



General Conditions

Travel Assistance

OnCampus ESTUDIA





General Conditions

ARTICLE I: DEFINITIONS, DURATION, VALIDITY AND TERRITORIAL COVERAGE OF THE POLICY

The following definitions shall obtain for the purposes of the above Guarantees:

Insurer: INTER PARTNER ASSISTANCE S.A., SUCURSAL EN ESPAÑA, member of the AXA Group, holder of Spanish Tax ID No. W-0171985-E, domiciled at Edificio Mar de Cristal, Calle Arequipa 1, Planta 3, Escaleras 2, 3 & 4, 28043 Madrid, holder of insurer code E0196, the entity issuing this policy which, in its position as Insurer and through collection of the premium, agrees to cover the risks under this contract and guarantees the corresponding benefits in accordance with the policy conditions.

Policyholder: The natural or legal person of legal age, whether or not insured, legally resident in SPAIN and recorded in the Policy Schedule and insurance certificate as such, responsible for payment of the premium and representing the set of INSUREDS under the policy.

Insured: Each of the natural persons listed as such in the insurance certificate as beneficiaries of cover under the policy arranged

Family members: The following shall be deemed to be family members of the Insured: his/her spouse, civil partner or person who cohabits with him/her, ascendants or descendants of any degree of consanguinity (parents, children) of both members of the couple and, in collateral lines, only brothers or sisters and brothers or sisters-in-law shall be classified as such.

Organiser: the organiser is understood to be the provider of tourist services with which the Insured has contracted the travel, such as hotel chains, airlines, tour operators, etc.

Premium: the price of the insurance including all legally applicable surcharges and taxes. The Policyholder is responsible for paying the premium.

Luggage: All objects for personal use that the Insured takes on the travel, including any provided by the means of transport used for travel.

Valuable items: Valuable items are understood to mean jewels, watches, objects made with precious metals, furs, paintings, objets d'art, silver and goldsmith work in precious metals, unique objects.

Electronic and digital equipment: Cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment and their accessories.

Entitlement goods: goods or essential products that cover the basic needs of daily life.

Term of the insurance: The validity of travel assistance guarantees with regard to each insured is for a maximum of one year from the effective date of the insurance, as specified in the policy schedule and insurance certificate.

Coverage territory: The guarantees under this insurance **provide worldwide cover in accordance with the mode contracted.**

Guarantees 1 and 3 shall be valid at a distance of more than 25 km from the regular abode of the Insured (except in the Balearic and Canary Islands, where the applicable distance shall be more than 10 km).

In the case of international mobility, the guarantees provide cover in the academic destination country, and for holiday travel of up to 5 days to other countries in this form.

Spanish residents abroad: Cover for academic stays and holiday travel up to 5 days in duration (from the academic destination country).



For residents in other countries travelling to Spain: Cover for academic stays and holiday travel up to 5 days in duration (from the academic destination country).

The guarantees under this insurance do not provide cover in the country of origin of the Insured, except for guarantees 32, 33, 34, 35 and 37, which are likewise valid for insured residents in Spain, who will enjoy cover in their academic activity or travel to and from the site.

Validity: The policy must be taken out before the departure date of travel.

Theft: Theft is understood to mean only robbery committed with violence or intimidation of people or by forcing inanimate objects.

Accident: A violent, fortuitous, sudden event external to and not associated with the Insured which may result in damage covered by the insurance guarantees under this policy and which occurred after the insurance contract date.

Pre-existing or chronic illness: Pre-existing or chronic illness means any condition whose symptoms appeared prior to the insurance being arranged, even if a final diagnosis had not yet been obtained.

Serious illness: A serious illness shall be understood as any alteration of a person's state of health involving hospitalisation and entailing the cessation of any activity, including travel or continuation of the Insured's trip, or entailing a risk of death within a very short timeframe unless medical action is taken.

Hospitalisation: Admittance of a person as a patient in a hospital for at least 24 hours or an overnight stay including a main meal at the medical centre in question.

Loss: An event the consequences of which are covered under the provisions of the policy.

Travel destination location: Town, city, village or locality that is the destination of the contracted travel.

Travel: Travel means travel undertaken by the Insured away from his/her habitual residence from the moment he/she departs the same until he/she returns after it has concluded.

Quarantine: Isolation of persons during a period of time as a method to avoid or limit the risk of spread of a disease or epidemic/pandemic.



ARTICLE II: GUARANTEES COVERED

TRAVEL ASSISTANCE GUARANTEES

1. Transport or medical repatriation of injured and ill persons

The Insurer shall bear the costs of the following if the Insured suffers an illness or an accident:

- a) The cost of transport by ambulance to the nearest clinic or hospital.
- b) Prior control by the insurer's Medical Team in contact with the doctor who treats the injured or ill insured person to determine suitable measures for the best treatment of the same and the most advisable means for their transfer to the most appropriate hospital or to their place of residence.
- c) The cost of the transfer expenses originated by the first assistance to the injured or ill person by the most appropriate means of transport to the prescribed hospital authorised by the Insurer or to the habitual residence of the Insured. In case of hospitalisation in a hospital distant from the Insured's residence, the Insurer shall be responsible, on medical discharge of the insured, for the subsequent transfer of the same to the habitual residence.

The means of transport used will be arranged according to the insured's condition. If the urgency and seriousness of the case so require, repatriation may be performed by special medical aircraft if the patient is in Europe or the countries bordering the Mediterranean. Transport shall be by scheduled airline from any other place.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

2. Return to destination country in event of medical repatriation

In any case of application of the "Transport or Medical repatriation of injured or sick persons", and at the request of the Insured, the Insurer will pay for a return ticket to the destination country provided that said return is strictly necessary to complete the academic year, as certified by their Spanish university of origin.

This return must be authorised in advance by the medical team of the Insurer.

3. Medical, surgical, pharmaceutical and hospitalisation expenses

The Insurer shall be responsible for the following items resulting from accidents or illnesses suffered by the Insured up to the limit indicated in the policy schedule and the insurance certificate:

- a) Medical and surgical expenses and fees.
- b) Pharmaceutical expenses required by medical prescription for treatment of conditions covered by this policy.
- c) Hospitalisation expenses.

In cases of vital urgency as a consequence of an unforeseeable complication in a chronic or pre-existing illness, expenses will be covered up to the point of stabilisation allowing travel to continue or allowing the patient to return to their regular domicile or the closest hospital to this, in accordance with the conditions indicated in the cover for Transport or Medical repatriation of injured or sick persons.

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.



4. Advance surety for hospitalisation abroad

If, because of an accident or illness covered by the policies during travel abroad, the insured needs to be admitted to a hospital establishment, the insurer shall cover the cost of any surety that the establishment might require in order to proceed to admit the insured, up to the limit stipulated for the medical expenses guarantee.

5. Emergency dental expenses abroad

If the Insured requires emergency treatment as a consequence of acute dental problems such as infections or trauma, the Insurer shall be responsible for the expenses inherent in said treatment up to the limit stated in the policy schedule and the insurance certificate. **Expenses deriving from implants, prostheses, veneers or endodontics shall not be covered.**

The Insurer's medical team shall contact the medical centre where the Insured is being attended in order to verify that the care received is appropriate.

6. Tele-consultation and video-consultation

The Insured may have access to remote medical consultation services with one of our medical practitioners (video consultation by app or website, remote online consultation), during which images and files may be exchanged by means of the procedures made available to the Insured as part of the tool in question. The doctor may remotely prescribe the suitable pharmaceutical product if he/she so deems necessary and send the prescription by e-mail. These procedures respect the legislation on the Protection of Personal Data

7. Second medical opinion for those travelling

In the case of serious illness, the Insurer provides the Insured with the Second Medical Opinion service. The Insured must to this end send the necessary medical information to the Medical Team of the Insurer, who will compile, analyse and administer this.

