

# Multi-assistance University Multi-assistance Insurance General Conditions

FRV-MULTI-ASSISTANCE-UNI V.012012

This Insurance Contract is subject to the terms agreed in the General, Particular and Special Conditions, as applicable, in accordance with the provisions of Act 50/80 of 8 October on Insurance Contracts; the Revised Text of the Law on the Regulation and Supervision of Private Insurance (Royal Decree Law 6/2004, of 29 October) and its implementing Regulations (Royal Decree 297/2004 of 20 February) and all other applicable laws and regulations.

#### **DEFINITIONS:**

The terms of this contract are defined as follows:

**INSURERS:** COMPAÑÍA EUROPEA DE SEGUROS, SA, with registered address at Avda. de La Vega, 24, Alcobendas (Madrid), which takes on the contractually agreed risks; the General Directorate of Insurance and Pension Funds, of the Ministry of the Economy, controls and supervises the business.

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

**INSURED:** All persons identified as such by the Policyholder of the insurance and who are part of the insurable group.

**INSURABLE GROUP:** Students enrolled at the Policyholder's University who are not included in the College Insurance (students over 28 years of age, third or fourth-level students, official and internal postgraduates), Spanish students abroad, foreign students in Spain, graduates on work placements (Bologna study plan) as well as any student in general who wishes to have the insurance contracted by the Policyholder.

**FAMILY MEMBERS:** Family members of the INSURED are defined as their spouse or de facto partner, or the person permanently living with the INSURED and the ascendants or descendants at one or two removes (parents, children, grandparents, grandchildren), brothers, sisters, parents-in-law, brothers or sisters-in-law, children-in-law, uncles, aunts, nephews and nieces.

INSURED'S ADDRESS: The Insured's address in Spain.

BENEFICIARY: The natural or legal person that, following the assignment of rights by the insured, has the right to the indemnity.

**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 covers and 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.

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

**FIRST RISK INSURANCE**: The form of insurance which guarantees 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.

**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 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 point 1.1 of section 1.- ACCIDENTS INSURANCE, to the extent that the medial experts assigned to the case in accordance with the law do not believe that recovery is expectable.

**EPIDEMIC:** Illness that spreads at the same time and in the same country or region to a large amount of people.

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**PANDEMIC:** Epidemic illness that reaches phase 5 of the pandemic alert classification of the WHO due to its spreading to at least two countries in a WHO region.

**PREMIUM**: The price of the insurance, including the legally applicable taxes.

**SUM INSURED**: The amount stipulated in the General and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment due from the INSURERS for all the claims during the policy's period.

#### **GENERAL INSURANCE REGULATIONS**

#### 1. CLAIMS AGAINST THIRD PARTIES

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

#### 2. 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 Alcobendas.

#### 3. CLAIMS AND PROVISIONS FOR ASSISTANCE

#### 3.1 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 to mitigate the consequences.
- b) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, AS OF the date on which they learn of the loss; the INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- c) The insured must provide any evidence that is reasonably asked of them, regarding the existence and value of the insured objects at the time of the loss, as well the severity of the damage.
- d) The insured must immediately ask the corresponding authorities or managers station managers, qualified airline, shipping or transport representatives, Hotel Managers, etc to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record that will be sent to the INSURERS.
- e) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors that have attended them, as a consequence of the 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 may not use the information obtained for any purpose other than that mentioned above.
- f) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authorities 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 take possession of the items and the INSURERS will only be liable to pay for the damage suffered.
- g) In the event of a General Liability claim, the POLICYHOLDER, the INSURED or their Legal Representatives must not accept, negotiate or reject any claim without the express authorisation of the INSURERS.

# 3.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question.
  - The telephone calls will be at reverse charges and in countries where reverse charging is not possible, the INSURED will be able to recover, upon return, the cost of the calls in question by presenting the substantiating documents.
- b) The INSURERS will not be liable for delays or failures in their obligations resulting from force majeure or the special political or governmental characteristics of a determined country. In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be reimbursed 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 corresponding substantiating documents.

