the limit established in the Particular Conditions. Invoices or proof of purchase are necessary.

If the delay takes place during the return journey, it will be covered if the delivery of the luggage takes more than 48 hours.

**This cover cannot be in addition to the basic cover 1.1 Material Loss.**

### 1.3. Processing costs incurred as a result of loss of documents.

Provided that they are duly substantiated, the insurance covers the costs of processing and obtaining documents, which the INSURED are obliged to replace, due to the loss or theft of credit cards, bank cheques, traveller’s cheques, fuel cheques, travel tickets, passports or visas, occurring during travel or during stays, up to the limit stipulated in the Particular Conditions.

**The losses resulting from the theft or loss of the abovementioned objects, or their illegal use by third parties, are not covered no compensation shall be paid in respect of the same; the same applies to the extra expenses incurred that are not directly related to replacing such documents.**

## EXCLUSIONS

This cover does not extend to:

- a) **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.**
- b) **Pilferage, unless it occurs inside the hotel rooms or apartment when these are locked (for these purposes, pilferage 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).**
- c) **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.**
- d) **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.**
- e) **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.**
- k) **Sports equipment.**

## 2. TRIP DELAYS

### 2.1. Delay in the means of transport used for the outbound trip.

When the outbound trip of the public transportation method chosen by the INSURED is delayed by a minimum of 6 hours, and the departure is not definitely cancelled, the INSURERS will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and/or transport, as a consequence of the delay, with the temporal and economic limits established in the Particular Conditions.

### 2.2 Loss of transport connections due to delay in means of transport.

If the means of public transport is delayed due to a technical fault, strikes, inclement weather conditions or natural disaster, intervention of the authorities or any other persons employing force, and as a consequence of said delays it is impossible for the INSURED to make the connection with the next public means of transport that was reserved, fixed and established in the ticket, the INSURER will pay the food and accommodation costs incurred whilst waiting, subject to the presentation of the substantiating documents and up to the limit established in the Particular Conditions.

### 2.3 Denied boarding (Overbooking).

If, as a consequence of the transport company selling a greater number of places than are actually available, the INSURED are denied boarding against the INSURED’S will, and therefore, the INSURED suffer a delay of more than 6 hours in which they are unable to use the transport, the INSURER will pay, subject to presentation of the corresponding invoices and up to the limit established in the Particular Conditions, the substantiated food and accommodation costs incurred whilst waiting for the next means of transport.

#### 2.4. Cancellation of the outbound trip on the means of transport due to a strike

When the outbound trip on the public means of transport chosen by the INSURED is cancelled due to a strike or to social conflict, the INSURERS will pay, up to the limit established in the Particular Conditions, the extra expenses incurred by the INSURED in order to return to their residence.

**These covers cannot be accumulated or added to each other since, as soon as the first cause of indemnity for the delay has occurred, the rest will be eliminated, provided they have the same root cause.**

**In any case, the costs guaranteed under these covers refer to those incurred at the place where the delay occurs.**

#### 2.5 Cancellation of the outbound scheduled flight by the airline Company

If the Airline Company cancels the scheduled flight and due to this cancellation, the Insured person's outbound trip is delayed at least 6 hours, the Insurer will indemnify, subject to the presentation of the corresponding invoices, the additional costs incurred in hotels, living expenses and/or transport, as a consequence of the delay, with the temporal and economic limits established in the particular conditions.

### 3. ASSISTANCE

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

#### 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 abroad covered by the insurance policy, as a consequence of an illness or accident occurring during the trip provided that prior agreement of the INSURER had been requested.

**In cases of life-threatening emergency as a result of an unforeseeable complication of a chronic or pre-existing illness, the INSURER will pay the costs incurred until stabilisation is achieved so that the patient can continue the journey or can be transferred to his/her usual place of residence or the nearest hospital, in accordance with the conditions set out in point 3.6.**

**In the case of immediately successive contracts, i.e. if, once the academic year has finished, a new insurance policy is taken out for the following academic year, with an effective date immediately after the expiry date of the previous insurance policy, a maximum limit of €3,000 is established to treat those illnesses that have been declared during the period of cover of the previous insurance policy.**

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).

#### 3.1.1. Health Services.

In the event of a health problem happened during the term of the policy, the INSURED shall have at his disposal and may request the following services:

**3.1.1. a) A Second Medical Opinion**, so that the Insured can obtain the recommendations and diagnoses of specialists, with extensive experience in their respective areas of expertise, and receive an additional medical diagnosis and additional treatment options.

The Insured may request the Second Medical Opinion service for any severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Second Medical Opinion service for the problems described above up to 6 months after the policy end date.

In any case, the corresponding medical reports must be provided.

**3.1.1.b) Referral to Specialists and Coordination of Medical Transport**, to allow the Insured to identify specialists with recognised experience in diagnosing and treating their illness, as well as a logistical support and medical monitoring service.

