

General Terms and Conditions

TRAVELFINE VIP STUDIES



VIAJA MÁS. PREOCÚPATE MENOS.

TRAVELFINE VIP STUDIES

IPID - PRIOR INFORMATION DOCUMENT:

This document is a summary of the main conditions of your insurance. Complete pre-contractual and contractual information concerning the product is provided in other documents. Therefore, please read all the documentation provided.

WHAT DOES THIS TYPE OF INSURANCE CONSIST OF?

IMA IBÉRICA offers you a travel assistance insurance for your trips in the contracted coverage area.

What is covered?

- Medical expenses.
- Dental expenses.
- Sanitary transfer of the sick and injured.
- Transfer or transportation of other insureds.
- Accompanying minors or disabled persons
- Transfer of mortal remains.
- Transfer of a companion and reinstatement of the travel plan
- Displacement of a family member due to hospitalization.
- Family member's living expenses.
- Early return due to death of a family member.
- Early return due to hospitalization of a family member.
- Early return due to serious damage to the home or business premises.
- Rescue of persons.
- Advance of funds
- Convalescence in hotel.
- Information service.
- Transmission of urgent messages.
- Shipping of medicines abroad.
- Card cancellation and replacement.
- Opening and repair of safes and safe deposit boxes.
- Loss of keys to the habitual residence.
- Handling fees for lost documents.
- Loss or theft of passport abroad.
- Loss, theft and damage to checked baggage.
- Delay in baggage delivery.
- Baggage search and location.
- Shipment of effects forgotten or stolen during the trip.
- Compensation for vacation interruption.
- Delay in the departure of the means of transportation.
- Alternative transportation due to loss of links.
- Mandatory trip extension.
- Expenses for cancellation of the departure of the means of transportation due to strike.
- Trip delay due to overbooking.
- Missed flight connections.
- Loss of means of transportation due to an accident on the way.

- Advance of the amount of the judicial bond abroad.
- Payment of the costs of legal assistance abroad.
- Private Liability.
- 24-hour travel accident.

Are there any restrictions with respect to coverage? MAIN RESTRICTIONS:

- Risks or coverages not expressly included in the policy, or those which, even though included in the policy, occur outside the territorial scope covered or within the scope of the established mileage deductible.
- The benefits that have not been previously notified to the Insurer and those for which the corresponding authorization has not been obtained, unless such notification could not be made due to force majeure.
- Actions or actions of the insured contrary to the instructions given by the Insurer.
- We will only provide coverage up to the limit of the sum insured.
- Coverage valid for students contracting a language trip abroad through the Edvisor program.
- Coverage valid for trips of up to 12 months.

Where am I covered?

- In the territorial scope corresponding to the option contracted and reflected in the Certificate of Insurance.

What are my obligations?

- Pay the premium.
- To lessen the consequences of the incident.
- Communicate to the Insurer all circumstances that alter the risk.

What is not covered? MAIN EXCLUSIONS:

The policy may have, among others, any of the following exclusions:

- Excluded (unless expressly included in the warranty) are damages, situations, expenses and consequences derived from:
 - Malicious acts of the policyholder, Insured, beneficiary or their successors in title.
 - Those related to events occurring prior to the entry into force of the policy.
 - Malicious acts of the policyholder, Insured, beneficiary or their successors in title.

- Illnesses, accidents or events derived from the consumption of alcoholic beverages, narcotics, drugs or medications, unless the latter have been prescribed by a physician.
- Those related to events occurring prior to the entry into force of the policy.
- Illnesses, accidents or events derived from the consumption of alcoholic beverages, narcotics, drugs or medications, unless the latter have been prescribed by a physician.
- Wars, demonstrations, insurrections, strikes, popular movements, acts of terrorism, sabotage, whether officially declared or not.
- The transmutation of the nucleus of the atom, as well as radiation caused by the artificial acceleration of atomic particles.
- Earthquakes, floods, volcanic eruptions and, in general, those resulting from the forces of nature.
- Suicide, attempted suicide or self-injury of the Insured.
- Epidemics and/or infectious diseases of sudden onset and rapid spread in the population, as well as those caused by pollution and/or atmospheric contamination.