The Insurer will send a summary report on the Second Medical Opinion and convey this to the Insured, following translation into the language of the insured, if necessary.

The right to the service described under this guarantee is subject to travel with a duration of more than 60 days, and provided that the diagnosed illness is not pre-existing or derived from another likewise pre-existing illness.

8. Psychological care in response to crisis situations during travel

The Insurer shall, up to the limit indicated in the policy schedule and insurance certificate, cover the costs of any psychological care that the insured might need to receive as a result of a crisis during their travel abroad, suffered as a result of being a victim of a sudden and unforeseen event, such as robbery, threats, personal attacks, serious accidental injury or other traumatic incidents, such as a fire, explosion, traffic accident or terrorist attack.

This cover will not extend to any crises originating from, by way of example, without being confined thereto:

- Academic performance.
- Sentimental reasons.
- Material losses through negligence.



- Gambling addiction.
- Misuse or abuse of information and communication technologies (ICT).
- Social media, video games.
- Emotional disorders as a result of irrational, impossible or fantastic beliefs and/or in general those derived from any adaptive disorder originating in the normal, everyday context of the insured.

Any circumstance equivalent to those described above will be subject to evaluation by the Insurer to determine whether the requirements for cover are fulfilled.

9. Extended stay expenses

When the medical expenses payment guarantee is applicable, the Insurer shall be responsible for the expense of prolonging the Insured's stay in a hotel after hospitalisation and/or under medical prescription, up to the daily limit indicated in the policy schedule and insurance certificate for a maximum of 20 days per Insured.

10. Transfer or repatriation of the deceased

The Insurer shall take care of all the formalities to be performed at the place where the Insured died and of transport or repatriation of the same to the funeral place in their country of habitual residence.

11. Repatriation of belongings following death

If as a result of application of the cover for "Transport or repatriations of the deceased" any personal effects of the Insured are left in the travel location, the Insurer shall cover the expenses required to transfer or repatriate their luggage, **up to the maximum limit indicated in the policy schedule and insurance certificate.**

12. Dispatch of medication

In the event that the Insured is abroad and requires prescribed medication that cannot be acquired in that location, the Insurer shall take responsibility for locating it and sending it via the fastest route, subject to local legislation.

Cases where the medication is no longer manufactured or is unavailable via normal distribution channels are excluded.

The Insured will be required to reimburse the Insurer the cost of the medication upon presentation of the purchase invoice for the medication in question.

13. Travel expenses for up to two companions if the insured is hospitalised

When the Insured is hospitalised and the hospital stay is expected to last longer than five days, the Insurer shall provide a round-trip ticket for up to 2 family members or persons designated by the insured for the purpose of accompanying the latter.



14. Accommodation expenses of companions of the insured when hospitalised (max. 10 days)

If the Insured is hospitalised and is expected to remain in hospital for more than five days, the Insurer shall cover the cost of hotel accommodation for up to 2 family members who travel to the location, upon presentation of the corresponding receipts, up to **the amount indicated in the policy schedule and insurance certificate** per day, for a maximum of 10 days.

15. Travel expenses for up to two companions for mortal remains

In order to accompany the mortal remains of the insured, the Insurer shall cover the cost of return travel by rail (first class), airline (tourist class) or the means of collective transport deemed most appropriate, for a maximum of two persons appointed by the relatives, who are resident in the country of residence of the insured.

16. Accommodation expenses of those accompanying mortal remains (maximum 5 days)

If the above cover has been used, if the companion(s) is/are required to remain in the location where the death occurred, for administrative procedures connected with the transfer of the mortal remains of the Insured, the Insurer will cover their accommodation and living expenses **up to the maximum limit indicated in the policy schedule and insurance certificate**.

17. Premature return of the insured because of death of a relative

If a family member of the Insured (as defined above) dies in his/her country of habitual residence and if the Insured's means of travel or return ticket does not allow for early return or applies surcharges or penalties for the same, the Insurer shall provide the Insured with a one-way ticket on a scheduled tourist class flight or by train to the family member's funeral location in the Insured's habitual country of residence.

The Insurer shall cover the cost of travel back to the destination location of the Insured to continue the initially planned stay.

18. Premature return because of extraordinary risks

If an extraordinary event occurs in the travel destination country, as described below:

- a) Natural phenomena: extraordinary flooding, earthquakes, tsunamis, volcanic eruptions, atypical cyclonic storm and bodies or rocks falling from space
- b) Terrorism, rebellion, sedition, uprising and popular unrest;

The Insurer shall cover the cost of transport of the insured to their regular domicile by airline (tourist class) from the closest international airport, or train (first class), from the closest safe station. If the special circumstances so require, the Insurer may proceed to advance the funds required to allow the insured to make travel arrangements in person, with an obligation to present the corresponding invoices and to refund the advance not used.

In all cases this guarantee shall take effect only:

- **If the situation means that the insured cannot continue the activity for which they travelled.**



- If there is a declaration of risk entailing a recommendation to leave the location, issued by the Spanish authorities, such as the Ministry of Foreign Affairs.
- If it is impossible to complete the academic course, work placement or activity performed during the trip, requiring completion in their own country at the explicit and duly accredited request of their university of origin.

LUGGAGE GUARANTEES

19. Location of luggage and personal effects lost

In the event of loss of luggage and personal effects checked in to a means of transport, the Insurer shall provide advice to the Insured to enable the incident to be reported. If said objects are recovered, the Insurer shall provide advice for dispatch of the same to the place where the Insured is travelling or to his/her residence. If the carrier charges the Insured for dispatch of the recovered items to the place where the Insured is travelling or to his/her habitual residence, the Insurer shall reimburse this expense up to the maximum limit set forth in the specific conditions and insurance certificate.

20. Loss or theft of personal documents abroad

In the event of loss or theft of the Insured's passport or visa during the journey and during his/her stay in the country of destination, the Insurer shall assume the duly substantiated management and replacement expenses that may be required to obtain substitute documents issued by official bodies, **up to the maximum limit indicated in the policy schedule and insurance certificate.** Damages derived from loss or theft of the aforesaid objects or their misuse by third parties are not covered by this policy and therefore shall not be compensated.

21. Robbery and material damage to luggage

Reimbursement up to the maximum amount set forth in the policy schedule and insurance certificate for loss and damage to the Insured's luggage or personal effects is guaranteed in the event of theft, total or partial loss attributable to the carrier or damages as a result of fire or aggression that occurs during the journey. This cover excludes petty theft and straightforward loss attributable to the Insured as well as any money, documents and valuables involved. Cameras and accessories for photography, radio, sound or image recording, telephony, electronic equipment and the corresponding accessories are covered, up to 50% of the sum insured for the luggage as a whole. **Normal wear and tear due to use shall be deducted from said compensation.**

The following documents must be submitted in advance to benefit from this cover:

- Declaration of lost items specifying their value and year of purchase.
- Report to the competent authorities during the journey and at the place the events occurred.
- Purchase receipt for lost or damaged objects.

For losses caused by carriers, the original property irregularity report (PIR) and proof of non-recovery of luggage must be provided 30 days after the loss thereof. If the insured has already been compensated by the carrier for all theft or damage to their luggage, no reimbursement shall be payable by the Insurer.

In the event of permanent loss of the luggage, the Insurer will deduct the amount already indemnified as expenses incurred for urgent purchase of clothing and essential items provided for in the previous clause.



The compensation for damages produced on the outside luggage items shall be limited to a maximum of €50.

22. Delayed delivery of luggage

Guarantee valid only when travelling with regular airline companies that are IATA members.

If the Insured suffers a delay of **more than 6 hours**, or one night, between the expected and the real delivery time in the delivery of their checked-in luggage upon arrival at their destination, the Insurer shall reimburse the former **up to the maximum limit established in the policy schedule and insurance certificate** for expenses incurred for urgent purchases of clothing and essential items.

Expenses for entitlement goods incurred at the point of origin of the journey are excluded from this cover.

