



Ski Aventura Plus - Receptivo

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## General Conditions



**PARTICULAR CONDITIONS – SEGURO SKI AVENTURA PLUS - RECEPTIVO**

For the Policy with number 55-0682313 in which INTERMUNDIAL XXI, S.L.U., Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker and INSURER ARAG S.E., Sucursal en España.

**TABLE OF BENEFITS****ASSISTANCE**

Medical care and healthcare	
Spain .....	5.000 €
Europe.....	35.000 €
World .....	35.000 €
Costs of urgent dental treatment .....	60 €
Rescue on ski slopes.....	Unlimited
Rescue by helicopter.....	Unlimited
Payment of crutches.....	320 €
Repatriation of injured or ill persons.....	Unlimited
Repatriation or relocation of a deceased insured person .....	Unlimited
Repatriation or relocation of other insured persons.....	Unlimited
Search and rescue of the insured person .....	15.000 €
Transfer of a family member in the event of hospitalisation:	
Family member trip costs .....	Unlimited
Accommodation costs associated with the travelling family member (80 €/day) .....	800 €
Convalescence in hotel (80 €/day).....	800 €
Early return due to severe illness, serious accident or death of a family member.....	Unlimited
Urgent shipment of medication not available abroad.....	Included
Sending of urgent messages .....	Included
Provision of professional driver.....	Included
Opening and repair of security boxes and safes .....	175 €
Loss of keys of the usual residence .....	75 €
Cancellation of cards .....	Included

**LUGGAGE**

Search, location and shipment of luggage .....	Included
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**CANCELLATION**

Trip Cancellation Expenses	
Spain .....	900 €
Worldwide .....	2.000 €

**LOSSES OF SERVICES**

Reimbursement of the ski pass (50 euros/day) .....	500 €
Reimbursement of classes contracted (50 €/day) .....	500 €
Loss of checked baggage on the airline.....	500 €
Expenses due to delay of ski equipment .....	100 €
Costs caused by a delay in the departure of a means of transport (25 € each 6 hours) .....	150 €
Obligatory extra nights at a hotel or extension of a trip before arriving at the destination.....	200 €
Obligated extension of a trip at the end of the stay .....	200 €
Extension of the coverage of the insurance .....	Included
Changes to services initially contracted .....	150 €
Delays and lost services .....	150 €

**CIVIL LIABILITY**

Private civil liability.....	60.000 €
Civil liability of teacher or tutor .....	60.000 €

**If the Insured Person has his usual place of residence abroad and has contracted the Policy for a trip to Spain, the premiums will be billed according to the continent of origin.**

**That is, if his usual place of residence is in Europe, the payable premium will be that corresponding to "Europe". If his continent is America, Asia or Oceania, the payable premium will be that corresponding to "World". The insured capital corresponding to each of the guarantees in this policy will be that which would apply to a Spanish person abroad, and the repatriation mentioned in the General Terms and Conditions of the Policy would always be to the person's normal place of residence abroad, which must be the address from which the policy has been contracted and which was reported to ARAG when the policy was taken out for the purpose of determining both the relevant premium and the limits to the cover provided.**



When the Insured Person has his usual residence in Spain and is of Spanish nationality, the territorial scope of the Civil Liability coverage will be the whole world. When the Insured Person is a usual resident abroad, or is not of Spanish nationality, the Civil Liability guarantee will be valid exclusively for incidents occurring in Spain.

**THIS INSURANCE POLICY IS SUBJECT TO ALL THE ARTICLES INCLUDED IN THE GENERAL TERMS AND CONDITIONS OF THE POLICY WITH THE LIMITS SPECIFIED THEREIN.**

#### **Quality guarantee**

**ARAG guarantees the resolution of the case within 15 business days from the receipt of the last documentation requested and necessary for correct processing. In the event of not complying with this term, ARAG shall refund the amount of the insurance, regardless of whether the case was accepted or declined.**

**PERSONS INSURED:** Travellers who contract a trip, journey or stay away from their regular place of residence with the Policyholder, their names, destinations and the duration of the trip being reported to ARAG before it begins.

In the event of taking out the "Family" type with or without rehabilitation those considered Insured Persons, in addition to the main Insured Person, will be his spouse or de facto partner and children of up to 18 years, as long as they coexist at the same address.

**TERRITORIAL SCOPE:** The insurance is valid all around the world, according to the destination of the trip, journey or stay contracted with the Policyholder, and the economic limits of the cover will always be covered in relation to the usual place of residence of the Insured Person. That is, for the amount of the economic limit of the insured coverages, the usual place of residence of the insured form which they took out the insurance policy will be taken into account, and the local scope will be determined as the country where they have their usual place of residence, the continental scope will be determined as the continent where said country is located, and the transcontinental scope will be determined that of the other continents different to that of the country where the Insured Person has his main home and that from which the Insured Person has purchased the trip.

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

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

**Without prejudice to the contents of the previous paragraph, it is hereby established that in cases where the Insured Person's home address is less than 25 km away from the travel destination, if the Insured Person requires medical assistance and healthcare as the result of an accident caused by the practice of skiing, or by any of the activities defined in the "Alternative Tourism" section, and the Insured Person is transported to a medical centre or hospital located at least 25 km from his primary place of residence, there will be cover up to the limits expressed in the Particular Conditions for the policy, but with other medical services that are not urgent in nature expressly excluded.**

**NOTIFICATION OF TRIPS:** The Policyholder will inform ARAG of all details relating to the travellers (names, locations and country of their usual place of residence, destinations, trip duration) prior to the start of the trip. The Policyholder shall also make available to ARAG all documents relating to the persons insured under this contract, so that the Insurer can verify the accuracy of the details concerning the travellers provided by the Policyholder.

So that the Policyholder's customers, who will be the Insured Persons under this policy, are aware of the guarantees covered by this insurance, ARAG will provide vouchers for the Policyholder to distribute among them, these being the only valid document certifying that they are insured under the policy.

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

**PAYMENT OF PREMIUMS TO ARAG:** Premiums will be paid monthly by cheque made out by the Policyholder and payable to ARAG on receipt of the relevant bill, unless another accepted payment method has been agreed between the parts.