When and how do I have to make my payments?

Payment must be made within the terms established in the General and Particular Conditions of the policy by the means of payment indicated therein.

When does my billing start and end?

On the dates contracted and reflected in the Certificate of Insurance.

How can I terminate my contract?

The contract has the duration established in the policy. You have the right to terminate the contract and, if applicable, to object to the extension thereof, by giving written notice to the insurer one month prior to the end of the contract, or any of its extensions.

**GENERAL
CONDITIONS:**

PRELIMINARY CLAUSE

This contract is governed by the provisions of Law 50/1.980, of October 8, 1980, on Insurance Contracts (hereinafter, the Law), and by the provisions of these General Conditions, the Specific Conditions and, if applicable, the Special Conditions of the contract itself, and the clauses limiting the rights of the Insured Parties that are not highlighted and specifically accepted by the Policyholder shall not be valid. Mere transcriptions or references to legal or regulatory precepts shall not require such acceptance.

CLAUSE ONE - DEFINITIONS

Insurer: IMA IBÉRICA SEGUROS Y REASEGUROS, S.A., with registered office at C/ Julián Camarillo, 29, 28037 Madrid, NIF A-78689726, which is the legal entity that assumes the contractually agreed risk. This Insurance Company carries out its activity under the supervision and control of the Spanish authorities through the Directorate General of Insurance and Pension Funds, where it is registered under registration code C0709.

Policyholder: VIAJAMASPREOCUPATEMENOS, S.L who, together with the Insurer, subscribes this policy, assuming before the latter, the rights and obligations derived from this contract, except for those which by their nature must be fulfilled by the Insured or Insured Parties.

Insured: the natural person traveling for study purposes and contracting a language course abroad, listed in the Special Conditions, who is the holder of the insured interest and who assumes the obligations arising from the contract.

Family member: the spouse, domestic partner or person who as such permanently lives with the Insured, his parents, children, siblings, grandparents and grandchildren, stepparents, stepchildren, stepbrothers, stepsiblings, parents-in-law, brothers and sisters-in-law, brothers and sisters-in-law, sons and daughters-in-law.

Policy: the contractual document containing the Conditions governing the Insurance. The following are an integral part thereof: a) the General Conditions, b) the Special Conditions, c) the Special Conditions, which individualize the risk, and d) the supplements or appendices issued to complete or modify the same.

Premium: the price of the insurance. The receipt shall also contain the legally applicable surcharges and taxes.

Loss: any sudden, accidental, unforeseen event beyond the Insured Party's control, the harmful consequences of which are covered by the guarantees of this policy. A single and unique loss shall be deemed to be the set of damages deriving from the same cause.

Foreign country: for the purposes of the guarantees, a foreign country is defined as a country other than the country of habitual residence.

Accident: bodily injury or material damage suffered during the term of the contract, deriving from a violent, sudden, external cause and beyond the Insured's control.

Serious accident: bodily injury resulting from a violent, sudden, external and unintentional cause of the injured party, the consequences of which prevent him from moving normally from his usual place of residence.

Supervening illness: alteration in the state of health of an individual occurring during the course of a trip covered by the policy whose diagnosis and confirmation is made by a legally recognized physician or dentist, and which makes medical assistance necessary.

Serious illness: health alteration that implies hospitalization or the need to stay in bed, within 7 days prior to the trip or that, in the opinion of IMA IBÉRICA's medical team, makes it medically impossible to start the trip on the planned date.

When the Sickness affects any of the aforementioned persons, other than the Insured, it shall be understood as serious when it implies hospitalization for at least one night or the need to stay in bed for a period of at least 3 days, in both cases provided that it is within the 7 days prior to the commencement of the trip or involves imminent risk of death.