The Insured shall submit a photocopy of the airline ticket, the property irregularity report (PIR) provided by the carrier and the original invoices for the purchase of personal items and entitlement goods that he/she may have acquired.

DELAY AND LOSS OF SERVICE GUARANTEES

23. Travel delay of the means of transport

The Insurer shall reimburse the Insured for real entitlement goods expenses when the trip is delayed due to the fault of the airline or weather conditions, provided that this delay, from the estimated time of departure, is longer than 4 hours and up to the maximum limit indicated in the policy schedule and insurance certificate.

The Insured must submit:

- A copy of the ticket or boarding pass (for electronic tickets).
- An appropriate incident certificate issued by the airline.

24. Lost connections

Likewise, if the Insured misses a connecting flight already confirmed at the transfer point due to a late arrival of the incoming flight and there is no alternative transport available to continue the journey within two hours of the actual arrival time of said incoming flight, the Insurer shall reimburse the Insured for the essential expenses incurred (including for the purchase of a ticket for an alternative flight) up to the maximum limit indicated in the policy schedule and insurance certificate.

In order to collect compensation, the Insured must submit proof of having missed the connecting flight (issued by the airline).

25. Travel delayed by Overbooking

If the carrier or the service provider at the place of destination contracts more passengers than the number of places actually existing and the Insured suffers a change in the services initially contracted for this reason, the Insurer shall reimburse the essential items expenses occasioned by said circumstances up to the maximum limit indicated in the policy schedule and insurance certificate.



26. Travel cancellation

If the Carrier Company effectively cancels the outbound journey to the Insured's study stay with the company giving less than 24 hours of prior notice, and provided that the Insured had a confirmed airline, long-distance train or scheduled ferry crossing ticket, the Insurer shall reimburse the Insured the extraordinary travel, accommodation and living expenses incurred up to the limit established in the policy schedule and insurance certificate.

Effective cancellation is to be understood as cancellation making it impossible for the Insured to travel by the means of transport booked.

27. Cancelled departure of means of transport because of strike

If because of strike action the departure of the means of collective transport on the outbound trip booked by the Insured is cancelled, the Insurer shall, up to the limit established in the policy schedule and insurance certificate, cover taxi, train or hire car expenses to return to the home from which they left for the airport, train station or port where the departure was cancelled.

CANCELLATION GUARANTEES

28. Cancellation of travel due to terrorism or natural disasters

The Insurer shall assume compensation, up to the maximum limit indicated in the policy schedule and the insurance certificate, for the real cancellation expenses contractually owed to the organiser of the travel when the Insured cancels the trip before departure for reasons of Terrorism or Natural Disaster, provided that one of said events has occurred a maximum of 30 days prior to the scheduled date of the trip and a maximum of 30 kilometres from the destination of the same.

The following meanings shall apply:

- Terrorism: any act in which force or violence are threatened or actually used by any person or group of persons, acting either in isolation or in relation to a political, religious, ideological or similar organisation, with intent to coerce a government or the general public. The act must be declared a terrorist act by the government of the place where the event takes place.
- Natural disaster: flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire or volcanic activity caused by nature. All man-made events are excluded.
- Travel destination location: town, city, village or destination location of the travel booked.

OTHER GUARANTEES COVERED

29. Transmission of urgent messages

The Insurer shall be responsible for transmitting any urgent messages deriving from the events covered by these guarantees on request of the Insured.

30. Healthcare information service

The Insurer provides the Insured with a 24/7 Traveller Guidance telephone service. This service provides the Insured with access to the Insurer's team of local experts to resolve any concerns connected with the trip.

The queries covered by this guarantee are to be understood as follows:

- Bureaucratic and/or administrative aspects



- Local currency
- Language
- Contacts
- Medical information before travelling
- Security
- Advice before, during and after travelling.

This guarantee offers guidance, but does not include the cost of any services that the Insured might require after receiving the advice. The cost of the service would in this case be borne by the Insured.

31. Interpreter service in case of illness/accident

If as a result of illness or accident covered by the policy the Insured requires an interpreter for initial assistance, the Insurer shall provide a person to enable translation in accordance with the situation in question, provided that this service can be provided in the Insured's location, and up to the limit established in the policy schedule and certificate.

PERSONAL ACCIDENT GUARANTEES

32. Death or permanent disability due to accident

The Insurer guarantees, up to the limit indicated in the policy schedule and insurance certificate, and save for the exclusions indicated in these General Conditions, payment of any compensation that might apply in the event of death or permanent disability as a consequence of accidents suffered by the Insured during travel or the stay abroad or for insureds resident in Spain, in performing academic activities and in travelling to such activities in the country of origin. **Persons over 70 years of age are not covered by this guarantee and the cover for minors under 14 years of age is limited to €3,000 for funeral expenses and up to the amount set in the Particular Conditions for permanent disability.**

The compensation limit is set as follows:

a) In the event of death: When it is proven that the death is the consequence of an accident guaranteed by the policy the Insurer shall pay the sum set in the Policy Schedule, provided that the death occurs within one calendar year of said accident.

If after payment of an indemnification for permanent disability the Insured dies as a result of the same loss event, the Insurer shall pay the difference between the amount paid for disability and the sum insured for the event of death, if the latter is greater.

b) In the event of permanent disability: The Insurer shall pay the total amount insured in the event of permanent total disability and the proportional part in the event of permanent partial disability.

The following table is established for the purpose of assessing the respective degree of disability:

b.1 Loss or disabling of both arms or both hands, or of one arm and one leg, or of one hand or of one foot, or of both legs, or both feet, absolute blindness, absolute paralysis, or any other injury disabling him/her for all work 100%.

b.2 Loss or total paralysis of:

- One arm or one hand 60%
- One leg or one foot..... 50%
- Complete loss of hearing 40%
- Paralysis of the thumb or index finger 40%
- Loss of sight in one eye 30%



- Loss of the thumb of one hand.....20%
- Loss of the index finger of one hand..... 15%
- Deafness of one ear..... 10%
- Loss of any other finger5%

In cases not listed above and for partial losses, the degree of disability shall be set in proportion to the severity of the loss compared to the listed disabilities. In no event may the compensation for partial disability exceed that for permanent total disability.

The degree of disability must be finally determined within one year of the date of the accident.

For the purposes of assessment of the actual disability of an affected member or organ, the occupational situation of the Insured shall be disregarded.

If the Insured had physical defects before the accident, the disability caused by said accident cannot be classified as of a higher degree than it would be if the victim were a normal person from the point of view of body integrity.

Healthcare as a result of accident

This guarantee shall be understood to include medical, pharmaceutical and hospital expenses, in addition to those resulting from the ambulance service and physical rehabilitation expenses arising as a consequence of an accident suffered personally by the Insured resident in Spain and occurring in Spain while performing any academic activity.

The overall amount of the aforementioned expenses is limited to the amount of the Sum Insured as explicitly agreed in the Policy Schedule, 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 Policy Schedule, 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 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 policy schedule, 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 benefits provided by the Policy in no way serve to insure 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.

33. Compensation for classes lost through accident

In the event of accident or medical repatriation of the Insured by the INSURER preventing them from attending scheduled classes for 20 consecutive days, justified expenses incurred with regard to private classes shall be reimbursed, up to the maximum indicated in the Policy Schedule and insurance certificate.

The insured must present documented accreditation of the contracting of and payment for the classes as accreditation for such reimbursement.

34. Compensation for lost enrolment

In the event of accident, or medical repatriation of the Insured by the INSURER, preventing the Insured from attending scheduled classes for at least two consecutive months after the date of the accident, or if this occurred within the 15 days immediately prior to a final examination being held, if the Insured cannot attend this examination, the Insurer shall reimburse the cost of the enrolment fee up to the limit indicated in the Policy Schedule and insurance certificate.