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- c) The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURERS' appointed doctors.
- 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, the INSURERS will only pay the supplementary costs of transporting the insured persons, required as a result of the incident, to the extent that they exceed those initially foreseen by the insureds.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may have, 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 INSURERS, to the INSURERS.

# 3.3 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, minus 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.

#### 3.4 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 General Registry.
- · Testament, if applicable.
- Testator's certificate stating whether the testament names the beneficiaries of the insurance.
- Document certifying the legal personality of the beneficiaries and the testator.
- If the beneficiaries are the legal inheritors, the Writ on the Declaration of Inheritors from the corresponding Court must likewise be provided.
- Letter on the exemption from Inheritance Tax or the settlement, if applicable, duly filled out by the authorising Administrative Body.

# c.2 Permanent Incapacity.

- Medical incapacity certificate stating the type of disability resulting from the accident.
- d) For 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 on which they began/were sustained and recording the impossibility of undertaking the journey.
  - Medical death certificate, if applicable.
  - Invoice paid for the Cancellation costs.
  - Document of registration or reservation, or photocopy of the ticket.
  - National ID Document or equivalent/similar.
  - And, in general, any document that demonstrates the nature, circumstances and extent of the loss.

# 3.5 Rejection of claim.

If, acting in bad faith, the INSURED make misleading or false statements, exaggerate 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 means, the INSURED will lose all rights to indemnity for the loss.

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# **COVERS**

#### 1. LUGGAGE

#### 1.1 Material loss.

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 luggage, during the trips or holidays taken outside the INSURED'S habitual place of residence, as a consequence of:

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

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

Valuables are covered up to 50% of the sum INSURED for the total luggage. The term "valuables" refers to jewellery, watches, precious metals, furs, paintings, works of art, silver and precious metalwork, singular objects, mobile telephones and their accessories, photo and video cameras and their accessories, radios, sound and image content and playback media, as well as their accessories, computer information or materials of all types, prototypes and remote-controlled/guided accessories, rifles and hunting shotguns, including their optical accessories, and medical devices.

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

Luggage left in vehicles is only INSURED if it is inside the boot and the boot is locked. Between 22:00 hours and 06:00 hours, the vehicle must be parked in a closed car park, with a security service; this limitation does not apply to vehicles entrusted to a transport company. In no case will the insurance cover luggage stolen from vehicles that do not have boots with an independent lock, such as vans, three-box vehicles, SUVs or similar.

Valuables left inside the boot of a vehicle are only covered 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.

# **EXCLUSIONS**

This cover does not extend to:

- a) Products and materials for professional use, coins, bank notes, travel tickets, stamp collections, titles of any type, ID documents and, in general, any documents and/or paper-denominated securities/assets, credit cards, tapes and/or memory discs, documents recorded 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) Theft, unless it occurs inside the hotel rooms or apartment when these are locked under key (for these purposes, theft is understood as robberies occurring as a result of the INSURED'S inattentiveness, without the circumstance of personal violence or intimidation towards people or the application of force on objects).
- c) 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 exercise 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) Fractures, 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, pandemics 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.

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#### 2.- ACCIDENTS

The Accidents guarantees cover the accidents that the insured may suffer at any place in the world during their participation in the training activities organised by the University, as well as during any travelling in itinere to/from their respective regular places of residence to the centres where the courses are given, excepting the Medical-Pharmaceutical Accident Assistance cover, which will not apply to students of the University who are on inbound trips or those who travel outside Spain, as they are already covered by Travel Assistance covers.

#### **COVERS**

#### 2.1 COVERS AND SUMS INSURED

2.1 Death due to accident € 50,000
2.2 Permanent incapacity due to accident € 50,000
2.3 Partial permanent incapacity As per chart
2.4 Health assistance due to accident in Spain € 6,000

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

a) Absolute disability or loss of:

Both arms or both hands, or of one arm and one leg, or one hand and one foot, or both legs or both feet, absolute blindness, complete paralysis, or any other injury that renders the person unable to perform all kinds of work: 100%

b) Absolute disability or loss of:

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% 5% Loss of any other finger

- 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 may not be classified as being severer to that which would result if the victim were a normal person from the perspective of corporal integrity.
- Absolute and permanent functional inability in a limb is considered as the total loss of the same.