Pre-existing Illness: illness or injury suffered by the Insured prior to the subscription of the policy or at the beginning of each of the trips covered by the policy and which may affect any of the guarantees of the policy.

Baggage: set of clothes and personal belongings for personal use and hygiene necessary during the trip, contained inside the suitcase(s).

Robbery: theft of another's movable property, with violence or intimidation to persons or using force.

Theft: theft of another's movable property, without violence or intimidation to persons or force.

Force majeure: an event or occurrence beyond the control of the Insured that cannot be prevented or foreseen and that makes it impossible to fulfill the obligation.

Usual domicile: The usual domicile of the Insured is understood to be the one located in the country of usual residence stated in the policy, and from which the trips covered under this contract are made.

Temporary residence: In which the Insured Party is temporarily housed, where there is a financial consideration for the enjoyment thereof.

Requirements and limits of the benefits to be paid by IMA IBÉRICA: the economic limits of the benefits covered by this contract include the taxes applicable to the cost of the benefit.

Information and defense of the Insured: For any information, consultation or claim regarding the contents of this policy, you may contact the Department of Policyholder Service of IMA IBÉRICA SEGUROS Y REASEGUROS, S.A. located at Calle Julián Camarillo 29, Madrid, 28037, telephone 91 353 63 63, fax 91 34 34 956, e-mail: imacalidad@imaiberica.es.

You may also file the complaints or claims you deem appropriate electronically, through the official website of the Directorate General of Insurance>Electronic Headquarters> Procedures and Services>Claims for Insured and Participant Protection>Filing a Claim; or through the following link:

https://www.sededgsfp.gob.es/SedeElectronica/Reclamaciones/Index_Proteccion_Asegurado.asp

CLAUSE TWO - INDEX TO GENERAL CONDITIONS

1. Subject of insurance
2. Entry into force and duration of the contract
3. Sports and/or Adventure Activities

4. Territorial scope
5. Payment of premiums
6. Formalities in the event of a claim
7. Complaint information and Customer Service Department
8. Communication of the data contained in the contract
9. Subrogation
10. Responsibility
11. Legislation and Jurisdiction
12. Data Protection Treatment
13. Warranties covered
14. Exclusions
15. Insurance Consortium Indemnity Clause
16. Limits
17. Additional Provisions
18. Prescription
19. Indication

**Supplemental Civil Liability Insurance Supplemental
Personal Accident Insurance Supplemental Personal
Accident Insurance**

- Personal accidents 24 hours a day

1. OBJECT OF INSURANCE

The purpose of this contract is to cover the risks covered by the Policy and which occur as a consequence of a fortuitous event **IN THE COURSE OF A TRIP OUTSIDE THE CUSTOMER'S HOME.**

2. ENTRY INTO FORCE AND DURATION OF THE INSURANCE

1. The insurance contract shall come into force on the date indicated in the Special Conditions of the policy as the beginning of the trip. **This date may not be later than the beginning of the trip.**
2. The contract shall remain in force for the period of time specified in the Special Conditions.

The duration shall be as specified in the Special Conditions of the policy **up to a maximum of 12 consecutive months.**

3. SPORTS AND/OR ADVENTURE ACTIVITIES

In addition and upon **payment of the corresponding additional premium**, the scope of coverage may be extended with respect to the following activities:

Whitewater, airsoft, canyoning, diving and underwater activities at less **than 20 meters deep**, **bouldering up to 8 meters high**, horseback riding, sport climbing, fencing, caving **at less than 150 meters deep**, water skiing, fly surfing, hydrobob, hydrospeed, kitesurfing, cyclotourism, mountain biking, psicobloc up to 8 meters high, quads, rafting, rappel, elastic jumping, survival, **trekking up to 5.000 meters of altitude**, and any other activity of similar characteristics as **long as they are previously accepted by IMA IBÉRICA**.

4. TERRITORIAL SCOPE: TERRITORIES COVERED

The guarantees insured in this policy shall be valid for **trips abroad**.