In all cases it must be the medical services of the Insurer that decide whether the illness or accident suffered by the Insured is sufficiently significant to prevent the corresponding course from being taken.

35. Family misfortune

A guarantee is provided for payment of the cost of the Insured's university course up to a limit established in the Policy Schedule and insurance certificate in the event of the death by accident of the father, mother, Guardian or person on whom the Insured is economically dependent.

CIVIL LIABILITY GUARANTEES

36. Private General Liability

The Insurer shall bear the cost, up to the maximum limit indicated in the policy schedule and insurance certificate, of any monetary indemnities which, according to articles 1902 to 1910 of the Spanish Civil Code or similar provisions of foreign legislations, the Insured, as a private person, would be obliged to pay as civil liable for bodily or material damages to third parties, their animals or possessions caused involuntarily during the journey. For the purposes of this clause the following persons do not constitute third parties: the Policyholder, other persons insured under this policy, their spouses, legally registered domestic partners, ascendants and descendants or any other relative who lives with any of the aforesaid and their partners, employees and any other person who, de facto or under law, is dependent on the Policyholder or the Insured while acting within the scope of said dependency.

This coverage includes payment of court costs and expenses and posting of bail required of the Insured.



37. Civil liability private for work experience students

Subject to the terms and conditions of the Policy, cover extends to civil liability attributed to the Insured directly, or on a joint and several or subsidiary basis, up to the limit indicated in the policy schedule and insurance certificate, 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:

- 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.
- 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:

- a. Damage occasioned as a result of not holding the required training and/or qualification to pursue the profession and/or professional activity.
- b. Damage occasioned by surpassing the purely learning functions entrusted to the student during the practical experience.
- c. 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 Civil Liability cover will be limited to cover for the Civil Liability of such students only during their academic activity, without extending to claims resulting from damages occasioned outside said sphere.

LEGAL DEFENCE GUARANTEES

38. Legal defence travel assistance

LEGAL SERVICES

I. SERVICE DEFINITION

Legal Consultancy and Legal Defence services required by the Insured as a result of and in the circumstances of temporary travel away from their regular abode covered by the main assistance insurance, the Insurer undertaking to provide the Insured with the following, within the limits established by Law and in this contract:

- a) Under the guarantees covering claims for damages or defence, provide out of court assistance services (bring amicable claims or respond to amicable claims brought by third parties) with its own resources.
- b) Under those guarantees insuring intervention in administrative, court or arbitration proceedings, cover any expenses that might be incurred by the Insured as a result of such intervention, and as detailed in the "Scope of the Insurance" subsection of these conditions.
- c) Provision of the explicitly agreed service, or payment for this, within the scope indicated in the definitions of the guarantees of this legal protection subsection.



II. SERVICE TIMES.

The service will be provided directly from Monday to Friday, 09:00 to 19:00 hours, Spanish mainland time, except for national public holidays.

Calls will nonetheless be received 24 hours a day, 365 days a year, with the request for Legal Services being registered in order for the Insured to be contacted the next business day.

III. TEMPORAL SCOPE OF COVER

Cover applies to legal protection claim incidents occurring during the term of validity of the policy and of which the Insurer receives confirmed notification during the term of validity or within up to 2 years after the incident occurred.

For the purposes of legal defence cover, claim incidents will be understood to have occurred at the following times:

1. For Telephone Legal Assistance guarantees, the cover takes effect for those issues derived from events occurring or learned of by the Insured as a result of travel.
2. In criminal offences, the incident is deemed to have occurred at the moment when the culpable or punishable act took place, or is claimed to have taken place.
3. In cases of claims for damages under non-contractual culpability, the claim incident is understood to have occurred at the moment of the action or omission that caused the damages. In the case of ongoing damages (in other words, those occurring successively as a consequence of a cause which has not been remedied or has been inadequately remedied), the incident is deemed to have occurred at the moment when the damages came to light for the first time.
4. In cases of contractual breach or culpability, the claim incident is understood to have occurred at the moment when the breach of the contractual provisions occurred, began, or is claimed to have begun.
5. For other claim guarantees, the incident is understood to have occurred during travel at the time when the impact on the rights of the insured began.

IV. DEFINITION OF CLAIM INCIDENT: DECLARATION AND HANDLING OF LEGAL DEFENCE CLAIM INCIDENTS

Claim incidents occurring during the term of validity of the policy and of which the Insurer is given confirmed notification during the term of validity or within two years of the date of occurrence.

V. LEGAL DEFENCE GUARANTEES DURING TEMPORARY TRAVEL

A) LEGAL ADVICE PHONELINE

This service, providing direct consultation with the Legal Assistance Centre, 24 hours a day, 365 days a year, will provide the Insured **with legal advice regarding any incident or problem in their private or professional life.**

Queries that can be resolved verbally are covered, but not any other actions subject to the payment of fees.

This service will be provided on business days from Monday to Friday and from 09:00 to 19:00 hours, although the phonenumber will be active 24 hours a day. If calls are made outside the stated times, the operator will note down the identity of the Insured and their query, for them to receive a response by telephone on the next business day.

Those queries requiring a search in legal texts or other additional consultancy will be handled as soon as possible, and the Legal Service will subsequently contact the Insured to resolve the query by telephone.

The service allows a maximum period of 48 hours to resolve the query raised.

B) LAWYER NETWORK CONNECTION IN THE EVENT OF IN-PERSON LEGAL ADVICE

If the Insured requires Legal Consultancy while travelling Abroad in connection with an accident suffered in their private life, the Insurer will place them in contact with a practising lawyer in the country



in question who speaks Spanish, or otherwise some other language that the Insured understands, to allow a meeting to be scheduled at their practice or to provide them with assistance when giving evidence in court and before the competent authorities.

The costs of legal assistance and consultation will be covered by the Insured.

C) LEGAL DEFENCE

1. CRIMINAL DEFENCE

A guarantee is provided for defence of the Insured against criminal liability in any criminal proceedings pursued as a result of crimes or misdemeanours committed negligently through events occurring during and as a result of temporary travel away from their regular abode and at a distance greater than that indicated in the policy for cover to apply.

This includes the provision of criminal bail money in order to obtain the provisional release of the Insured, presentation in trials and/or responsibility for payment of court costs. Initial assistance for detainees while at the police station is explicitly included.

A guarantee is likewise provided for the defence of the Insured in the capacity of pedestrian, passenger in any means of transport, driver of an unpowered terrestrial vehicle or as a driver of a powered terrestrial vehicle not classified as a motor vehicle for the purposes of traffic legislation (such as electric scooters, electric wheelchairs...).

Except for initial assistance for detainees, **an exclusion applies to criminal defence as a result of traffic incidents, unless this is not covered by the policy for the vehicle driven or occupied, in which case this guarantee would provide cover on a subsidiary basis.**

Criminal defence of the Insured as a result of driving any powered maritime or airborne vehicle is likewise excluded.

2. NON-CONTRACTUAL DAMAGES CLAIMS.

A guarantee is provided for claims against the identifiable responsible third party, whether amicably or through the courts, for compensation to which the Insured would be entitled as a result of bodily and material damages and harm occasioned to him/her through negligent or culpable actions, in an accident occurring during travel covered by the policy.

This guarantee includes claims for damages suffered as a pedestrian, passenger in any means of transport, driver of an unpowered terrestrial vehicle or as a driver of a powered terrestrial vehicle not classified as a motor vehicle for the purposes of traffic legislation in Spain (such as electric scooters, electric wheelchairs and similar).

The guarantee does not include a claim for damages as a consequence of a breach of a specific contractual relationship between the Insured and the party responsible for the damages.

In the event of the death of the Insured, the claim may be brought by family members, heirs or beneficiaries.