**PROVISION OF SERVICES:** ARAG S.E., SUCURSAL EN ESPAÑA shall be responsible for the provision of the services covered by this policy.

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

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

**- The Policyholder knows and expressly accepts the limiting clauses of the present Policy and declares that he has received the General Terms and Conditions together with this document.**

#### **INFORMATION TO THE INSURED**

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

The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

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

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

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

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

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

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

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

#### INFORMATION REGARDING DATA PROTECTION

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006.- MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer contact details	<a href="mailto:dpo@arag.es">dpo@arag.es</a> C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: <a href="mailto:lop@arag.es">lop@arag.es</a>
Additional Information	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

#### **Data processor**

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Webpage: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto:dpo@arag.es).

#### **Purpose and recipients**

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

#### **Authentication**

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

**Rights**

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email [lpd@arag.es](mailto:lpd@arag.es) or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

**Third party(s) personal data**

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.

**“SKI PLUS WITH CANCELLATION” TRAVEL ASSISTANCE INSURANCE FOR INDIVIDUALS****General Terms and Conditions for the Insurance****Introduction**

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

**Definitions**

In this Contract, the following meanings shall apply:

**Insurer**

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

**Policyholder**

The individual or company with whom the Insurer subscribes this Contract, and to whom the obligations derived from it correspond, except those that, due to their nature, must be fulfilled by the Insured.

**Insured Person**

The individuals listed in the Particular Conditions who, in the absence of the Policyholder, accept the obligations arising from the Contract.

**Family members**

The following people will be deemed relatives of the Insured Person: his spouse or civil partner, or the person who, as such, permanently lives with the Insured Person, and first or second-degree relatives to both.

**Address**

This is the primary address of the Insured Person.

**Accidents**

An accident is understood to be a bodily injury that is derived from an unintentional violent, sudden, external cause, by the Insured Person, which results in total or partial permanent disability, or death.

**Permanent disability**

Permanent disability is understood to be the physical or functional loss of limbs and faculties of the Insured Person, the degree of which is described in these General Terms and Conditions, and from which recovery is not considered foreseeable based on the opinion of medical experts appointed according to the Law.

**Policy**

The contractual document that contains the Conditions governing the Insurance Policy. The General Terms and Conditions, the Particular Conditions that provide specifics of the risk and the supplements or appendixes that are issued together with it to complement it or modify it form an integral part of the same.

**Premium**

The price of the Insurance Policy. The bill will also include any legally applicable surcharges and taxes.

**Pet**

Animal kept for reasons of company or protection. The animals must be registered and identified by the tag number, tattoo or microchip assigned to it, and it must be the property of the Insured Person and reside in the same residence. The policy will not cover any animals which, although kept for company or surveillance, are ill, are in an advanced state of pregnancy or have given birth recently, or any young animals unable to feed themselves (dogs and cats aged less than 2 months).

**Alternative Tourism**

All searches for experiences with the purpose of practising activities that take place in nature, such as sports or adventure experiences, will be considered an alternative tourism trip, provided that they are undertaken within a quality environment and a certain degree of physical exertion or skill are inherent in the practice of the experiences, or other experiences of a cultural, gastronomy and rural tourism nature. **The activities covered are the following: Cycling, horseback riding, driving or riding in vehicles, dune buggies driven by the original Insured Person, segway, rafting, scuba diving, jet skis, banana boats and beach games in general, speedboating (with driver), canoeing (local guides), helicopter flights, ranching activities (capeas -bullfighting with heifers and steers-, etc.), motor boats (with driver), trekking, canyoning, riding ATVs/quads, tennis, golf, kayaking, windsurfing, pedalos, catamarans, lightweight vessels, snowmobiles, monkey bikes, paddle boats, ice karting, sledging or similar, sailing, orienteering, obstacle courses, horse-drawn carts, cog railways, sporting gymkhana, dogsledding, petit train d'Artouste, aerotrim, bus-bob, chairlift, climbing and abseiling, caving, skating, bungee jumping, archery, hot-air balloon and barrage balloon trips, waterskiing, ultra-tubing, ski-bus, riverboarding, bouldering, and any sporting activity with a similar degree of risk (excluding all aerial activities).**

**Activities carried out at heights of over 5,000 metres or depths below 40 metres are expressly excluded.**

**1. Object of the insurance**

The people insured during their trips, including the practice of winter sports and of alternative tourism with exception of the practices indicated in the Exclusions section, will be the object of this insurance policy and up until the limits stated in each of the guarantees.

Additionally, there will be coverage in the travel and accommodation necessary in order to practice said activities.

**The professional practice of the aforementioned sports and their practice in closed runs or areas of the ski station are excluded.**

**2. Insured**

The Policyholder, or the individuals stated in the Particular Conditions, in the case of a Group Policy.

**3. Duration of cover**

**In the case of fixed-term policies, the duration will be specified in the Particular Conditions.**

**In any case, to benefit from the covered guarantees, the Insured Person's stay away from his usual residence must not exceed 10 days for each journey.**

**When taking out "ANNUAL" and "ANNUAL with rehabilitation" type policies, stays exceeding 60 consecutive days are not covered.**

#### **4. Territorial scope**

**The guarantees set forth in this Policy are valid for incidents that take place in Spain, or in Europe, or anywhere in the World, according to what is specified in the Particular Conditions.**

**The guarantees of this policy shall apply when the Insured Person is outside of the municipal district in which they reside.**

#### **5. Payment of premiums**

The Policyholder is obliged to pay the premium at the time of formalising the contract.

**If the Particular Conditions do not specify another place for the payment of the premium, this must be paid at the address of the Policyholder.**

In the event of non-payment of the premium, if it is the first annual payment, the cover will not take effect and ARAG may cancel the policy or demand payment of the agreed premium. Non-payment of subsequent annuities will cause the suspension of the Policy's guarantees one month after it expires. **Cover will always come into effect at 12.00 midnight on the day on which the Insured Person pays the premium.**

#### **6. Information regarding the risk**

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

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

During the validity of the contract, the Insured Person must inform the Insurer, as soon as possible, of any alteration in the factors or circumstances declared in the questionnaire referred to in this article that may aggravate the risk and are of such a nature that, if they had been known by the Insurer when the contract was issued, it would have resulted in the contract not being accepted or in less favourable conditions.