Europe will include the countries bordering the Mediterranean: Morocco, Algeria, Tunisia, Libya, Egypt, Israel, Palestine, Lebanon, Syria and Turkey.

In any case, countries that are in a state of war, insurrection or warlike conflicts of any kind or nature, even if they have not been officially declared, are excluded.

5. PREMIUM PAYMENT

1. The Policyholder is obliged to pay the premium at the time of formalization of the policy. In any case, if the premium has not been paid before the loss occurs, IMA IBÉRICA shall be released from its obligations.
2. The Policyholder undertakes to notify IMA IBÉRICA in writing of any modification that may occur in the details of the account to which payment has been made by direct debit.

6. PROCEDURES IN THE EVENT OF A CLAIM

In the event of needing assistance during the trip, **it will be an indispensable requirement the immediate communication of the claim**, from Spain to the telephone numbers 913907316 for Medical Assistance 24h, and 913907317 for Reimbursements; and from abroad to +0034 913907316 for Medical Assistance 24h, and +0034 913907317 for Reimbursements, or any other means that provides proof of the communication of such claim, **being expressly excluded in general those benefits that have not been previously communicated to IMA IBÉRICA and those for which the corresponding authorization has not been obtained.**

In case of force majeure, which prevents this notice from being given, it shall be given immediately after the cause that prevented it has ceased to exist.

Once the contact has been established, the Insured Party shall indicate: policy number, name and surname, place where he/she is located, contact telephone number, and shall inform of the circumstances of the loss and the type of assistance requested.

Once the notification has been received, IMA IBÉRICA shall give the necessary instructions in order to provide the required service. Should the Insured Party act contrary to the instructions given by IMA IBÉRICA, the expenses incurred due to such non-compliance shall be borne by the Insured Party.

TO REQUEST A REIMBURSEMENT OF ANY EXPENDITURE, please send an email to reembolsos@imaiberica.es

Redemptions will be made by IMA IBÉRICA in compliance with the provisions of Spanish law, specifically with respect to cash payments and capital outflows from the national territory.

7. INFORMATION ON COMPLAINTS AND CUSTOMER SERVICE DEPARTMENT

1. Without prejudice to their right to resort to the jurisdictional bodies, **IMA IBÉRICA** places at the service of Policyholders, Insured Parties and their assignees a Customer Service Department. Its operation is governed by the regulations deposited with the Directorate General of Insurance and Pension Funds, a copy of which is delivered prior to the signing of this contract, without prejudice to its availability at the offices of **IMA IBÉRICA**.
2. In case of any complaint or claim in relation to the contract, the regulations on transparency and customer protection or the codes of good practices, you may write to the Customer Service Department of **IMA IBÉRICA SEGUROS Y REASEGUROS, S.A.** located at Calle Julián Camarillo No. 29, Madrid, 28037.

The Customer Service Department of IMA IBÉRICA, after acknowledging receipt of the complaint, and following the course of action provided for in its regulations, will reply within a period of no more than two months from its receipt.

3. If the answer is not satisfactory or if after the term has elapsed no answer has been given, the complaint or claim may be submitted in writing to the "Commissioner for the Defense of the Insured and the Pension Plan Participant", at Paseo de la Castellana, 44, 28046, Madrid, who will issue a non-binding resolution, in accordance with the procedure set forth in R.D. 303/2004, of February 20, and Order ECO 734/2004, of March 11.
4. You may also file any complaints or claims you deem appropriate electronically, through the official website of the Directorate General of Insurance>Electronic Headquarters> Procedures and Services>Claims for Insured and Participant Protection>File a Claim; or through the following link:
https://www.sededgsfp.gob.es/SedeElectronica/Reclamaciones/Index_Proteccion_Asegurado.asp

8. COMMUNICATION OF THE DATA CONTAINED IN THE CONTRACT

The Policyholder undertakes to notify IMA IBÉRICA of any modification of the data appearing in the contract, in writing and within 24 hours. In the event of non-compliance with this obligation, IMA IBÉRICA reserves the right to suspend the insured guarantees.