VII. SCOPE OF THE INSURANCE

Within the limits established in Law and in this contract, the Insurer covers the following expenses:

1. Notarial expenses for the granting of powers of attorney for litigation (where necessary), and the costs of any notarial affidavits, demands or other instruments required to defend the interests of the Insured (if they are first accepted by the Insurer).
2. The lawyer's fees in any guaranteed proceedings.
3. The tariff expenses and fees of a court agent in those proceedings requiring the mandatory participation of such an individual.
4. The fees and expenses of expert witnesses designated or authorised by the Insurer.
5. Court costs derived from the handling of the guaranteed proceedings.



6. Expenses from the adoption of interim relief in the guaranteed proceedings.
7. Court levies derived from the handling of the guaranteed proceedings.
8. In guaranteed criminal proceedings, provision of the bail money required in order to obtain the provisional release of the Insured, to guarantee attendance at court and/or to cover the payment of court costs.

VIII. LIMITS

The Insurer will cover the costs indicated above up to the maximum amount indicated in the policy schedule and insurance certificate.

If the criminal defence of the Insured would involve the lodging of sureties, this will be provided up to the maximum amount insured per claim incident as indicated above. **The lodging of civil surety is not guaranteed.**

In the case of events derived from the same cause and occurring at the same time, these shall be considered to constitute one single claim incident.

In the event that a claim incident affects several legal protection guarantees, the maximum limit on expenses guaranteed for the benefits corresponding to the claim as a whole shall be as indicated in the policy schedule and insurance certificate.

IX. EXCLUDED PAYMENTS

The following shall under no circumstances be covered by the policy:

1. Compensation, fines or penalties imposed against the Insured.
2. Taxes or other levies payable as a result of the presentation of public or private instruments with official bodies.
3. Expenses derived from a joinder or counterclaim, where these refer to matters not covered by the guaranteed cover.
4. Civil liability defence expenses.
5. Sureties provided to cover the payment of civil compensation or the payment of fines.
6. Those derived from the involvement of professionals whose appointment was not declared and, where relevant, authorised in advance by the Insurer.
7. Travel, accommodation and living expenses of the Insured, lawyers, court agents, expert witnesses, witnesses and/or any other person required to attend the trial.
8. Any other expense not explicitly provided for or included in these guarantees.

X. CHOICE OF LAWYER AND COURT AGENT

The Insured will be entitled to choose any Court Agent and Lawyer to represent them and defend them in any class of proceedings, whether court, administrative or arbitration proceedings.

Prior to making the appointment the Insured must inform the Insurer of the name of the chosen Lawyer and Court Agent. The Insurer may reject the appointed professional on justified grounds, and if this gives rise to a dispute, the matter will be referred for arbitration as set out in the subsection "RESOLUTION OF CONFLICTS BETWEEN THE PARTIES".

In the event that the chosen Lawyer is not resident in the court district where the proceedings serving as the basis for the guaranteed benefit are to be conducted, the Insured shall cover the corresponding expenses and fees or travel costs included by the professional in question in their invoice.

The professionals chosen by the Insured shall enjoy the fullest freedom in the technical approach to the case entrusted to them, without being dependent on the instructions of the Insurer, which is not responsible for any action by such professionals, nor the outcome of the case or proceedings.



If urgent involvement of a lawyer or court agent is required before notice of the claim is given, the Insurer will likewise cover the fees and expenses derived from their actions.

In the event of a potential conflict of interest between the parties, the Insurer will inform the Insured of this circumstance in order to allow the latter to decide as to the appointment of the lawyer or court agent deemed appropriate to defend their interests, on the basis of the freedom of choice recognised in this article. This notwithstanding, it is here placed on record that defence in the civil sphere is automatically guaranteed under Civil Liability insurance on the basis of Article 74 of Insurance Contracts Act 50/1980, of 8 October 1980.

XI. PAYMENT OF FEES

The Insurer shall settle the fees of the Lawyer acting in the defence of the Insured, subject to the rules established for this purpose by the General Spanish Bar Council, and if no such rules exist, the provisions established by the respective provincial bar associations. The fee guideline rules will be considered as a maximum limit on the obligation of the Insurer.

Any differences as to the interpretation of these standards will be referred to the competent commission of the corresponding Professional Legal Association.

In the event that more than one lawyer participates in the claim incidents at the decision of the Insured, the Insurer shall at the most pay the fees equivalent to the involvement of just one lawyer for the complete defence of the interests of the Insured, likewise subject at all times to the aforementioned rules regarding professional fees.

The fees of the Court Agent, if the involvement thereof is a mandatory requirement, shall be settled in accordance with the tariff or payment scale.

In order for reimbursement to be made, the Insured must provide accreditation of the payment made by means of the corresponding invoices, receipts, or any other documentation that the Insurer might request as proof of the expense incurred.

The Insurer will not reimburse the Insured any fees or expenses incurred if the judgment awards costs against the opponent, unless said party is declared insolvent.

XII. TRANSACTIONS

The Insured may reach a negotiated settlement over the course of the proceedings, although if this gives rise to obligations or payments incumbent on the Insurer, both parties must always act having first reached a mutual agreement.

XIII. RESOLUTION OF DISPUTES BETWEEN THE PARTIES

The Insured will be entitled to refer for arbitration any dispute arising between him/her and the Insurer regarding this Legal Assistance Guarantee.

The appointment of arbiters may not be performed before the disputed matter arises.

Should either of the parties decide to bring action before Court Bodies, they must refer the matter to the Judge for the domicile of the Insured, as the sole authority enjoying competence on legal grounds.

XIV. DISAGREEMENT IN THE HANDLING OF THE CLAIM

If the Insurer believes that there is no reasonable chance of success, and therefore considers that litigation should not be brought, it must inform the Insured, while the Insurer is likewise entitled to reach a decision as to whether to lodge an appeal.

The insured may reach a negotiated settlement during the proceedings, but must obtain written authorisation from the Insurer regarding all matters affecting expenses or costs payable by the latter.

In all cases the Insurer shall reimburse the Insured expenses arising in litigation and appeals conducted where there is a dispute with the Insurer, if a beneficial result for the former is obtained, in accordance with the limits established in the policy.



XV. SUBROGATION

Once the service covered by the legal protection guarantees has been provided, and/or the benefit has been paid out, the Insurer may exercise any rights and actions to which the Insured would be entitled as a result of the claim incident, against the persons responsible for the incident. The Insured cedes these rights to it.

XVI. LITIGATION MINIMUM

The minimum litigation amount is the economic amount of the claim below which the Insurer does not guarantee any expenses that might result from involvement in administrative, court or arbitration proceedings.

For these legal protection claim guarantees, the established litigation minimum is €300, as the amount corresponding to the object claimed, below which only amicable claims are guaranteed.

This limit does not affect the Criminal Defence



ARTICLE III. CONTRACT LIMITS. EXCLUSIONS

A. General exclusions relating to all guarantees

Guarantees and services not requested from the Insurer and which are claimed without agreement of or by the same, except in cases of force majeure or proven material impossibility.

- Refusal or delay in transporting the Insured decided by the Insurer's medical team for reasons attributable to the Insured or persons accompanying the same.
- In the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crime not derived from a traffic accident, restrictions on free movement or any other case of force majeure unless the Insured proves that the loss is not related to said events.