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

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

#### **7. Guarantees covered**

In case of a loss event covered by this Policy, ARAG guarantees the provision of the following services as soon as it is notified of the event in accordance with the procedure indicated in Article 10.

### **ASSISTANCE TO INDIVIDUALS**

#### **7.1 Medical care and healthcare**

If, resulting from the Insured Person suffering an accident or from an illness, they need urgent healthcare in situ, the Insurer will cover:

- a) Expenses and medical and surgical fees
- b) Hospitalisation expenses
- c) The cost of the medication prescribed by the practitioner
- d) The artificial limbs that the medical team deems necessary according to the injuries produced, as well as crutch expenses, up to a maximum of 320 euros, always for urgent healthcare in situ
- e) The expenses that are demanded of the Insured Person derived from the use of the hyperbaric chamber as a result of practising scuba diving, up to a maximum of 3,000 euros

**ARAG takes charge of the expenses corresponding to these services, up to a limit per Insured Person of €35,000 or the equivalent in local currency when they are provided abroad, or €5,000 in Spain.**

**The Insurer shall only cover emergency healthcare expenses that are brought about at the place of the accident and in the nearby health centre to which the Insured Person has been urgently taken. Once the Insured Person has been transferred to their home or to the hospital nearest thereto, the Insurer shall not cover expenses from healthcare incurred after this relocation.**

**For the type of contracting, Annual with rehabilitation, the Insurer will cover the costs incurred by the Insured Person for the rehabilitation necessary to recover from injuries resulting of an accident covered by the policy, and up to a limit, for all concepts, of 1,000 euros.**

**In all cases the dental expenses covered are limited to 60 euros.**

**In no case, except for force majeure, shall the Insurer refund the Insured Person for payments that they have made if they have not previously received the compliance and authorisation of the Insurer, and the Insured Person is liable in these circumstances, for the first 30 euros.**

#### **7.2 Search and rescue of the insured person**

In cases where the Insured Person experiences an accident or is lost or stranded within the boundaries of a ski resort or those of the location established for the practice of alternative tourism, the Insurer shall cover any amounts charged for purposes of searching for the Insured Person when this is performed by any public or private emergency response or search-and-rescue group or entity, up to a limit of 15,000 euros.

**In all cases, the first 120 euros will be the liability of the Insured Person.**

### 7.3 Rescue on ski slopes

**If as the result of an accident on the ski slopes within the boundaries of the ski resort the Insured Person must be rescued in a sledge or transported by ambulance, and even if the circumstances or seriousness of the case require use of a helicopter, the Insurer shall cover the expenses charged or incurred.**

### 7.4 Medical relocation by ambulance of injured or ill persons

In the event of an accident or illness suffered by the Insured Person during the trip, the Insurer is liable for the expenses to transfer them by ambulance from the place of the incident to the hospital closest to said location, or to the usual place of residence of the insured.

### 7.5 Repatriation of injured or ill persons

If the Insured Person experiences an unexpected accident or illness, the Insurer shall cover transport to the hospital or health care centre that has the required facilities, or to the Insured Person's home address.

Similarly, the medical team of the Insurer in touch with the practitioner that treats the Insured Person shall ensure that they receive the appropriate care.

In the event that the Insured Person is admitted to a hospital far from his usual place of residence, the Insurer shall cover the relocation to their home as soon as possible.

The means of transport used in each case will be decided by the ARAG Medical Team according to the urgency and seriousness of the case.

Exclusively in Europe and Mediterranean coastal countries, and always at the discretion of the medical team of the Insurer, a specially equipped air ambulance may be used.

In no case shall the Insurer pay the amount of the repatriation organised by the Insured Person.

### 7.6 Transfer of a family member in the event of hospitalisation

If the condition of the ill or injured Insured Person requires his hospitalisation for a period of more than five days, ARAG shall provide one of the Insured Person's family members, or a person designated by the Insured Person, with a round-trip air or train ticket so that this person can provide accompaniment.

As expenses for the stay and upon submittal of the corresponding invoices, ARAG shall pay up to 80 euros per day for a maximum period of 10 days.

### 7.7 Convalescence in hotel

If the Insured Person has suffered an accident or illness and cannot return from the trip, as decided by the Insurer's medical team based upon its contacts with the attending physician, the Insurer shall cover the expenses caused by extension of the Insured Person's hotel stay, as well as those of an accompanying person as long as this person is also insured by this policy, with a maximum of up to 80 euros per day and for a maximum period of 10 days.

**In no case shall the expenses that have been directly paid by the Insured Person without knowledge of the Insurer, be reimbursed by the latter.**

### 7.8 Repatriation or relocation of a deceased insured person

In the event of death of an Insured Person, the Insurer shall organise the transfer of the body to the place of burial in their country of origin, from which he took out this policy expressly declaring it and shall cover its costs. These expenses shall be understood to include those of post-mortem arrangements pursuant to the legal requirements.

**The payment of a normal coffin and the funeral and burial expenses are excluded from this cover.**

Similarly, the Insurer shall be responsible for the relocation of the rest of the insured persons that accompany him to their country of origin, from which they took out the insurance policy expressly declaring as such, in the event that the death prevents them from returning via the initially intended means.

**If the Insured Person is not a usual resident in Spain, he will be taken to the point of departure for the trip in Spain.**

### 7.9 Repatriation or relocation of other insured persons

When one or more of the Insured Persons has been relocated or repatriated as a result of illness or accident in accordance with Article 7.5, and such circumstances prevent the rest of the Insured Persons from returning to their home via the initially intended means, the Insurer will assume the cost of transport for these companions back to their normal place of residence, from which they took out the insurance policy expressly declaring as such, or to the place where the relocated or repatriated Insured Person is hospitalised.