The Insured may request this Specialist Referral service for a severe medical problem, an unexpected relapse of a severe illness (that has not been treated or for which no medical care has been received during the 30 days preceding the formalisation of the insurance) or a severe accident, occurring no earlier than 60 days prior to the date on which the trip is to begin (and in any case, after the insurance was contracted), and no later than the policy end date.

The Insured may request the Specialist Referral service for the medical problems described above, up to 6 months after the policy end date.

In addition, the INSURERS will provide the Insured with a team of professionals, who will be in charge of coordinating transport for the scheduled medical treatment, provided the Insured need to leave the province in which they are resident.

In any case, the corresponding medical reports must be provided, and **the insurance does not cover any medical expense or travel or accommodation expense.**

**The illnesses for which the Second Medical Opinion and Specialist Referral services may be invoked are the following:**

- **Cancer.**
- **Degenerative neurological diseases (Parkinson's, Alzheimer's), demyelinating diseases (Multiple Sclerosis), neuromuscular diseases (dystrophies, myasthenia gravis) and cerebrovascular diseases.**
- **Neurosurgical illnesses (tumours, malformations and intracranial aneurisms).**
- **Cardiovascular surgery (bypass, aortic aneurisms, valve surgery and cardiac malformations).**
- **Chronic renal failure.**
- **Ophthalmologic illnesses causing loss of vision of more than 50%.**
- **Musculoskeletal diseases with chronic painful conditions with a long development or that severely affect the patient's ability to carry out their daily and/or work-related activities.**
- **Vital organ transplants.**



### 3.2 Advance payment for hospitalisation deposit

When due to an accident or illness covered by the Policy during a trip abroad, the insured person needs to be admitted to a Hospital Centre, the insurer will pay the deposit required by the Centre for the admission of the insured person, with the limit stipulated for the cover of medical expenses.

### 3.3. Crisis therapy during trip

The INSURERS will pay the cost of up to 10 medical visits per event and per insured person, for any therapy that the INSURED must receive, if they suffer a serious mental crisis during the trip, due to falling victim to a sudden and unexpected event, such as a robbery, threat or personal attack, serious accidental injuries, or any other traumatic incident, such as a fire, explosion, traffic accident, natural disaster, kidnapping or terrorist attack. The treatment will be provided by a registered specialist and for a maximum period of 12 months following the incident in question. The costs must be approved by the INSURER before the treatment begins.

**Any theft, threat or personal attack must be reported to the police or the corresponding authorities: this is essential for this cover to be valid.**

### 3.4. Urgent dispatch of medication not existing abroad.

If the INSURED travelling abroad needs to make use of the medical assistance cover, indicated in point 3.1, the INSURERS will find and send the medications required using the fastest means available, if such medications do not exist in the country where the INSURED are receiving medical attention.

### 3.5. Costs incurred in the continuance of a stay in a hotel.

If the INSURED is ill or injured and cannot return on the schedule date, when the INSURER's medical team so decides based on its contacts with the doctor treating the insured, the INSURER shall pay the expenses not initially foreseen by the INSURED due to the extension of the hotel stay with a maximum of 20 days and up to the total amount and daily limits established in the Particular Conditions.

### 3.6. 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. **The use of a medical aeroplane, if necessary in the opinion of the medical team of the insurer, is only included in Europe and in countries bordering the Mediterranean.**

### 3.7 Return to the destination country in case of medical repatriation

In the event of application of the cover 3.6 Repatriation or medical transport of the injured or sick and at the request of the Insured, the Insurer shall pay for the return ticket to the country of destination provided that such return is strictly necessary to complete their academic course and is so certified by their Spanish university of origin. Such return must have the prior authorisation of the Insurer's medical team.

### 3.8. Transportation of two companions in case of hospitalisation

If the INSURED is hospitalised and it is expected that they will be in hospital for more than 3 days, the INSURERS will provide a return ticket to two members 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.

### 3.9. Accommodation for the companions

If the INSURED is hospitalised and must remain so for more than 3 days, the INSURERS will pay the hotel accommodation costs for the two members 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.

### 3.10. 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 INSUREDS 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.**

### 3.11 Repatriation of belongings in the event of death

If as a result of the application of cover 3.9 *Repatriation or transport of the deceased* the Insured's personal belongings are left at their place of travel, the Insurer shall cover the expenses necessary for the transfer or repatriation of luggage.

### 3.12 Escort of mortal remains.

If there is no companion available to transport the deceased INSURED'S mortal remains the INSURERS will provide, up to two persons 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 members, 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 the total and per day limits, stipulated in the Particular Conditions.

### 3.13 Advance of funds

#### 3.13.1. Advance of bail abroad

If the INSURED is imprisoned or prosecuted abroad as a result of a traffic accident, the INSURER shall provide them an advance equivalent to the amount of the criminal bail required by the corresponding authorities, up to the maximum amount insured.