# 2.2- DEFINITION OF COVERS

- In the event of the insured's death, due to an accident, the Insurers will pay the Beneficiary the amount established in section 2.1.
- If the accident results in the Insured's partial Permanent Incapacity, the Insurers will pay the corresponding indemnity as per the chart set out above, expressed in percentages of capital established in the section for Permanent Incapacity (sums insured established in section 2.2).
- Health Assistance Costs due to accident:

With this cover, the Insured takes on, up to the limit covered in the policy, the medical-surgical, pharmaceutical, hospitalisation, ambulance, rehabilitation and dental costs that may be required by the Insured as a consequence of an accident occurring during their participation in the training activities organised by the University.

The cover does not extend to persons over 70 years of age and persons of less than 14 years are only covered for the risk of death up to the amount of € 3,000 for burial costs and up to the sum established in the policy for the risk of Permanent Disability.

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The maximum indemnity per claim event will be € 3,000,000 irrespective of the number of affected Insureds.

#### **EXCLUSIONS**

This cover does not extend to:

- Personal injuries occurring during a state of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, substancedependence, 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 activities, 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, flooding and volcanic eruptions, acts of terrorism and, in general, all accidents which, due to their cause, would fall under the purview of the Insurance Compensation Consortium.
- c) Illnesses, hernias, lumbago, heart attacks, intestinal obstructions, complications involving varicose veins, poisoning or infections whose direct and exclusive cause is not an injury covered under the insurance policy. The consequences of surgical operations or unnecessary treatments for curing the accidents suffered and those corresponding to a person's personal care.
- d) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 cc.
- e) Injuries occurring during the exercise of a professional activity, excluding those of a commercial, artistic or intellectual nature.
- f) Any person who causes a claim intentionally will be excluded from benefiting from the covers provided by this policy.
- g) Events that aggravate an accident that occurred before the formalisation of the policy are not insured.
- h) Claims caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- i) Pandemics.

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

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, and modified by Law 12/2006, of 16 May, 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 that affect the risks situated therein, as well as those occurring 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 apply:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurers.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurers cannot be fulfilled because the insurance company has been declared bankrupt by a court or subject to a forced liquidation procedure 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 October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20 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 135 km/h and tornados) and meteorite impacts.
- 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.

# 2. Excluded risks.

a) Those that would not be indemnified according to the Law on Insurance Contracts.

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- 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 without any official declaration of war.
- d) Those derived from nuclear energy, notwithstanding the provisions of Law 25/1964, of 29 April on nuclear energy.
- e) The risks caused by natural phenomena other than those stated in article 1 of the Regulations on Extraordinary Risk Insurance, in particular those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are evidently 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 July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events in accordance with article 1 of the Regulations on Extraordinary Risk Insurance.
- q) 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. Extent of the cover.

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

In life insurance policies which, in accordance with the provisions of the contract and in accordance with the regulations on private insurance, involve an actuarial mathematical provision, the cover provided by the 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 abovementioned insurers.

# PROCEDURES TO BE FOLLOWED IN THE EVENT OF A CLAIM INDEMNIFIABLE BY THE INSURANCE COMPENSATION CONSORTIUM.

In the event of a claim, the insureds, policyholders, beneficiaries or their respective legal representatives must, either directly or through the Insurers or the brokers, notify the loss to the Regional Insurance Compensation Consortium corresponding to the place where the loss occurred, within seven days as of the day on which it was discovered. The notification must be made using the form established for this purpose, which is available on the Consortium's website (<a href="https://www.consorseguros.es">www.consorseguros.es</a>) or at the Consortium's offices or those of the Insurers; the form must include any required documents, depending on the nature of the loss in question.

For any queries that may arise as to the procedures that should be followed, the Insurance Compensation Consortium provides the following information telephone number for the insureds: 902 222 665.

# 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, as a consequence of an illness or accident occurring during the trip.