9. SUBROGATION

IMA IBÉRICA is subrogated, up to the total cost of the services rendered by it, in the rights and actions corresponding to the Insured Party against any person responsible for the facts and which have motivated its intervention. When the guarantees made in the execution of this contract are covered in whole or in part by another Insurance Company, by the Social Security or by any other institution or person, IMA IBÉRICA shall be subrogated in the rights and actions of the Insured Party against the aforementioned company or institution. For these purposes, the Insured Party undertakes to actively collaborate with IMA IBÉRICA by rendering any assistance or granting any document it may deem necessary. In any case, IMA IBÉRICA shall have the right to use or request from the Insured Party the delivery of the transportation ticket (train ticket, plane ticket, etc.) held by the Insured Party, when the return expenses have been paid by IMA IBÉRICA.

10. RESPONSIBILITY

In the event of a claim, IMA IBÉRICA shall not assume any responsibility with respect to the decisions and actions taken by the Insured Party contrary to its instructions or those of its Medical Service.

11. LEGISLATION AND JURISDICTION

IMA IBÉRICA submits to Spanish law and jurisdiction for the purposes of this contract.

12. PROCESSING OF PERSONAL DATA

In relation to the entry into force on May 25, 2018, of the new European Regulation on the Protection of Personal Data and the free movement of such data (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter RGPD), and in accordance with the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, it is stipulated that the COLLECTIVE INSURER shall be Responsible for the processing of the data of the persons attending the same, in the underwriting and management phases of the contract. On the other hand, THE INSURER shall be Responsible for the data of the COLLECTIVE INSURER and/or of the INSURED parties adhered to the Group Insurance Policy, in the claim management phase.

On the other hand, the Duty of Information clause is included, by virtue of which, the type of data processed between the contracting parties is determined, as well as their purposes, legitimacy and rights to which they are entitled.

12.1 UNDERWRITING AND CONTRACT MANAGEMENT PHASE:

The COLLECTIVE OWNER is Responsible for the Data obtained during the Subscription and Management Phases of the Contract.

In this regard, the COLLECTIVE OWNER undertakes to respect the obligations arising from the GDPR for the aforementioned figure.

The INSURER, being the initial responsible for such data, proceeds to make a COMMUNICATION of data to IMA IBÉRICA, in its capacity as Addressee, for the execution of the Insurance Contract.

12.2. CLAIM MANAGEMENT PHASE.

THE INSURER is Responsible for the processing of the data obtained during the claim management phase.

In this sense, THE INSURER undertakes to respect the obligations derived from the RGPD for the aforementioned figure.

12.3. DUTY OF DISCLOSURE CLAUSE

Data Protection Officer: Ms. Nathalie Bailly

IMA IBÉRICA is Responsible for the Processing of the following Data:

- a) those of the COLLECTIVE OWNER;
- b) those of the legal representatives and/or attorneys-in-fact of the COLLECTIVE OWNER that have been stated in this document and;
- c) those of the persons who, rendering their services, come into contact with IMA IBERICA, to enable the maintenance, development and management of the business relationship formalized by means of this document (contact persons), to whom the COLLECTIVE OWNER undertakes to inform of the full content of this clause.

IMA IBERICA has its registered office at Calle Julián Camarillo, 29, Madrid 28037; its telephone number is 91 343 49 00 and its e-mail address is electrónicoasesoria.juridica@imaiberica.es.

IDENTIFYING DETAILS OF THE COLLECTIVE OWNER, is domiciled in []

PURPOSE: The personal data of the interested parties indicated above will be processed for the following purposes:

1^a To enable the maintenance, development and management of the business relationship formalized by means of this document. The data processed for this purpose will be kept as long as the business relationship is maintained and, once it is terminated, during the periods of conservation and prescription of responsibilities provided by law.