### 7.10 Early return due to severe illness, serious accident or death of a family member

If the Insured Person must interrupt his trip because of the severe illness or serious accident or the death of a relative (understood as established in General Terms and Conditions of the Policy) the Insurer will be responsible for the relocation to the place of this ill or injured person, or to the place of burial, also in Spain, provided that these circumstances occur after the start date of the trip.

A severe illness is understood to mean an alteration to the health where the treating physician expects a period of **hospitalisation of at least 5 days**, and/or an illness that, in the opinion of a professional physician, carries the risk of death for any of the persons cited above.

A serious accident is understood to mean one that unintentionally produces bodily damage to the victim as provoked by a sudden, externally caused action, and where the treating physician expects a period of hospitalisation of **at least 5 days**, and/or an accident that, in the opinion of a professional physician, carries the risk of death for any of the persons cited above.

### 7.11 Urgent shipment of medication not available abroad

If the Insured Person who is abroad makes use of the medical care cover, indicated in point 7.1., the Insurer will be responsible for searching for and sending the necessary medication by the fastest means, in the event that it does not exist in the country where the care is provided.



**7.12 Sending of urgent messages**

ARAG will take charge of sending any urgent messages which the Insured Person may entrust to it as a result of the events covered by these guarantees.

**7.13 Reimbursement of the pass and classes contracted**

If the Insured Person experiences an accident or illness that prevents him from practising the covered activities during the rest of the days guaranteed by the policy, the Insurer shall reimburse the Insured Person who has experienced the accident or illness for the cost of the proportional unused portion of the ski pass and/or classes acquired, up to a limit of 50 euros per day and a maximum of 500 euros for each of the guarantees listed.

**7.14 Provision of professional driver**

If, as a result of accident, illness or death involving the Insured Person, neither the Insured Person nor any of those accompanying him is fit to drive, and this impedes his return to their usual place of residence, the Insurer shall make a professional driver available to drive the vehicle to said place of residence.

**The INSURER will only be responsible for the cost of providing the professional driver. All other expenses are excluded.**

**EXCLUSIONS SPECIFIC TO COVERAGES OF ASSISTANCE TO PERSONS**

The guarantees contracted do not include:

- a) Any obligation concerning benefits that have not been requested of the Insurer or which have not been previously agreed with him, except in duly justified cases of force majeure or material impossibility
- b) Incidents caused by wilful misconduct of the Insured Person, the Policyholder, the Beneficiaries of the policy or those travelling with the Insured Person
- c) Incidents occurring during wars, demonstrations and popular movements, acts of terrorism and sabotage, strikes, arrest by any authority for a criminal offence not related to a traffic accident, restrictions on freedom of movement or any other case of force majeure, unless the Insured Person can prove that the incident does not have any connection with such events. In such cases, insurance cover will cease seven days after the start of the conflict
- d) Accidents or damages that take place during the practice of official or private sports competitions, during training or trials as well as during the races or competitions. The practice of any activities considered as high-risk, except for the practice of winter sports and those scheduled during alternative tourism. Sporting expeditions are also excluded
- e) Incidents caused by radiation from nuclear transmutation or disintegration or radioactivity
- f) Illnesses or injuries that take place as a result of chronic ailments or those existing prior to the trip, as well as complications or relapses in relation to these, except for the guarantee for "Repatriation or relocation of the deceased Insured Person"
- g) Injuries occurring in the exercise of a manual occupation
- h) Suicide, or injury or illness deriving from attempted suicide, or caused intentionally by the Insured Person to himself
- i) Treatment of illnesses or pathological conditions arising from the deliberate consumption or administration of toxic substances (drugs), alcohol or narcotics, or from the use of medication without a medical prescription
- j) Restaurant and hotel expenses, except for those covered by the policy
- k) The cost of providing any type of prosthesis, except for those covered by the policy

**7.15 Loss of luggage**

The INSURER shall reimburse the Insured Person, **up to a limit of 500 euros**, for the amount corresponding to the value of the luggage if it was lost by the transporting airline.

**The set limit is the maximum limit for all the incidents that took place during the coverage period of the policy.**

**7.16 Delay in the delivery of checked luggage**

The insurance also covers rental of skis or other equipment used to practice the covered activities, as well as duly justified purchases of primary-need articles when such purchases are caused by a delay of 24 hours or longer in delivery of the checked luggage, regardless of the cause, and without the possibility of adding this compensation to the basic compensation from the insurance policy, **up to the amount of 100 euros**.

**7.17 Search, location and shipment of luggage**

In the event of the loss of luggage, the Insurer shall provide its collaboration in the claim and search and location procedure and shall cover the shipping expenses to the home of the Insured Person.

**SPECIFIC EXCLUSIONS TO THE COVER FOR LUGGAGE AND SPORTS EQUIPMENT**

The guarantees contracted do not include:

- a) All types of damage or breakage caused to the material, even if these are brought about by the transport company, normal wear or an inherent defect
- b) Damage or loss caused directly or indirectly by acts of war, civil or military disorder, popular uprisings, strikes, earthquakes and radioactivity

**7.18 Delays and lost services**

ARAG shall provide reimbursement for expenses or damages caused by any of the circumstances described and guaranteed in the following sections, when these affect the services contracted by the Insured Person during travel with the Wholesale or Retail Agency.

Circumstances of societal conflict and the cases described in the Article on Exclusions to Assistance for Individuals are excluded.

**7.18.1 Travel delays caused due to late departure of the means of transport**

When departure of the means of public transport selected by the Insured Person is delayed by a minimum of 6 hours, ARAG shall provide reimbursement, upon submittal of the appropriate receipts and invoices, for the additional hotel, food, and transport expenses incurred as a result of the delay, **up to a limit of 25 euros. For each additional delay of 6 hours or more, another 25 euros shall be provided under the same conditions indicated in the previous paragraph, up to a maximum limit of 150 euros.**

### 7.18.2 Obligatory extra nights at a hotel or extension of a trip before arriving at the destination

When because of causes not attributable to the trip organiser (causes related to weather, cancellations by another company, breakdown of the means of transport, closure of borders, wars, or similar situations) the Insured Person is forced to remain in a given location after the trip has begun, but without being able to stay in the hotel reserved at the destination, the Insurer shall cover, upon submittal of invoices, the hotel expenses incurred during this situation for an amount of **up to 85 euros per day and up to a maximum limit of 200 euros**.