**The limitation corresponding to Terrorist Acts will not apply to the guarantee for Cancellation because of terrorism and natural disasters and the guarantee for Premature return because of extraordinary risks*

- Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.
- Those derived from the pursuit of any sport as a professional or federation member (including training) or where remuneration is received, including leagues or competitions between different universities that entail membership of a university sports club or team, a scheduled competition calendar, and that entail the long-term pursuit of sport, in terms of both training and organised and prearranged fixtures, and in any event the pursuit of any of the following forms of sport, even as an amateur: motor vehicles, mountain climbing, canyoning, climbing, caving, hunting, skiing, heli-skiing, off-piste skiing and/or winter sports, sporting gymnastics, tethered or bungee jumping, nautical or some aquatic sports and undersea diving, the use of light aircraft or any other sporting practice entailing an airborne risk (such as parachuting, hang-gliding, ballooning, etc.), horseriding, boxing, any form of combat, martial arts, airborne sports (parachuting, hot air ballooning, hang-gliding, parasailing, gliding, etc.), bullfighting, bull-running or any other participation in events with bulls; and in general, any sport or recreational activity known to be hazardous or high-risk.
- Injuries and illnesses occurring during the period between the start and end dates of the trip in the exercise of a profession of a manual nature.
- Psychic, mental or nervous illnesses with or without hospitalisation.
- Rescue of people at sea, in the mountains or in the desert.
- Loss and damage caused by radiation from nuclear transmutation or disintegration or radioactivity.
- The obligations of the Insurer pursuant to the coverage of this policy end the moment the Insured returns to his/her habitual residence or has been admitted to a medical centre no further than 25 km from the aforesaid residence.
- Illnesses or injuries that occur as a result of pre-existing, serious or chronic diseases with risk of aggravation suffered by the Insured and complications or relapses of the same.
- Suicide or illnesses and injuries resulting from attempted suicide or self-inflicted injuries by the Insured and those directly or indirectly resulting from criminal actions committed by the Insured.



- The treatment of illnesses or pathological states produced by intentional ingestion or administration of alcohol, drugs, narcotics, or the use of medication without medical prescription.
- Expenses for any type of prosthesis, orthosis, dental repairs and pieces, spectacles and contact lenses.
- Childbirth and pregnancies except unforeseeable complications during the first seven months.
- Any type of medical or pharmaceutical fees or expenses costing less than €10.
- Burial and ceremonial services in connection with the transport or repatriation of deceased persons.
- Natural disasters.*

** Except under the guarantees for Cancellation because of terrorism and natural disaster and Premature return because of extraordinary risks*

- Driving vehicles over 50 cc without the applicable Personal Accident Insurance (PAI).
- All expenses incurred when the insured trip is a SEA CRUISE are excluded from this policy.
- The Insurer shall not be obliged to provide coverage, reimburse expenses or assume any assistance whatsoever when the supply, payment or rendering thereof exposes the Insurer to a sanction, prohibition or restriction under any United Nations Resolution or pursuant to commercial and economic embargoes, sanctions, laws or any other regulation promulgated by the European Union, the United Kingdom or the United States of America.
- Any circumstance known by the insured prior to the purchase of the policy, or at the time of booking any trip, that could reasonably involve cancellation thereof.
- Any amount for a service booked and not used when it can be recovered from:
 - The providers of accommodation, transport and/or any other service contained in the booking.
 - Booking agents or travel agent.
 - Other existing compensation mechanisms.
 - The credit card, debit or PayPal service with which the insured paid for the trip or part thereof.
- Any claim incident derived from a trip to a specific country or area where a relevant governmental body or authority in the country of origin and/or destination had advised against travel due to an epidemic or pandemic, without the preventive and/or mandatory measures designated for this purpose.
- Any cause that is not included among the causes guaranteed by the insurance policy, including the disappearance of the reason for travelling or the unwillingness to travel.
- Where the insured has not administered the vaccines or mandatory medication before travelling.
- Prohibition or recommendation not to travel by the Official Authorities (Ministry of Foreign Affairs or any other official body) due to the epidemic/pandemic, without the preventive and/or mandatory measures designated for this purpose.



B. General Exclusions relating to the Travel Cancellation guarantee

The Travel Cancellation Expenses guarantee shall not cover travel cancellations caused by the following:

- Cosmetic plastic surgery, detoxication, contraindication to flying, contraindication or failure to be vaccinated, the impossibility of following the recommended preventive medicinal treatment in certain destinations, voluntary interruption of pregnancy, alcoholism, use of drugs and narcotics unless they have been prescribed by a doctor and taken as prescribed.
- Mental, psychological or nervous illnesses and depression, with or without hospitalisation, of the Insured or his/her relatives.
- Participation in competitions, contests, dares, fights, crimes or duels.
- Chronic or pre-existing illness of the Insured.
- Chronic, pre-existing or degenerative diseases of the relatives of the insured described in these General Conditions not insured by these policies.
- Epidemics in the destination country.
- Failure to provide the essential documents for the trip (passport, airline tickets, certified vaccination visas) for any reason whatsoever.
- Intentional acts, self-inflicted injuries, suicide or attempted suicide by the Insured.
- Wars (declared or not), riots, acts of terrorism*, the effects of radioactivity, popular movements, strikes and the conscious or intentional non-observance of official prohibitions.
- High-risk pregnancies are excluded.
- False or fraudulent invoices.

C. Exclusions relating to the Civil Liability guarantees

The guarantee for Private Civil Liability and Private Civil Liability for students on placements does not include compensation derived from:

- In the event of war, popular demonstrations and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crime not derived from a traffic accident, restrictions on free movement or any other case of force majeure unless the Insured proves that the loss is not related to said events.
- Loss and damage caused by fraud by the Insured, the Policyholder, the beneficiaries or by persons travelling with the Insured.
- Loss and damage caused by radiation from nuclear transmutation or disintegration or radioactivity.
- Any type of liability of the Insured for driving motor vehicles, flying aircraft and sailing boats and for the use of firearms.
- Civil liability derived from all professional, trade union, political or associative activities.



- Fines or sanctions imposed by courts or authorities of any kind.
- Liability derived from taking part in any sport as a professional, and the following sports even as an amateur: mountaineering, boxing, parachuting, hang-gliding, gliding, polo, rugby, shooting, sailing, judo, bobsleigh, speleology, scuba diving, martial arts, skiing, heli-skiing, off-piste skiing and motor sports.
- Damage to objects entrusted to the Insured for any reason whatsoever. Unless the result of the students' academic placements, as indicated in the guarantee for civil liability for students on placements.
- Damage caused to objects owned by the insured student, including loss or misplacement.
- Sexual assault or attempted sexual assault.
- All expenses incurred when the insured trip is a SEA CRUISE are excluded from this policy.

D. Exclusions relating to Luggage:

- Theft, loss or simple misplacing due to carelessness or lack of attention attributable to the Insured.
- Loss, theft or damage to luggage left in an unattended vehicle without signs of forcing.
- Objects not mentioned in the original police or public transport company report.
- Objects not accompanied by the associated original invoice.
- Loss, theft or damage as a result of actions by official organisations or legally constituted authorities.
- Spectacles, contact lenses, hearing aids, dental appliances, medicines, orthopaedic devices.
- Cash, credit cards, identity documents or official documents and valuables.
- Normal wear and tear.

E. Exclusions relating to accident guarantees

The guarantees for Death or Permanent Disability due to accident do not include the following:

- Bodily injuries that occur in a state of mental derangement, paralysis, stroke, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis and, in general, of any injury or illness that diminishes the physical or mental capacity of the Insured.
- Bodily injuries as a result of criminal actions, provocations, quarrels, - except in cases of self-defence - duels, recklessness, dares or any risky or reckless undertaking, accidents as a consequence of declared or undeclared war events, popular riots, earthquakes, floods and volcanic eruptions.
- Diseases, hernias, lumbago, intestinal strangulation, the complications of varicose veins, poisoning or infections not directly and exclusively caused by an injury within the scope of the covers under the insurance.
- The consequences of surgery or treatments that are not necessary to cure suffered accidents, and those pertaining to personal care.