#### 3.13.2 Expenses for legal assistance abroad

If the INSURED is imprisoned or prosecuted abroad as a result of a traffic accident, the INSURER shall advance the Lawyer's fees up to the amount established in the particular conditions.

**The limit for this cover, 3.13 Advance of funds, is the established in the particular conditions.**

#### Acknowledgement of debt

All amounts paid by the INSURER or the cost of the services provided, at the INSURED request and which are not covered under this insurance, constitute advances accepted by the INSURED which undertake to reimburse the INSURER within a maximum of 60 days from the request made by the INSURER.

In all these cases and in all other services in which the INSURER makes a payment on behalf of the INSURED, the INSURER reserves the right to request from the INSURED the amount advanced, or a guarantee or security to cover it before starting to provide the service.

### 3.14 Early 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 of a member of their “**first-degree relatives**”, at their habitual place of residence, of, 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 “**first-degree relatives**” with the spouse or de facto partner of the INSURED.

### 3.15 Early return due to extraordinary risk

In the event of an extraordinary event as described below:

- a) Risks of nature: extraordinary flooding, earthquakes and seaquakes, volcanic eruptions, atypical cyclonic tempests, and falling astral bodies and meteorites
- b) Terrorism, rebellion, sedition, mutiny and social upheaval.

The INSURER will pay for transporting cost of the INSURED, (flight ticket tourist class or train ticket first class) to their domicile. If the Insured must do the trip arrangements personally, the Insurer will advance the required amounts. The Insured is required to submit the invoices and to reimburse the no used advances amounts.

**In all cases this cover Will apply if:**

- **If the situation involves that the Insured cannot pursue the studies.**
- **if there is a risk declaration that involves the recommendation, by the Spanish authorities (as the Ministry of Foreign Affairs) to abandon the place.**
- **If there is no possibility to complete the studies and the student original University expressly demands to be finished in the student home country.**

### 3.16. 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.

### 3.17 Assistance at location and delivery of luggage

In the event of the loss of luggage, the INSURERS will provide their assistance in ordering and processing the search and location of the luggage and pay for the costs of delivering the luggage to the INSURED'S address.

### 3.18 Interpreting service.

If, as a result of any of the causes foreseen in the assistance clauses, covered under this policy, the INSURED require the presence of an interpreter, in the first instance, the INSURERS will provide a person who can correctly translate the circumstances to the INSURED, if the INSURED have requested this by telephone, using reverse charges if required, to the number stated in the Particular Conditions of this policy.

### 3.19 Assistance during the trip.

When the INSURED need to obtain any information regarding the countries that they will visit, such as entry requirements, visas, currencies, economic and political systems, population, language, health situation, etc, the INSURERS will provide the abovementioned general information if requested, through a free telephone call, at reverse charges, to the number stated in this Policy.

## 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 —except the one caused by COVID-19— , 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) **The practice of the sports activities listed in groups B and C of the DEFINITIONS section.**

- e) The practice of the sports activities listed in group D of the DEFINITIONS section.
- f) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- g) Rescue operations from mountains, sea or desert.
- h) 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.
- i) Illnesses or injuries occurring during the execution of manual labour or requiring intense physical effort.
- j) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- k) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- l) Costs incurred in any type of prosthesis.
- m) Childbirth.
- n) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- o) Periodic, preventive or paediatric medical checks.
- p) 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.
- 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 European Mediterranean countries.

#### 4. PERSONAL LIABILITY

##### 4.1. Private Personal Liability

The INSURER shall pay, up to the limit stipulated in the Particular Conditions, the pecuniary compensations for non-contractual liability, in accordance with articles 1902 to 1910 of the Civil Code, or similar regulations established in foreign legislation, 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, in their persons, animals or objects during the trip, **provided that they are caused by acts or omissions directly by the insured, and whenever fault or negligence of the insured had happened.**

**The following parties will not be considered third parties for these purposes: the POLICYHOLDER, the rest of the INSUREDS 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.

##### 4.2 Students liability

Subject to the terms and conditions of the Policy, cover extends to general liability attributed to the Insured directly, or on a joint and several or subsidiary basis, as a result of damage caused to third parties by the acts or omissions of the Insured him/herself or those of persons for whom the Insured is responsible, originating in the performance of their activity, including, purely by way of example, without being confined thereto:

- a) Any damage that the student might cause to third parties while on the premises of the establishment where he/she is studying, or outside said premises as a result of trips and/or outings, and provided that such damage is caused by culpable or negligent actions or omissions of the person insured by the policy.
- b) Material or personal damage caused accidentally during the practical experience placements undertaken on the trip and corresponding to his/her training process within the university's curriculum, undertaken at all times under the supervision of the corresponding tutor or supervisor.