### 7.18.3 Obligated extension of a trip at the end of the stay

When due to causes related to weather, delays in the means of transport, or cancellations or breakdowns of the means of transport, when these occur for reasons not attributable to the trip organiser, the Insured Person is forced to remain at the travel destination after the end of his trip, the Insurer shall cover, upon submittal of invoices, the expenses caused by this situation, **up to an amount of 85 euros per person per day and up to a maximum limit of 200 euros**.

Furthermore, if due to the causes indicated above the Insured Person must prolong his stay at the travel destination, ARAG shall extend the validity of the insurance policy, just one time and **up to a maximum period of 4 days counted from the date the trip was initially planned to end**.

### 7.18.4 Lost services contracted

If, due to breakdown or delays in the means of transport or due to adverse weather conditions or cause of force majeure, the Insured Person loses part of the services initially contracted, such as excursions, lodging, meals, or any other similar circumstances, ARAG shall provide compensation for this loss **up to 37.50 euros per day with a maximum of 150 euros**, based upon the damages suffered.

In the case of visits which include several places or monuments, the impossibility or hindrance to carry out such visits must apply to more than half of the visits planned in the itinerary in order to be entitled to compensation.

### 7.18.5 Changes to services initially contracted

In the event of overbooking or last minute cancellation, of plane seats as well as hotel reservations and which are beyond the control of the agency, ARAG will pay compensation per Insured Person, according to the following scale:

**\* Unplanned departure of a flight: ARAG shall compensate with 37.50 euros for every 6 full hours of delay, with a maximum limit of 150 euros**

**\* Unplanned Departure of alternative transport: ARAG shall provide compensation of 30.05 euros for every 6 full hours of delay, with a maximum limit of 150 euros**

**\* Change of hotels / apartments: ARAG shall provide compensation of 37.50 euros per day in cases where a hotel or apartment is changed and the new hotel or apartment is of a lower category than the one initially planned, up to a maximum limit of 150 euros, and as long as this situation can be verified by submittal of the documentation related to contracting of the trip and the documentation corresponding to the hotel used in the end**

**Payment of compensation as a result of application of the present guarantee shall not be cumulative with respect to other compensations received by means of the guarantees contained in this same section on "Delays and lost services".**

**As the Insurer is dealing with guarantees of compensation payments, it replaces the actions and rights of the Insured Person, to the limit of the amount paid, to reclaim from those responsible for the delays occurred and the change of category of hotel reserved.**

**Circumstances of societal conflicts are excluded, as well as the cases described in the Article on Exclusions to Assistance for Individuals.**

## 7.19 Trip Cancellation Expenses

**ARAG guarantees, up to the limit established in the Particular Conditions of the policy, and subject to the exclusions set out in this policy, the reimbursement of any travel cancellation expenses charged to the Insured Person by application of the general sale conditions of the Agency or any of the travel providers, including processing costs, provided that the Insured Person cancels before the beginning of the trip for one of the following causes occurring after contracting the Insurance and preventing him from travelling on the contracted dates:**

1) Severe illness or serious accident or death of:

The Insured Person, his spouse, ascendants or descendants up to the third degree of consanguinity or affinity The person travelling with the Insured Person, included in the same booking.

The Insured Person's professional substitute, as long as it is essential for the Insured Person to assume this person's responsibilities as a result.

The person responsible for the custody of children who are minors or disabled persons while the Insured Person is travelling. For this guarantee to be valid, this person's full name must be provided when the policy is taken out.

For the purposes of the Policy, the following meanings shall apply:

- Serious illness, an alteration in health, verified by a medical professional, that compels the patient to remain in bed and involves the cessation of any professional or private activity within the thirty days preceding the planned trip.

- Serious accident: all bodily injury resulting from a violent, sudden, external cause not intended by the injured party, whose consequences prevent normal travel from his usual address.

Any alteration in health of the Insured Person that impedes the carrying out of the activity object of the insurance and is confirmed by the Insurer's medical service will also be a reason for cancellation, provided that it is not considered a serious illness or accident.

**When the illness or accident affects one of the aforementioned persons, who is not insured on this policy, it will be understood as severe when, after the date upon which the insurance policy is taken out, it requires hospitalisation or the need for bed rest, and requires, in the opinion of a medical profession, continuous care from healthcare staff, or people allocated for this purpose, accredited by a medical prescription within the 12 days preceding the start of the trip.**

The Insured Person must report the event immediately after it occurs. The Insurer reserves the right to conduct a medical examination of the patient to assess the gravity of the case and determine whether the cause truly prevents the beginning of the trip. **Nonetheless, if the**

**illness does not require hospitalisation, the Policyholder should file the claim within the 72 hours following the event originating the cause for cancellation of the trip.**

- 2) Serious harm as a result of theft, fire or other damage that affects:
  - The main and/or secondary residence of the Insured Person
  - The professional premises in which the Insured Person carries out a liberal profession, or in which he is a direct operator (manager), whereby the Insured Person's presence is required
- 3) Dismissal of the Insured Person from employment, provided that when the policy was contracted there had been no verbal or written communication to this effect. **Disciplinary dismissal is excluded**
- 4) Appointment to a new job in a different company, with a work contract, provided that the appointment takes place after the policy has been signed and the Insured Person was not aware of this on the date when the stay was booked
- 5) Any summons to appear as a party or witness, or to serve jury duty in a court of law
- 6) Any summons to act as a member of an electoral college
- 7) Attendance at official examinations called by a public authority after signing the insurance contract
- 8) Cancellation by the person who is to accompany the Insured Person, registered for the same trip and covered by this policy, provided that the cancellation is caused by one of the situations listed in this guarantee and, as a result, the Insured Person has to travel alone or accompanied by an underage person
- 9) Acts of air, land or naval piracy, which prevents the Insured Person from beginning or continuing with his trip. **Terrorist acts are excluded**
- 10) Theft of documentation or luggage preventing the Insured Person from starting the trip
- 11) Becoming aware that, after the reservation has been made, there is a tax obligation to make a parallel income declaration, **with a fee of more than €600**