- Involvement in the following sports: Speed or endurance racing, aeronautical ascents and travel, climbing, speleology, horseback hunting, polo, wrestling or boxing, rugby, spearfishing, parachuting, skiing, heli-skiing, off-piste skiing and any high-risk game or sports activity.
- Use of two-wheel vehicles of a cubic capacity in excess of 50 cc.
- The exercise of a professional activity excluding commercial, artistic and intellectual pursuits.
- Any person intentionally causing the loss event is excluded from the benefit of the covers under this policy.
- Aggravation of injuries resulting from an accident that occurred prior to the insurance contract date is expressly excluded.
- Countries in a state of war or siege, insurrection or warlike conflict of any kind or nature, declared or not, and that are specifically mentioned on the invoice or in the Policy Schedule are excluded from the guarantees set forth in this policy.
- The Insured hereby expressly agrees that the obligations of the Insurer pursuant to the coverage of this policy end the moment the Insured returns to his/her habitual residence or has been admitted to a medical centre no further than 25 km from the aforesaid residence. (15 km in the Balearic and Canary Islands).

MAXIMUM ACCRUAL:

The maximum compensation for a single claim under this policy shall not exceed €3,000,000.

F. Exclusions relating to the Legal Defence guarantees

- Complaints against INTER PARTNER ASSISTANCE, S.A. SUCURSAL ESPAÑA, or another company of the AXA group.
- Claim incidents with regard to legal protection guarantees other than as detailed in the policy or optional guarantees that the Policyholder has chosen not to arrange.
- Defence and claims in the event of related insolvency proceedings.
- Compensation and interest, and any fines or penalties that might be imposed against the Insured.
- Claims for non-pecuniary or pecuniary losses that are not the result or consequence of material or bodily harm.
- Taxes or other levies payable as a result of the presentation of public or private instruments before official bodies.
- Costs resulting from joinders or counterclaims, if they refer to matters not included within the guaranteed cover.
- Any type of action arising directly or indirectly from events produced by nuclear energy, genetic alterations, radioactive radiation, natural disasters, war actions, riots and acts of terrorism.



- Disputes arising from or due to strikes, lockouts, collective labour disputes or employment regularisations.
- Events voluntarily caused by the Insured or those involving wilful misconduct or gross negligence on the part of the latter, according to a final court ruling.
- The defence, claim and payment of entitlements connected with conflicts resulting from involvement by the Insured in training, competition or trials connected with motorsports.
- Events occurring in conflicts connected with the administration of properties, assets, shares, gambling and betting agreements and speculative businesses.
- Those derived from or connected with the planning, construction, conversion or demolition of the property or installations where the insured risk is located, and those derived from quarries, mining operations and manufacturing facilities.
- Defence and claims in disputes connected with residential properties of which the Insured is the 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 the fact that they are temporarily unoccupied.
- 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).
- 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 and/or effects.
- Litigation regarding intellectual and industrial property, company law and financial and banking matters, or connected with assets classified as movable under Article 336 of the Civil Code, in other words annuities or pensions, public service contracts and securities representing mortgage loans, in addition to court proceedings in the field of urban development, combination of plots and expropriation.
- Any claims that might be brought against one another by the Insureds under this policy.
- Those events the origin or initial manifestation of which occurred prior to the date of effect of the insurance and those declared more than two years after the date of cancellation or expiry of the contracted guarantees.

ARTICLE IV. ADDITIONAL PROVISIONS REGARDING ALL GUARANTEES

To ensure that the Insurer provides the benefits inherent in the above guarantees the Insured must request the intervention of the former within seven (7) days of the incident by calling any of the telephone numbers indicated in the information provided once the insurance policy has been contracted (call may be made collect).

The following information must be included in the telephone request for assistance:

- Name of the Insured and the signatory (policyholder).
- Policy number.
- Current location.



- Phone number.
- Type of assistance required.

Once the emergency call is received, the Insurer shall immediately activate the appropriate mechanisms enable its international organisation to assist the Insured directly wherever he/she is located.

The Insured has the duty of attempting to reduce the consequences of the loss by any means at his/her disposal in compliance with Article 17 of the Insurance Contracts Act.

The agreed compensations for the aforesaid guarantees shall be effective regardless of any other insurance that the Insured may have. Said indemnities shall be subject to the Insurer's right of subrogation with respect to other contracts into which the Insured may have entered covering the same risks or of the social security benefits or those of any other collective prevision regime.

Please inform the Insurer by telephone, telex or telegram if the injuries or illness merit a request for repatriation or transport. Provide the following information:

- Name.
- Address.
- The telephone number of the doctor and/or hospital that is treating the insured patient or where he/she is located.

Provide the Insurer with the following supporting documents if medical, pharmaceutical and/or hospital care are required:

- Certificate of the competent Medical Authority.
- Invoices and fees notes.
- Detailed statement of the illness or accident.

Immediately transmit to the Insurer all warnings, summonses, requirements, letters, citations and all judicial or extrajudicial documents in general that, due to an event that gives rise to the liability covered by the insurance, are addressed to the Insured or to the person responsible for the incident.

The Insurer will not be liable for delays or failures in compliance due to force majeure or the special administrative or political characteristics of a country. In any event, if because of force majeure or the other causes indicated it should prove impossible for the Insurer to intervene directly, the Insured shall be reimbursed any expenses incurred and guaranteed, by presenting the corresponding accreditation, upon return to his/her address in his/her country of regular abode, or if necessary while in a country for as long as the aforementioned circumstances do not exist.

Except for the aforementioned situations, the Insurer must, as an essential condition, be notified immediately of the incident that has occurred, and the medical and healthcare transportation provisions that need to be applied following agreement between the doctor at the hospital treating the Insured and the Medical Team of the Insurer.

With regard to transportation or repatriation expenses, and in the event that the Insured is entitled to reimbursement of the part of the tickets (airline, ferry, etc.) that they hold that has not been used, said reimbursement must be transferred to the Insured.

The Insurer's administration centre is likewise authorised with regard to an accident or illness to request all manner of information that it might deem necessary for the appraisal of the risk or the processing of a claim.

Information for the Policyholder: Commencement and term of the contract



- The contract shall take effect on the date indicated in the Policy Schedule.
- The contract shall remain in force for the period specified in the Policy Schedule.

Information for the Policyholder: Upon expiry of the specified period, if the contract is of annual duration it shall be automatically extended for one further year, and so on successively, unless either of the parties should have called for cancellation on the terms set out in Article 22 of the Act.

Once notice of this cancellation has been served in the established manner, no new certificates shall be issued and the policy shall be deemed to have definitively lapsed once all of the certificates in force have expired.

Non-compliance.

In the event of non-compliance by the Policyholder or the Insured with the duties mentioned in the previous point, the Insurer may only claim loss and damage unless the law provides otherwise.

Variations in the composition of the Insured Group.

The policyholder is under the obligation to notify the Insurer of any variations in the composition of the insured group, which may comprise:

Registration: Brought about by inclusion on the list of Insureds of those individuals who belong to the insurable group and meet the terms and conditions of membership at a time subsequent to the entry into force of the Group Insurance.

Each registration shall take effect on the next due date of the premium or fraction thereof, once the Policy Schedule conditions have been fulfilled.

Deregistration: This shall take place as a result of leaving the Insured or Insurable Group. If the Insured is deregistered from the insurance as a result of leaving the Insurable Group, he/she may request that the Insurer continue his/her insurance, subject to the rules governing individual contracts.

Insurance Certificates.

The Insurer shall issue the associated Insurance Certificate which shall include the data of the Policyholder and the Insured, the policy validity dates, the territorial validity, the type of travel and the guarantees and limits covered.

In the event of loss of an insurance certificate, it will be cancelled and the Insurer will issue a duplicate copy.

ARTICLE V. RIGHT OF WITHDRAWAL

The Insured shall have fourteen days from the policy contract date to withdraw from the same pursuant to the provisions of Act 22/2007 of 11 July on remote marketing of financial services for consumers. The above notwithstanding, the right of withdrawal shall not apply to travel policies with a duration of less than one month.

The Insured may exercise the right of withdrawal by notifying the Insurer before the end of the term indicated in the previous paragraph by a procedure that enables said notification to be recorded in any way admitted by law. Notification shall be considered to have been made on time if performed in writing or on a durable support which is available and accessible to the Insurer.