**With regard to this cover, and without prejudice to all other applicable exclusions, a specific exclusion applies to claims derived from:**

- **Damage occasioned as a result of not holding the required training and/or qualification to pursue the profession and/or professional activity.**
- **Damage occasioned by surpassing the purely learning functions entrusted to the student during the practical experience.**
- **Liabilities imputable to the tutor or supervisor of the student's practical experience.**

##### Special Stipulations:

It is here placed on record that for Spanish students undertaking academic tasks in Spain, the Personal Liability cover will be limited to cover for the Liability of such students only during their academic activity, without extending to claims resulting from damages occasioned outside said academic sphere.

##### 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 the goods, movable, immovable or intangible, that have been leased, transferred for use or in general entrusted, for any purpose, to the INSURED.**
- f) **Damage caused by animals travelling with the Insured**
- g) **Damage caused when the insured exercised the diligence of a good parent, if such damage is caused by minors, persons subject to guardianship or curatorship entrusted to the insured.**

##### Additional exclusions to 4.2 Students liability

- a) **Damage caused to objects owned by the insured student, including loss or misplacement.**
- b) **Sexual assault or attempted sexual assault.**

- c) Claims resulting from the pursuit of sports or hazardous activities, such as: diving, bungee jumping, caving, freefall and/or unpowered flight, hang gliding, canyoneering, water skiing, abseiling, rafting.

## 5. ACCIDENTS

### 5.1. Accidents during the trip

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, up to 70 years of age, during the trips and stays outside their habitual place of residence.

**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.**

The indemnity limit is established as follows:

#### a) In the event of death.

When it is proven that the immediate death or the death occurring during the period of one year as of the occurrence of the loss, is the consequence of an accident covered by the policy, the INSURERS will pay the amount stipulated in the Particular Conditions and in this General Conditions if the event is covered under this insurance policy.

If, after an indemnity for permanent disability has been paid, the INSURED were to die as a consequence of that same accident, the INSURERS will pay the difference between the amount paid for the incapacity and the amount insured for death, if the abovementioned amount is higher.

#### b) In the event of permanent disability.

The INSURERS will pay the total sum insured, if the incapacity is complete, or a part proportional to the degree of disability, if this disability is partial. For the purposes of evaluating the corresponding degree of disability, the following scheme will be followed:

b.1. 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%

b.2. Absolute loss or inability to use:

- 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.

#### 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 of beneficiaries or rules to determine them the sum insured shall form part of the Insured's estate. In case of several beneficiaries, unless otherwise agreed, the payment of the sum insured shall be made in equal shares or in proportion to the inherited share if the designation has been made in favour of the heirs. **Unless otherwise agreed, the part not acquired by one Beneficiary shall increase that of the others.**

**In the event that any of the Beneficiaries is the malicious cause of the accident, the designation made in their favour shall be null and void, with the result that the share that should have corresponded to them shall be added to that of the other Beneficiaries or, where appropriate, shall form part of the Insured's estate.**

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 and the Insurer hereby declare 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, under this or other policies, by any insurance policy taken out by the INSURER. Should this limit be exceeded, the compensation will be apportioned in proportion to the amount insured by person and the number of insured persons.**

### 5.2 Healthcare due to an accident (just for Spanish students in Spain)

This cover will be deemed to include medical/pharmaceutical and hospital expenses, and those resulting from the ambulance service and from physical rehabilitation as a consequence of an accident suffered personally by the Insured and which occurs in Spain during travel covered by the policy.

The overall amount of the aforementioned expenses is limited to the amount of the Sum Insured as explicitly agreed in the Particular Conditions, being furthermore subject to the following RULES:

1. Expenses are covered provided that the medical care was provided solely in Spain.
2. Healthcare Assistance must be authorised by the medical services appointed by the Insurer, with healthcare expenses being covered by the Company up to the maximum limit indicated in the Particular Conditions, for a maximum period of 30 days from the date of the accident.
3. Dental expenses as a result of an accident will be reimbursed up to a maximum of 150 euros.
4. Any medical or pharmaceutical expense of less than 50 euros is excluded.
5. Transplants of limbs or organs and damage to pre-existing prostheses will not be covered by this guarantee, unless explicitly agreed otherwise.
6. If the Insured has cover for this guarantee through other Insurance Contracts, the Insurer will contribute towards payment for care expenses in accordance with the existing proportion between the cover granted and the total cover obtained by the Insured.

This compensation no longer applies upon death or determination of the Permanent Disability of the Insured, and is paid independently of said events.