12) Denial of visas for unjustified causes.  
**The non-granting of a visa is expressly excluded, wherever the Insured Person has not carried out the corresponding processes according to the time frames and methods in place**

- 13) The compulsory transfer of the work for a period of over 3 months

- 14) Unexpected appointment of surgical operation of:

The Insured Person, his spouse, ascendants or descendants of first or second degree of consanguinity or affinity The person travelling with the Insured Person, included in the same booking

The Insured Person's professional substitute, as long as it is essential for the Insured Person to assume this person's responsibilities as a result

The person responsible for the custody of children who are minors or disabled persons while the Insured Person is travelling. For this guarantee to be valid, this person's full name must be provided when the policy is taken out

- 15) Complications related to pregnancy or a miscarriage suffered by the Insured Person, his spouse or civil partner, requiring bed rest in the opinion of a medical professional.

**Childbirth and pregnancy complications are excluded after the first month of pregnancy**

- 16) The official declaration of a disaster area in the place of residence of the Insured Person or at the trip's destination. This guarantee also covers official declarations of a disaster area in a place of transit towards the destination, provided that this is the only route by which it can be accessed.

**Maximum compensation for a single incident shall not exceed 30,000 euros**

- 17) Winning a trip and/or stay similar to the one covered, free of charge, in a public prize draw before a notary public
- 18) Detention of the Insured Person by the police for non-criminal causes
- 19) Delivery of a child in adoption. **Trips or processes planned and required for formalising the delivery of a child being adopted**
- 20) Official divorce summons of the Insured Person. **The calls for proceedings with a lawyer of your own are excluded**
- 21) Work contract extension for the Insured Person
- 22) Official grants preventing the trip from taking place
- 23) Unexpected call for organ transplant of the Insured Person, family members up to the second degree of consanguinity or affinity, or the companion of the Insured Person
- 24) The Insured Person's signature on official documents during the dates of the trip, **exclusively before Public Administrations**
- 25) Any illness of children of under 48 months old, who are insured by this policy or of a family member of the first degree of the Insured Person, which occurs within the 2 days prior to beginning the journey, preventing it from being undertaken
- 26) Legal declaration of insolvency by a company, which prevents the Insured Person from pursuing his professional activity
- 27) Breakdown or accident of the vehicle owned by the Insured Person preventing the beginning or continuity of the trip. The breakdown should entail repairs that take more than 8 hours to carry out, or which cost more than €600, in both cases according to the scale established by the manufacturer
- 28) Expenses involving the transfer of the Insured Person's travel arrangements to another person due to any of the guaranteed causes
- 29) Cancellation of wedding arrangements, provided that the insured trip is a honeymoon trip
- 30) Abandoning the trip due to a **delay of more than 24 hours in the method of transport, caused by the purpose of the trip ceasing to exist.**

**Cancellation expenses will be compensated, unless they have already been paid for by the transportation company**

- 31) Theft, death, illness or serious accident of the pet that belongs to the Insured Person, spouse or civil partners. The policy guarantees the reimbursement of the expenses for cancellation of a trip caused by:

- **Theft of the animal**, understood as the unlawful seizure of the animal by a third party, through actions that entail the use of force with objects or violence with people. To receive the reimbursement for cancellation expenses, **the Insured Person must present a copy of the theft report, which must be dated three days prior to the start of the trip at the most.**

- **Serious illness or accident of the pet**: the alteration of the animal's health, declared by a veterinarian. This will be interpreted as serious when, after the policy is taken out, a veterinarian prescribes continual attention and care of the animal, **within the 12 days leading up to the start of the trip and thus impeding the trip.**

- 32) Presentation of Redundancy Plan that affects the Insured Person directly as an employee and in which his working hours are totally or partially reduced. **This circumstance must take place after the subscription date of the insurance**

- 33) An urgent call to ranks to the Armed Forces, the Police Force or the Fire Brigade

- 34) Traffic fine **over €600**

- 35) Serious illness or accident or death of the direct superior of the Insured Person, occurring after the contract agreement, provided that this circumstance prevents the latter from carrying out the trip due to requirements of the Company of which he is an employee

- 36) A summons for urgent medical tests of the Insured Person or first-degree family members, carried out by the Public Health Service, provided that they coincide with the dates of the trip and are justified by the seriousness of the case.

- 37) Early childbirth, **in the first 29 weeks of pregnancy**, of the Insured Person

- 38) An accident in the home of the Insured Person, taking place after taking out the insurance policy, resulting in costs of **more than €600 that are not covered in the home insurance policy**

- 39) Theft of the vehicle owned by the Insured Person, preventing him from beginning or continuing the trip

- 40) Consequences of vaccination required for a trip, provided that they cause a severe illness that impedes travelling

**It is a necessary prerequisite for this guarantee to be contracted at the same time as the journey to which this Policy applies, or at most within 7 days.**

**SPECIFIC EXCLUSIONS TO COVER FOR TRIP CANCELLATION EXPENSES**

As well as what is stated in Article 8 "Exclusions" to these General Terms and Conditions of the insurance, trips cancelled for the following reasons are not covered by the guarantee:

- A) Cosmetic treatment, treatment of a wound, factors that contraindicate flying, the lack of a vaccination or the fact that it is contraindicated, the impossibility of following the preventive medical treatment recommended to the traveller in certain destinations, the voluntary termination of a pregnancy, alcoholism, the consumption of drugs, except when these have been prescribed by a doctor and taken as prescribed
- B) Psychological, mental or nervous illnesses and depression without hospital admission, or conditions of this type calling for admission to hospital for less than seven days
- C) Chronic, pre-existing or congenital illnesses in any travellers who have suffered decompensation or complications within the 30 days prior to taking out the policy, regardless of their age
- D) Chronic, pre-existing or congenital illnesses of Family Members, as established in the General Terms and Conditions, who suffer alterations to their health that do not require emergency outpatient care in a hospital or hospital admission, after the date upon which the insurance contract is taken out
- E) Participation in bets, competitions, duels, crimes, or fights, except in cases of legitimate self-defence
- F) Epidemics, pandemics, medical quarantine and pollution, both in the country of origin and the country of destination
- G) War (civil or foreign), declared or not declared, riots, popular uprisings, acts of terrorism, all effects of radioactive sources, and deliberate disregard of official prohibitions
- H) Failure for any reason to present indispensable travel documents, such as passport, visa, tickets, identity card or vaccination certificate
- I) Malicious acts, deliberate self-inflicted injury, suicide or attempted suicide

**7.20 Opening and repairing of safes and safe deposit boxes**

When the hotel in which the Insured Person is staying has charged him for expenses he has incurred as a result of having to open or repair a safe and/or safe deposit box that the Insured Person was using, as a result of the him having lost the key, ARAG shall cover these expenses upon submittal of the appropriate receipts and **up to a limit of 175 Euros**.

**7.21 Loss of keys to the primary residence**

If as a result of the loss, theft, or simple misplacement of the keys to the Insured Person's primary residence during the travel covered by the present policy, the Insured Person must use the services of a locksmith to enter his home upon returning from said trip, ARAG shall cover the expenses incurred upon submittal of the invoice and **up to a limit of 75 Euros**.

**7.22 Cancellation of cards**

In the event of theft or loss of bank or other cards issued by companies in Spain, the Insurer, at the request of the Insured Person, promises to request their cancellation provided that the latter provides all the information required by the card issuing entity to carry out this procedure.

**8. Exclusions**

The guarantees contracted do not include:

- a) Situations brought about voluntarily by the Insured Person or those in which there is fraud or gross negligence by the latter
- b) Chronic, pre-existing or congenital illnesses or diseases, and their consequences, suffered by the Insured Person prior to the beginning of the trip, except for the guarantee 'Repatriation or relocation of the deceased Insured Person'
- c) Death by suicide or injury or illnesses resulting from attempted suicide or caused intentionally by the Insured to himself, and those derived from criminal activity by the Insured Person
- d) Illnesses or pathological states produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any other drug or substance of similar nature
- e) Cosmetic treatment and the supply or replacement of hearing aids, contact lenses, glasses, braces and prostheses in general, as well as any costs arising from births and pregnancies or any type of mental illness
- f) Injuries or illnesses derived from the participation of the Insured Person in bets, competitions or sporting events, as well as the sea, mountain or desert rescue of persons. Nonetheless, the rescue will be covered in the terms established in the coverages "Search and rescue of the insured person" and "Rescue on ski slopes", if these coverages are mentioned in the text of the policy
- g) Situations that are the direct or indirect result of events caused by nuclear energy, radioactive radiation, natural disasters, warfare, riots or acts of terrorism
- h) Any type of medical or pharmaceutical expense under €9

**9. Limits**

ARAG shall cover these costs, within the limits established and up to the maximum amount contracted for each case. Events that have the same cause and take place at the same time will be considered a single incident.

ARAG will be obliged to pay the compensation, unless the incident giving rise to the claim has involved bad faith on the part of the Insured Person.

In guarantees that involve payment of monetary compensation, ARAG is obliged to pay such compensation at the conclusion of the investigations and appraisals required to establish the existence of the incident. In all cases, ARAG shall pay, within 40 days counting from receipt of the declaration of the incident, the minimum amount of what it may owe, according to the circumstances known to it. If ARAG has not paid this compensation, for reasons that cannot be justified or that are attributable to it, within three months from the accident, compensation will be increased by a percentage equal to the legal interest rate in force at that time, increased in turn by 50%.

**10. Report of an incident**

In the event of an incident that may give way to the benefits covered, the Insured Person must communicate by means of the emergency telephone service established by ARAG, giving the policy number, place and telephone number of where he is, and the type of aid that is required. This call may be a reverse-charge call.



**11. Additional provisions**

The Insurer will not assume any obligation concerning benefits that have not been requested or which have not been carried out with their previous agreement, except in duly justified cases of force majeure.

If, when services are provided, the direct intervention of ARAG is not possible, the latter is obliged to refund the Insured for duly accredited expenses incurred in the provision of such services, within 40 days from the presentation of the claim.

The Insurer reserves the right to request the Insured Person to present reasonable proof or documentary evidence for payment of this provision.

**12. Subrogation**

Up to the amount of the sums paid out in compliance with the obligations derived from this Policy, ARAG is automatically subrogated in the rights and actions that may correspond to the Insured Person and his heirs, as well as other beneficiaries, against third parties, both individuals and companies, as a consequence of the incident that is the reason for the assistance provided.

ARAG is especially entitled to exercise this right against land, river, sea or air transport companies with regard to the total or partial refund of the cost of tickets not used by the Insured Person.

**13. Limitation period**

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

**14. Acceptance**

If the contents of this Policy differ from the insurance proposal or the clauses that have been agreed, the Policyholder may, within one month of receiving the Policy, request the Company to correct the discrepancy. If no such notification has been made within this period, the conditions included in the Policy shall apply.

**CUSTOMER INFORMATION**

In compliance with our duty to provide information and protect our customers as part of the brokerage services that we offer, please find the relevant details below:

Registration

INTERMUNDIAL XXI, S.L.U. is registered in the Special Administrative Register of Insurance Brokers, Reinsurance Agents and Executives Insurance Agents under entry No. J-1541. Said Register is public and can be consulted by writing to the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 -Madrid), or by visiting said organisation's website at: <http://www.dgsfp.mineco.es/regpublicos/pui/pui.aspx>

Furthermore, INTERMUNDIAL XXI, S.L.U. retains a Professional Civil Liability and Surety Insurance Policy pursuant to the legislation in force.