In cases of vital urgency as a consequence of an unforeseeable complication in a chronic or pre-existing illness, the INSURERS will pay the costs incurred until the situation is stabilised to the extent that the affected party may continue with the trip or the affected party is transferred to their habitual place of residence or to the hospital nearest such place, in accordance with the conditions established in point 3.3.

It is hereby established that the INSURERS extend their medical assistance coverage to the INSURED to their return to their habitual place of residence, up to the limit covered under the policy and provided that it has been duly accredited that the cause or origin was an accident or illness suffered during the trip.

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If this policy has been contracted for incoming trips and this is stated in the Particular Conditions, the limits set out in the medical expenses cover will apply inversely.

#### 3.2 Costs incurred in the extension of a hotel stay.

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

# 3.3 Repatriation or medical transport of the injured or ill.

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

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

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

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the repatriation or 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. In Europe and the Mediterranean countries, a specially prepared aeroplane may even be used.

# 3.4 Repatriation or transport of the deceased.

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the mortal remains 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.

# 3.5 Transportation of a companion in the event of hospitalisation.

If the INSURED are hospitalised and it is expected that they will be in hospital for more than 5 days, the INSURERS will provide a return ticket to a member of the INSURED'S family, from their habitual place of residence, so that they may accompany the INSURED.

# 3.6 Accommodation for the companion.

If the INSURED are hospitalised and must remain so for more than 2 days, the INSURERS will pay the hotel accommodation costs for the member of family, 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.

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

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

# 3.8 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.

#### **EXCLUSIONS**

This cover does not extend to:

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- 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.
- c) The losses caused in the events of war, pandemics, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents occurring during the practice of official or private sports contests, or during training or in bets, or the practice of high-risk activities, even in a non-professional capacity, such as mountaineering, climbing, cave exploration, skiing, surfing, speed or endurance racing, aeronautical trips or ascents, powerless flight, hang-gliding, polo, fighting or boxing, rugby, freediving, parachuting or other high-risk activities.
- e) The losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- f) Rescue operations from mountains, seas or the desert.
- g) Excluding those stated in point 4.1 of these Clauses, the illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring during the execution of manual labour.
- i) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Costs incurred in any type of prosthesis.
- I) Childbirth
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- n) Periodic, preventive or paediatric medical checks.
- o) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health.
- p) Pandemics.

# 4.- GENERAL LIABILITY

# 4.1 Private General Liability.

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

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

## **EXCLUSIONS**

This cover does not extend to:

- a) Any type of Liability that corresponds to the INSURED for driving powered vehicles, aeroplanes and powered 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) The liability derived from the practice of sport as a professional.
- e) The damage to objects entrusted, for any purpose, to the INSURED, excepting those that are being used by the Insured during the practical lessons and which belong to a third party.

# 5. ECONOMIC LOSSES

5.1 Loss of classes

Avenida de la Vega, 24 28108 Alcobendas, Madrid Tel.: 91 344 17 37



If as a consequence of an accident covered by the policy, the Insured are unable to attend their classes for at least 20 consecutive days, counting from the date of the accident, the Insurers will pay, up to the limit of € 1,200.00, the substantiated costs incurred in private classes.

# 5.2 Loss of enrolment free

If as a consequence of an accident covered by the policy, the Insured are unable to attend their classes during at least two consecutive months, counting from the date of the accident, or the accident occurred during the fifteen days immediately preceding the date of a final exam and the Insured cannot attend, the Insurers will repay, up to the limit of  $\varepsilon$  1,800.00, the amount that the Insured had paid for their enrolment in the university course.

## **ADDITIONAL PROVISIONS**

#### PROTECTION OF PERSONAL DATA

The personal data that the Policyholder and Insureds provide to the Insurers, directly or through their insurance broker or the professionals who attend to the insured, throughout the contractual relationship, will be included in computerised personal data files, duly protected and registered with the Spanish Data Protection Agency, in the name and under the responsibility of Compañía Europea de Seguros, SA, in its capacity as Insurers.