- Classification of the Insured as permanently disabled will be the responsibility of the National Social Security Institute, on a definitive basis, or by means of a binding court judgment. If the employee is not entitled to disability benefit because of non-fulfilment of the requirements imposed by the Social Security system, the classification will be the responsibility of the medical services of the Insurance Company.
- Without prejudice to any terms established in the Particular Conditions, the entitlements set out for risks of Death and Absolute Permanent Disability are not cumulative with one another. The payment of one entitlement will therefore automatically cancel cover under the other guarantees.
- This notwithstanding, if after payment of compensation for permanent disability the Insured dies or suffers a greater degree of disability as a consequence of the same incident, the Insurer will pay the difference between the amount paid out for disability and the sum insured in the event of death or a higher degree of disability, if the latter sum is greater.
- The entitlements provided by the Policy are under no circumstances intended to ensure voluntary improvements to the General Social Security Regime, and the Insurance Contract will therefore not be subject to the provisions of Article 156 of Royal Legislative Decree 8/2015, of 30 October 2015, approving the recast text of the General Social Security Act.
- In the event that the consequences resulting from an accident covered by this contract were to be worsened as a result of a pre-existing illness or condition or one occurring subsequently but with a different origin, the Insurer will be subject to obligations solely with regard to the direct consequences, to be understood as those which would normally be experienced by a person not suffering from said illness or condition.

## 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) Accidents that result from the practice of the sports activities listed in groups B and C of the DEFINITIONS section.
- e) Accidents that result from the practice of the sports activities listed in group D of the DEFINITIONS section.
- f) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- g) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic with no physical effort required or intellectual nature.
- h) Any person who causes a loss intentionally will be excluded from benefiting from the covers provided by this policy.
- i) The situations that worsen an accident that occurred before the formalisation of the policy are not included.
- j) The losses that are caused by radiations from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

You can check here the [Indemnity Clause by the Consorcio de Compensación de Seguros](#) (insurance compensation consortium), it is included as well at the end of this document.

## 6. FAMILY MISFORTUNE AND BANKRUPTCY

The INSURER shall pay, up to the limit stipulated in the Particular Conditions, the expenses necessary to guarantee the continuity of the INSURED's studies due to any of the following causes:

**6.1. Family misfortune:** for the purposes of this policy, the contingency of **Misfortune** shall be deemed to have occurred when, as a consequence of an accident in public and/or private transport, the death of the father and/or mother of the INSURED occurs.

Public and/or private transport shall be understood as follows:

- Public transport: Public transport: any means of transport belonging to a company authorised to transport passengers, whether by land, sea or air, on which the INSURED travels as a passenger and for which he/she has paid a ticket.

- Private transport: privado: any passenger car for private use in which the INSURED travels as a driver or passenger, as well as motorbikes up to 75cc.5 c.c.

**6.2 Family bankruptcy** for the purposes of this policy, the contingency of **Family bankruptcy** shall be deemed when circumstances duly accredited have had such an impact on the INSURED family economy that make them impossible to continue their studies.

**Please note that to be recognised as entitled to be indemnified for any of the causes indicated in points 6.1 and 6.2, the following conditions shall be necessary:**

- a) The INSURED shall prove the INSURER that is a beneficiary of the family misfortune benefit provided in the Compulsory School Insurance.
- b) The benefit that the INSURED is receiving from the Compulsory School Insurance does not cover the totality of the expenses arising from the enrolment that the INSURED has in the university centre of the Policyholder.

This cover is also valid for Spanish students in Spain.

## 7. PECUNIARY LOSS

### 7.1 Loss of classes due to an accident

The insured will be reimbursed the expenses for private lessons, up to the limit established in the Particular Conditions, if as result of an accident, covered by the policy, the Insured cannot attend lessons for at least 20 consecutive days from the date of the accident.

The relevant invoices are required.

### 7.2 Loss of registration

The Insured will be reimbursed the cost of the registration up to the limit established in the Particular Conditions, if as result of an accident, covered by the policy, the Insured cannot attend lessons during, for at least two consecutive months from the accident date, or if the accident happens within the 15 previous days before a final exam and the Insured cannot give it.

This cover is likewise valid for Spanish students in Spain.

## 8. LEGAL PROTECTION DURING TRIP

This cover is provided by D.A.S. Defensa del Automovilista y Siniestros Internacional, S.A. de Seguros y Reaseguros, of registered office at Av. Concha Espina, 63 4º 28016 Madrid.

### 8.1 Legal Assistance

- **Legal advice abroad:** in the event of an incident covered by the policy, the Insurer's Spanish lawyers will provide the Insured with basic advice as to how to handle the situation until a lawyer from the country in question is contacted.
- **Connection with our international network of lawyers:** in the event of an incident covered by the policy, the Insurer will place the Insured in contact with a lawyer from its network, if any exists in the location. If direct intervention is not possible, the Insured will be free to choose a lawyer and receive reimbursement.

### 8.2 Claim for Personal Damages caused by a third party

Defence of the interests of the Insured abroad in bringing a claim for damages of non-contractual origin suffered personally as a result of negligent or culpable action by a third party.

The maximum limit on expenses for this guarantee will be as established in the Particular Conditions.

### 8.3 Criminal Defence Abroad

Defence of the Insured and his/her criminal liability in foreign courts within the context of his/her private life, as a result of travel covered by the Insurance. Cases involving bad faith or serious culpability on the part of the Insured are excluded.