Prior information receipt confirmation clause

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific terms, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

Customer Care Service

To process and resolve queries and complaints, INTERMUNDIAL XXI, S.L.U. has a customer care service that has been outsourced to Inade, Instituto Atlántico del Seguro, S.L., located in Vigo, in the province of Pontevedra, post code 36202, Calle La Paz, 2 bajo. The aforementioned service is obliged to resolve said complaints and claims in a maximum period of two months from the date on which they are submitted. In the event that the Customer is unsatisfied with the resolution, he/she may contact the Claims Service of the Directorate General of Insurance and Pension Fund; in order to so, it is essential that the customer demonstrates he/she has submitted the claim or complaint in writing to the Customer Care Service of INTERMUNDIAL XXI, S.L.U.

**PERSONAL DATA PROTECTION****BASIC INFORMATION**

Heading	Basic Information (1st layer)
Data Controller	Intermundial XXI S.L.U.
Purpose	<ul style="list-style-type: none"> <li>- Advice on contracting and formalisation of insurance contracts and</li> <li>- Claims processing</li> <li>- Sending of commercial communications about products, sending of Newsletter, website updates</li> </ul>
Legitimacy	<ul style="list-style-type: none"> <li>- Execution of the insurance contract</li> <li>- Consent for commercial communications</li> </ul>
Recipients	The recipients of your data will be the Insurers that offer the contracted coverage and Servisegur Consultores S.L. for the purpose of processing claims.
Rights	You have the right to access, rectify, limit the processing of, delete and request the portability of your data.
Origin	Directly from the interested party
Commercial communications	In order to improve the provision of our services, we create a commercial profile of our customers based on the information provided by them, which allows us to offer products and services of the following types according to their interests: <ul style="list-style-type: none"> <li>- Travel insurance</li> </ul>
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: <a href="http://www.Intermundial.es/protecciondedatos">www.Intermundial.es/protecciondedatos</a>

Objective analysis

Our advice is provided based on a sufficient number of insurance contracts offered on the risks market subject to coverage in such a way as to provide a recommendation, pursuant to professional criteria, concerning the insurance agreement that would best suit the customer's needs. Said analysis is not exclusively limited to the product, and also extends to the quality of the service and provisions that the chosen or rejected insurer is able to provide at the time the contract is formalised.

**SUPPLEMENTARY PERSONAL ACCIDENT INSURANCE POLICY****DEFINITIONS:**

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

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

**PAYMENT OF COMPENSATION:**

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

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

**PRIVATE CIVIL LIABILITY INSURANCE****1. Private civil liability**

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

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

**2. EXCLUSIONS**

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

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

**ANNEX TO GENERAL CONDITIONS**

For the teachers or tutors forming part of the insured group, the following guarantee will also be covered:

**1. Civil liability of the teacher or tutor**

The Insurer covers, **up to the amount established in the Particular Conditions of the Policy, and subject to the exclusions specified in these General Terms and Conditions**, any monetary compensations which, pursuant to Articles 1,902 to 1,910 of the Civil Code or similar provisions included in foreign legislations, the Insured may be obliged to pay as the person responsible for the group of students whom he/she accompanies on the journey with regard to civil liability deriving from physical injuries or material damage caused unintentionally to third parties in their persons, animals or belongings.

**The following will not be considered as third parties: the Policyholder, persons insured under the same policy, for the same trip and group, and relatives of any of the foregoing.**

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

**2. Modification:**

The content of section b) of Article 2 "Exclusions" is modified as follows:

**b) Civil Liability derived from any activity related to professional or political matters, trade unions or associations, with the exception of the guarantee covering the Civil Liability of the teacher or tutor.**

**ADDITIONAL INFORMATION ON DATA PROTECTION****Who is responsible for processing your data?**

The data processor is INTERMUNDIAL XXI S.L.u. Correduría de Seguros, with Taxpayer Identification Code B81577231 and registered office at C/ Irún 7, 1º A izquierda, 28008. You can contact us by sending us a letter to our indicated postal address or via our email: [lopd@intermundial.com](mailto:lopd@intermundial.com).

**For what purpose do we process your personal data?**

At INTERMUNDIAL XXI S.L., we process the information provided by the interested parties for advice on contracting and to manage the insurance contract, processing claims arising from the contract signed, as well as sending commercial communications and newsletters.

**For how long will we keep your data?**

The data provided shall be kept throughout the term of the contract and shall be deleted upon expiry of the insurance contract.

Notwithstanding the foregoing, the data shall be blocked and stored during the period of limitation of any actions that may arise in connection with the contractual relationship entered into by you.

**What is the legitimacy for the processing of your data?**

The legal basis for the processing of your data is the execution of the insurance contracts, under the terms and conditions contained in the contracts, as well as the processing of claims arising from them.

The legitimacy of the offer of products and services lies in the legitimate interest of the data controller, and the Customer may at any time object to this type of processing, although the exercise of this right shall not condition the execution of the contract under any circumstances.

We also inform you that failure to provide the required information results in it being impossible to sign and fulfil the contract.

**To which recipients will your data be communicated?**

The data will be communicated to the insurers for the purpose of managing the insurance contract.

Likewise, they will be communicated to Servisegur Consultores S.L., with Taxpayer Identification Code B81398414 and registered office at C/ Irún 7, 1ºA izquierda, Madrid, 28008, for the purpose of processing claims arising from the contract signed.

**What are your rights when you provide us with your data?**

Any person has the right to obtain confirmation as to whether INTERMUNDIAL XXI S.L.U. is processing personal data concerning them.

The interested party shall have the right to withdraw his/her consent at any time, provided that the processing is not necessary for the purpose of fulfilling the contract. The withdrawal of consent shall not affect the legality of the processing based on consent prior to its withdrawal.

You may exercise your rights of access, rectification, deletion, limitation in the processing and portability of data through our website ([www.intermundial.es/incidencias](http://www.intermundial.es/incidencias)), or by addressing a letter to our Legal Advisory Department at C/ Irún 7, 1º A Izquierda, Madrid, 28008.

Ultimately, you can request information on your rights and file a claim with the Spanish Data Protection Authority, whose registered office is at calle Jorge Juan, nº 6, 28001 Madrid.