Once the right of withdrawal has been exercised, the insurer will return the part of the premium not consumed corresponding to the period between the notification of the right of withdrawal and the end of the initial validity period of the policy. The insurer shall have 14 calendar days from the notification of withdrawal to pay said amount.



ARTICLE VI. SUBROGATION

The Insurer shall be subrogated in the rights and actions inherent to the Insured up to the total cost of the services provided for the events that lead to the intervention of the former.

ARTICLE VII. JURISDICTION

As stated in the Policy Schedule, for the purposes of this contract, the Insured and INTER PARTNER ASSISTANCE S.A., SUCURSAL EN ESPAÑA accept Spanish legislation and jurisdiction.

The judge of the domicile of the Insured shall have the jurisdiction to examine actions resulting from this contract.

ARTICLE VIII. PERSONAL DATA PROTECTION

Pursuant to current personal data protection regulations, you are hereby informed that any personal data provided to the Insurer by the Policyholder and the Insureds will be processed by INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA (hereinafter, the “**Insurance Company**”) domiciled in Madrid at calle Arequipa nº 1, planta 3ª, Esc. 2, 3 & 4, 28043 Madrid, in its position as data controller, for the following:

- Arrangement of the insurance.
- Management of the insurance activity and compliance with the insurance contract.
- Provision of assistance and services as described in the insurance contract.
- Processing of claims, management of reimbursements or compensation.
- Processing of complaints and claims.
- Recording of calls for provision of the assistance service and quality control. Conducting of surveys and requests for opinions regarding our products and services.
- Technical studies for the analysis of claims and premiums, tariff calculation, support for the underwriting process and consolidation of financial reports (including regulatory matters).
- Prevention of fraud and money laundering.
- In addition, the data will be processed in order to comply with any legal obligation incumbent upon it, specifically obligations connected with regulation of the insurance market, financial markets, commercial and tax regulations or the regulation of healthcare provision, among others.

The subjects' data will be stored throughout the contractual relationship, and even thereafter for the time period required by the applicable legislation and until any possible legal liabilities that could result therefrom have become time-barred. Nonetheless, to conduct surveys and request opinions regarding our products and services, the data will be stored for a maximum period of two years or until the data subjects object to such processing.

It should be borne in mind that in order to fulfil the insurance contract itself, and to provide assistance, the health data of both the policyholder and the insured under the policy may be processed.

The Policyholder represents that the data provided to INTER PARTNER ASSISTANCE S.A. are accurate and truthful and agrees to notify INTER PARTNER ASSISTANCE S.A. of any change or modification thereto. Unless otherwise indicated, the responses to the questions asked by INTER PARTNER ASSISTANCE S.A. following the request and arrangement of this contractual relationship are mandatory. Any refusal to provide the required data shall lead to the impossibility of processing the operation.

With regard to the origin of the data, these may be provided to the Insurer by the data subject or the insurance policyholder at any time during the relationship (pre-contractual and contractual) with the



Insurer for the aforementioned purposes. Furthermore, within the context of management of the policies signed and, where applicable, the handling of claims, personal data may be received from policyholders, insurers and third parties, including via entities providing services subject to cover under the policies, such as, for example, healthcare professionals and centres.

The Policyholder explicitly accepts and authorises through payment of the premium that the personal data provided may be processed for the aforementioned purposes. In the event that the data provided refer to natural persons other than the Policyholder/Insured, said party declares that they have informed the persons in question of the terms set out in this clause and obtained their prior consent for the processing of their data in accordance with the purposes set out in the policy. In the specific case of those under legal age, if the Policyholder/Insured is not the legal representative of the legal minor, he/she undertakes to obtain the express consent of the representative thereof.

The Insurer likewise guarantees that data provided by the applicant will not be processed for any purpose other than those established in advance, nor will they be sold under any circumstances.

The legitimate basis for the processing of their personal data, and the data of the insured under the policy for the purposes described above, is to perform this contract, except for the conducting of surveys and requesting of opinions with regard to our products and services, the execution of technical studies for the analysis of claims premiums, and rate calculation, in which case the processing of their personal data is legitimately based on the legitimate interest of the Insurance Company. Lastly, in order to prevent fraud and money laundering, and to comply with the legal obligations of the Insurance Company, the legitimate basis will be fulfilment of a legal obligation.

You are hereby informed that the data requested by the Insurance Entity are required in order to perform the insurance contract, and if they are not provided, or if erroneous data are provided, the Insurance Entity will therefore be unable to fulfil the aforementioned purposes. You are likewise hereby informed that your data may be obtained by you and also by third parties, such as hospitals that you might attend.

Your data may be communicated to:

- Public Authorities and Judges and Courts, in the cases provided for by law.
- Other entities of the AXA Group.
- Public or private bodies related to the insurance sector for statistical, actuarial and fraud prevention purposes in risk selection and claims settlement, under Article 99 of Act 20/2015, of 14 July, on regulation, supervision and solvency of insurance and reinsurance entities.
- Providers of assistance services, such as providers in the healthcare, hotel, transport, logistics, legal and other service sectors, where necessary so as to perform the services or obligations derived from the insurance contract.

In those cases where we might be required to transfer your data to an entity of the group located outside Spain or the European Economic Area, said transfers shall be performed on the basis of the binding corporate rules of the AXA Group (the AXA Group BCR) to which we subscribe. Said standards guarantee an adequate level of protection. The AXA Group BCR may be consulted in the privacy policy of our website, a link to which is included at the end of this clause. In the event that the BCR cannot be applied, we ensure that a level of protection similar to that required in accordance with the provisions of data protection legislation in Spain will be applied to your data.

The Policyholder/Insured may exercise their rights of access, rectification, erasure and objection, restriction of processing or request portability before the Insurance Entity, and withdraw the consent they have given, without this affecting the lawfulness of prior processing actions. You may exercise the aforementioned rights and contact our Data Protection Officer by writing to the Personal Data Protection Department of the



Insurer, with address at calle Tarragona 161, 08014 Barcelona, or by sending an e-mail to protecciondedatos@axa-assistance.es

The above notwithstanding, the Policyholder and the Insured may file a claim with the Spanish Data Protection Agency should they consider the Insurer to have violated their data protection rights.

Our full privacy policy is available at <https://corp.axa-assistance.es/es/terminos-de-uso-y-politica-de-privacidad>

ARTICLE IX. CUSTOMER SERVICE DEPARTMENT

In accordance with the provisions of Ministerial Order ECO/734/2004, INTER PARTNER ASSISTANCE, S.A. SUCURSAL EN ESPAÑA has a Customer Service Department for management of complaints and grievances arising from the application of this insurance contract and raised by the policyholder, the insured or their beneficiaries and injured third parties.

Complaints and grievances may be submitted by writing to the Customer Service Department located at Calle Tarragona, 161, 08014 Barcelona, Spain or by e-mail to atencion.cliente@axa-assistance.es.

The period of response by the Insurer shall be two months from receipt of the complaint or grievance.

Once said period has elapsed without an answer from the Insurer, or in the event of disagreement, you may submit the complaint or grievance to the Grievances Service of the Directorate-General for insurance and Pensions Schemes, located at Paseo de la Castellana, 44, 28046 Madrid, Spain.

ARTICLE X. CALL RECORDING

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, in its capacity as Data Controller, informs the Policyholder that, in order to guarantee the performance and quality of services provided to customers and to combat fraud, incoming and outgoing calls may be recorded, to be held in the safekeeping of INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, for the period legally established for this purpose. The Policyholder shall inform the Insured with regard to said recordings.

The Policyholder hereby authorises INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA to record the aforesaid calls.

INTER PARTNER ASSISTANCE S.A. SUCURSAL EN ESPAÑA, guarantees to the Policyholder that said recordings will be stored and protected in accordance with the provisions of the personal data protection regulations in force, furthermore giving an undertaking to make no misuse thereof, nor to disclose them by any public or private means of distribution.