## Exclusions

The following are not covered by these guarantees:

- a) Incidents occurring with regard to legal protection guarantees other than as detailed in the policy or optional guarantees that the Policyholder has chosen not to arrange.
- b) Events deliberately caused by the INSURED, to be understood as circumstances in which the INSURED consciously and voluntarily prompts the incident, or at least where it seems highly probable and he/she accepts the potential occurrence of the event (direct or eventual culpability).
- c) Claims (or defence against a claim) brought by the Insureds under this policy against one another. Under legal protection guarantees, cover cannot be provided as a result of one single event for a claim brought by one INSURED and the defence of another INSURED.
- d) Any claim that the INSURED might bring against the INSURER, or defence of the INSURED against a claim brought against him/her by the INSURER.
- e) Defence and claims in the event of related insolvency proceedings.
- f) Cases that must be pursued before International Courts or the Constitutional Court, except for an Appeal for Constitutional Protection where applicable in cases conducted by the INSURED before ordinary courts. Representation before ordinary foreign courts is guaranteed for the guarantees covered by legal protection.
- g) Claims for non-pecuniary or pecuniary losses that are not the result of a consequence of material or bodily harm.
- h) The defence claim and payment of entitlements directly or indirectly resulting from events caused by nuclear energy, genetic alterations, radioactive radiation, natural catastrophes, acts of war, civil unrest and acts of terrorism.
- i) The defence claim and payment of entitlements connected with conflicts derived from war, employer lockouts, collective labour disputes or redundancy proceedings.
- j) The defence claim and payment of entitlements connected with conflicts resulting from involvement by the INSURED in training, competition or trials connected with motorsports.

- k) Defence and claims in disputes connected with the administration of properties, assets, shares, gambling and betting contracts and speculative dealings.
- l) Defence and claims in disputes connected with residential properties of which the INSURED is owner or usufructuary and those used as the regular abode of the INSURED, even if they occur during travel by the INSURED or as a result of temporary vacancy during travel.
- m) Claims against the individual causing the incident if they are a direct or collateral relative of the INSURED up to the third civil degree by blood or marriage (or defence against such a claim).
- n) Defence and claims in disputes connected with the law of trademarks, patents, intellectual or industrial property, competition law and the right of association. In general, any dispute other than those inherent in private life, and any that do not have a direct connection with the temporary travel away from the regular abode of the INSURED or travel to a lesser distance than that indicated in the policy.
- o) Defence and claims in incidents occurring as a result of the consumption of alcohol, psychotropic substances, hallucinogens, drugs, narcotics and any substance with similar characteristics or effects.
- p) Defence and claims in disputes originating from or connected with the planning, construction, conversion, demolition or refurbishment of the property or installations of any of the properties that the INSURED holds through ownership, lease or usufruct, and any arising in urban planning and expropriation proceedings.

## 9. CANCELLATION

### 9.1 Trip cancellation costs.

The INSURER will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these Terms and Conditions, the reimbursement of the costs of annulling the trip that the INSURED are forced to pay due to the application of the general sales conditions of the Travel Agency or provider, provided that the trip is annulled before it is due to begin and as a result of any of the causes outlined below, occurring after the insurance was contracted and force the insured to cancel or postponed the trip in the schedule dates:.

For the purposes of this policy, the costs of management and of annulment, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

#### Covered causes:

1. Declaration of a catastrophe zone or epidemic at the INSURED'S trip destination.
2. Insured decision due to acts of terrorism provided that:
  - The terrorism attack had happened within a max. distance of 100 km from the trip destination.
  - The terrorism attack had happened within a period of 30 days before the trip schedule departure date  
**(both conditions must be fulfilled).**

**Terrorism is understand as** an act in which force, violence or the threat of using any of them is employed in an indiscriminately way by individuals and/or groups acting on behalf of a political, religious, ideological, or similar, organization in pursuit of coercing a government or intimidate the society. **The act must be declared as act of terrorism by the Government of the place where it had happened.**

## ACCUMULATION

The Policyholder and the Insurer hereby declare that they are expressly aware that the maximum indemnity for a loss due to the one and the same act of terrorism will in no case exceed € 150,000.00, regardless of the number of affected INSUREDS. Should this limit be exceeded, the compensation will be apportioned in proportion to the amount insured by person and the number of insured persons.

## EXCLUSIONS

Cover does not extend to trip annulments due to:

- a) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.
- b) War.
- c) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- d) Pandemics

## V. OPTIONAL COVER PACKAGES

### 1.HOLIDAYS

**Only if you have taken out the optional package 1. HOLIDAYS will your policy cover be extended as detailed bellow.**

**Please note that you will not be entitled to these covers if you have not taken out this package in your policy. You should check your particular conditions to verify this.**

Non-academic (holiday) trips of up to 30 consecutive days that the insured person makes from his/her country of academic destination to any country in the world during the insured period are covered.