Processing of the data is expressly authorised for purposes related to the insurance including the data provided when taking out the insurance and those that may be obtained later as a consequence of the contractual relationship and the processing of any claim by Compañía Europea de Seguros, SA and that they may be accessed and used by persons participating in the company's insurance business, including professionals and medical centres that participate in providing healthcare with the purpose of providing the contractual services and, specifically, managing claims and by reinsurers and co-insurers who may be involved in possible coinsurance and reinsurance operations and by other entities working in the management and collection of premiums. Likewise, unless specifically prohibited by the holder of the personal data, the Policyholder and the Insureds authorise the processing and assignment of the abovementioned data for the purposes of preventing and investigating fraud.

The Policyholder consents to their contact details not subject to the scope of the Organic Data Protection Act being processed and to the transferral of this policy to the insureds so that they may consent to the same and the treatment of their data by Compañía Europea de Seguros, SA. In this sense, for the purposes of the processing or invoicing of claims it is possible that the medical centres or professional specialists involved have to communicate the data on a claim or its scope and thus the parties consent to the communication of data on health or injuries/damage to property that are necessary for appraising the claim or for the payment of invoices. The insureds guarantee that they have all relevant authorisations required for the communication to Compañía Europea de Seguros, SA of the personal data of the beneficiaries, insureds or other third parties benefiting from the requested contractual services.

For the insurance modalities that include the provision of Healthcare Services to the insured, it is hereby expressly established that the services will not be provided by the Insurers, but by the professionals or entities with which there are existing pre-agreements. The insured authorise that they may be put into contact with such service providers or that their data may be assigned to such pre-agreed entities or professionals in the healthcare sector for the provision of the services in question.

The Policyholder and the Insureds may at any time exercise their rights to access, rectify, cancel and contest the inclusion of the personal data kept in these files in the terms established in Organic Law 15/1999 of 13 December on the Protection of Personal Data and the implementing regulations by writing to the party responsible for the Data File at the corporate address at Avenida de la Vega, 24, Alcobendas (Madrid).

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#### **CUSTOMER SERVICE**

In accordance with the provisions of Order ECO/734/2004, this company operates a Customer Services Department which will respond to any complaints and claims that may derive from the insurance contracts in a maximum period of two months as of their presentation in writing.

The above procedure may be carried out by post, in person directly at our offices situated at Avda. de la Vega, 24 – 28108 Alcobendas (Madrid), or by email to the following address: <a href="mailto:sac@erv.es">sac@erv.es</a>.

#### For these purposes:

**Complaint** refers to: Complaints with regard to the efficiency of the services provided to the insureds by THE INSURERS and complaints concerning delays, inattention, negligence or any other type of inappropriate procedure observed in the organisation's activities.

Claim refers to: Claims presented by the insureds, stating their intention to be reimbursed in their interests or rights, for specific events related to actions or omissions of the Company, which, to their understanding, are harmful to the insureds' interests or rights due to any breach of contract, the rules of transparency and customer protection or good practice and conduct

If the solution provided by our Customer Services Department does not fulfil the claimant's expectation or is not provided in the two-month period mentioned above, the claim may be presented again to the Customer Protection Commissions, the organisation working under the purview of the General Insurance and Pension Funds Directorate.

The undersigned officially recognises that they have received, on this date, in writing and before signing the Contract, all the information stipulated in article 104 of the Implementing Regulations of the Law on the Law of Rule and Supervision of Private Insurance.

In witness whereof, the Policyholder states that they have read and approve the contents and expressly accept the limiting and excluding clauses contained in the General, Particular and Special Conditions of this policy.

**EUROPEA DE SEGUROS, SA** 

THE CONTRACTOR

Authorised by OR of 3 January 1923

Registered Address: Avda. de la Vega, 24 28108 Alcobendas (MADRID) Tel. 91 344 17 37 Fax:91 457 93 02 E-mail: <u>europea@erv.es</u> 1<sup>st</sup> Entry in the Trade Registry of Madrid
On 6<sup>th</sup> July 1923
Sheet 4890. Page 180 Volume 141
Companies Register

Avenida de la Vega, 24 28108 Alcobendas, Madrid Tel.: 91 344 17 37

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