Once the academic stay has ended, cover during the 30 days following the end date indicated in the insurance policy, both in the event that the insured person wishes to extend his stay in the country of destination, and for the non-academic (holiday) travel that the insured person makes from his country of destination (maximum 30 consecutive days).

**This extension is not valid for journeys made to the insured person's home country.**

### 2.SPORTS

**Only if you have taken out the optional package 2. SPORTS will your policy cover be extended as detailed bellow:**

Please note that you will not be entitled to these covers if you have not taken out this package in your policy. You should check your particular conditions to verify this.

The cover of the policy extends to Group B and C activities (check DEFINITIONS - SPORTS ACTIVITY section). The following covers are also included:

#### A- Interruption of sport activities

The Insurer covers up to the amount stipulated in the Particular Conditions the reimbursement of any ski pass or season tickets (including courses, ski lifts and rental of sports equipment) that the Insured has purchased from the organiser of the stay or from a sports establishment, for the practice of sport as an amateur when the Insured cancels their activity, after their arrival at the place of the stay, for the following reasons:

- a) A bodily injury resulting in the impossibility of practising the sporting activity.
- b) The Insured must be repatriated in accordance with the covers: 3.6 Repatriation or medical transport of the injured or ill; 3.10 Repatriation of the deceased; 3.14 Return of the Insured due to the death of a non-insured family member; 3.15 Early return due to extraordinary risks.

The reimbursement is calculated from the day after the event covered by this policy and is proportional to the number of unused days.

**The amount of the reimbursement cannot exceed €500 per insured person.**

#### EXCLUSIONS

This cover does not extend to:

- a) Early returns that were not notified to the INSURERS or that were not made through or with their agreement, except in cases of force majeure or 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.
- c) Any reimbursement requested in cases in which the INSURED'S return occurred on the date on which the trip was supposed to end or subsequent to this date.
- d) Any illnesses or injuries as a consequence of chronic ailments or ailments occurring before the trip begins, for example AIDS or any other pre-existing illness (except for the exacerbation or decompensation of a chronic illness during the trip).
- e) Psychological and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- f) Illnesses or injuries occurring when carrying out work requiring manual labour.
- g) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- h) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- i) Childbirth.
- j) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- k) Participation in bets, duels, crimes or fights, unless carried out in legitimate defence.
- l) Terrorism.
- m) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- n) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- o) Losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- p) Pandemics.

#### B- hyperbaric chamber cost

In the event of an accident occurring during the trip as a result of scuba diving (with or without a tank), as an amateur, and provided that internationally recognised safety standards are met, the Insurer shall pay for the use of a hyperbaric chamber if necessary up to the limit established in the particular conditions.

**The maximum depth permitted for this cover to be valid is 20 metres.**

**The exclusions set out for 5. Accidents in the paragraph IV Cover of this general conditions shall apply except for the exclusion: d) Accidents that result from the practice of the sports activities listed in groups B and C of the DEFINITIONS section.**

#### C- Material losses of sports equipment

The INSURERS cover, up to the amount stipulated in the Particular Conditions and subject to the exclusions stated in these General Conditions, the payment of the indemnity corresponding to material loss affecting the INSURED'S sport equipment, during the trips or stays 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).
- Defects or damage caused directly by fire or theft.
- Defects and definitive, total or partial loss caused by the transport company.

**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.

Sport equipment 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.

•The pro rata condition of average is expressly deleted in respect of claims under this cover, which will be paid at first risk.

The exclusions set out for 1 Luggage in the paragraph IV Cover of this general conditions shall apply except for the exclusion k) sports equipment.

#### D- Delay in the delivery of sports equipment

The insurance policy covers, the purchase of essential items in case of a delay of 24 hours or more, in the delivery of the check-in sport equipment luggage, up to the limit established in the Particular Conditions. Invoices or proof of purchase are necessary.

If the delay takes place during the return journey, it will be covered if the delivery of the sport equipment luggage takes more than 48 hours.

This cover cannot be in addition to the basic cover **Material losses of sports equipment**.

The exclusions set out for 1 Luggage in the paragraph IV Cover of this general conditions shall apply.

#### E- Search and rescue cost

In the event of an accident covered by the guarantees of this insurance, which also results in a search, rescue, transportation or repatriation expenses of the INSURED, by the civil, military or rescue agencies alerted to this effect, the INSURER will reimburse the expenses up to the limit established in the Particular Conditions.

It will be requirement and necessary condition that the sport activity has been carried out in a responsible way and under the tutelage of a local company, with duly accredited guides or monitors accompanying the INSURED during the practice of the mention sport activity. **An exception for this obligation is made for practice of the ski, whenever it is carried out inside the tracks conditioned in the ski station.**

The exclusions set out for 5. Accidents in the paragraph IV Cover of this general conditions shall apply except for the exclusion: d) Accidents that result from the practice of the sports activities listed in groups B and C of the DEFINITIONS section.

#### F- Home help (only for residents in Spain)

In the event that the Insured has been repatriated in accordance with cover 3.6 Repatriation or medical transport of the injured or ill and must remain immobilised at home for more than five days or hospitalised for more than five days the INSURER shall pay, up to the limit established in the Policy, the costs of domestic assistance necessarily and reasonably incurred due to an illness or injuries that occurred during one of the INSURED'S trips.

The necessity of this home-based assistance must be accredited with a medical report. In any case, these costs shall be preapproved by the INSURERS, on a case-by-case basis. This home-based assistance may be given by any person, provided they have no family relationship or live with the INSURED.

The Insured shall be entitled to a maximum of 20 hours of home help in the 30 days following the date of the event with a minimum of 2 consecutive hours. The request must be done within 8 days following the date of the event.

### VI.-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 29<sup>th</sup> 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 8<sup>th</sup> October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20<sup>th</sup> 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 15<sup>th</sup> 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 cover 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.conorseguros.es](http://www.conorseguros.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.

## VII.- PRIVACY

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/proteccion-de-datos/>

## WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is “ERGO SEGUROS DE VIAJE, SUCURSAL 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](mailto:dpd@ergo-segurosdeviaje.es)

In the cases in which the existence of a co-insurer has been reported in your policy, the information on the co-insurer as eventual controller will also be included, for the part of the risks that are assumed by said co-insurance. Review the information on “Coinsurance and Reinsurance” below this clause, in case these figures have been provided for your policy.

#### **FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?**

**Necessary processing data 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) ) to respond to your requests for the contracting of said policies, iii) for the investigation, processing and, where appropriate, payment of compensation, iv) in order to render your personal data anonymous in order to comply with the solvency and provisions obligations imposed under applicable regulations, and v) for the exercise, formulation or defence of claims. In the event that your policy includes assistance benefits, your data is processed vi) for the provision of the required assistance, its payment to the provider or its reimbursement, which may include the handling of health data. In the case of travel insurance policies, it is possible that in order to fix the premiums vii) automated decisions are made using minimum profiles based on the claims experience of your policy, and studies that analyses as variables statistics data and the information about your trips destinations and durations.

**Additional processing data for commercial purposes to notify you of our offers and to enhance the quality of our 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, data can be process 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”).

#### **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. The additional mention data processing data for which you can always exercise your opposition, are based on the legitimate interest and the application of Art. 21 of the Law 34/2002 of 11 July, so this process will be carried out only if you are customer and accept our protection data policy balanced with your right to privacy. The forgoing 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. To carry out additional commercial data process your consent is required, which you can revoke at any time without detriment.

#### **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. Reinsurance Entities may access the information too, in accordance with art. 94.4 LOSSEAR, but just of the data strictly necessary for the conclusion of the reinsurance. For example, if your insurance policy includes legal protection cover, it is managed by a reinsurance contract with DAS Defensa del Automovilista y de Siniestros Internacional S.A. Please see below this clause for information on “Coinsurance and Reinsurance” in case these figures are foreseen for your policy.

If your policy includes assistance benefits, we inform you that 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.”, 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.

If you are going to use medical management systems as Air Doctor (AD), keep in mind that the moment you register with AD it will be necessary to verify that your policy is valid and in force, for which it is necessary to communicate minimum validation data to AD, guaranteeing in any case the appropriate confidentiality by means of a contract. AD is an entity located in Israel, protected by Commission Decision 2011/61/EU of January 31, 2011.

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. Service providers will also be recipients, but this will always be done with contracts and guarantees subject to models approved by the authorities. 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, for the purpose of pursuing, asserting or defending claims for the period of limitation of claims (five years for personal insurance and two years for property and casualty insurance), meeting our tax and supervisory obligations, and duly blocked (i.e. at the disposal of the relevant authorities to answer for the processing operations carried out). So that only the minimum necessary data relating to the operations and transactions carried out will be kept. Once these periods have elapsed, the data will be finally deleted.

#### **WHERE DOES YOUR DATA COME FROM AND WHAT CATEGORIES OF DATA ARE PROCESSED?**

Your data come from yourself, by filling in the forms where they are collected or, in the case of collective policies taken out by a policyholder other than yourself, through the management that the policyholder may carry out, who will have to inform you of this clause. The categories of the data processed are personal identification data (ID card, NIE, passport, driving license number, sex, nationality, residence and date of birth) or the insured event (trip, show, etc.). In the event of an accident there may be additional information, including health data, which will be provided upon your request, or with the appropriate guarantees by the relevant providers, in order to provide the corresponding assistance and thus comply with the policy.

#### **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 can request the intervention of a natural person to review said decisions, and object to them. You can also revoke any consent you have given without any prejudice to you.

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](mailto: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](http://www.ergo-segurosdeviaje.es)

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