2^a To keep the OWNER informed, including by electronic means, about the products, services and news of IMA IBERICA and the rest of the companies belonging to the IMA Group, all of them dedicated to the Assistance and Insurance Activity.

The data processed for this purpose will be retained until such time as the COLLECTIVE OWNER withdraws its consent to receive such communications.

If you consent to the processing of data for this purpose, please check this box.

3^a To communicate the data of the interested parties to the rest of the companies belonging to the IMA Group, all of them dedicated to the Assistance and Insurance Activity so that they can keep the COLLECTIVE OWNER informed, including by electronic means, about their products, services and news.

The data processed for this purpose will be kept until such time as the Policyholder withdraws his consent to the communication of his data.

If you consent to the processing of data for this purpose, please check this box.

LEGITIMACY: The legal basis for carrying out the data processing specified in the previous section is as follows:

1^a Execution of the contractual obligations assumed by the LIABILITY CONTROLLER and IMA IBERICA by means of this document.

2nd Consent given for the receipt of such communications. 3rd

Consent given for the communication of data.

RECIPIENTS: In accordance with the provisions of the 1st processing purpose, the data will only be communicated to third parties for the fulfillment of legal obligations.

In accordance with the provisions of the 3rd purpose of processing, the data of the interested parties will be communicated to the other companies belonging to the IMA Group, which can be consulted at www.imaiberica.es.

RIGHTS: The data subject may exercise before IMA IBERICA his or her rights of access; rectification; erasure; limitation of processing; data portability, opposition and not to be subject to automated individual decisions, including profiling.

Similarly, in the processing of the data subject's data whose legitimacy is based on the consent given by the data subject, the data subject has the right to withdraw such consent at any time, without affecting the lawfulness of the processing based on the consent prior to its withdrawal.

In order to exercise such rights, the interested party may send his/her request to IMA IBERICA SEGUROS Y REASEGUROS, S.A, Calle Julián Camarillo, 29, 28037 Madrid; or to the e-mail address asesoria.juridica@imaiberica.es.

In any case, the interested party has the right to file a complaint with the corresponding supervisory authority if he/she deems it appropriate.

13. WARRANTIES COVERED

13.1.- MEDICAL ASSISTANCE, TRANSFER AND REPATRIATION

13.1.1) Extension of hotel stay due to illness or accident.

When the Insured suffers a supervening illness or accident that makes it impossible to continue his/her trip and not being necessary to be admitted to a clinic or hospital, IMA IBÉRICA shall pay the expenses arising from the extension of the hotel stay, **up to the limit of 120€ per day and up to a maximum of 10 days.**

A Medical Prescription is required.

13.1.2) Sanitary transfer of the sick and injured.

When the Insured suffers an accident or illness occurring during the trip, IMA IBÉRICA shall pay for:

- i. The cost of transportation by ambulance to the nearest clinic or hospital.

This coverage in no case substitutes the official emergency services and therefore, in case of a vital emergency, the Insured should contact the emergency services of the country in which he/she is located.

- ii. Management by IMA IBÉRICA's medical team to determine the most convenient measures, together with the physician attending the Insured, in order to define the most suitable means of transportation for his/her eventual transfer to another more appropriate hospital or to his/her usual residence.

- iii. The expenses of transporting the injured or sick Insured Party, by the most appropriate means of transportation, to the prescribed hospital or to his/her usual residence.

The means of transport used in each case will be decided by the IMA IBÉRICA Medical Team according to the seriousness and urgency of each case, and a special medical plane may be used.

13.1.3) Transfer or transportation of the Insured companions.

When in application of the "Medical transfer of the sick and injured" or "Transport of mortal remains" guarantee, one of the Insured has been repatriated or transferred due to illness, accident or death, and this prevents the rest of the companions from continuing the trip by the means initially planned, IMA IBÉRICA will pay for the transport of the same to their home or place of hospitalization.

13.1.4) Transfer of a companion and reinstatement of the travel plan.

In case of "Medical transfer of the sick and injured", or "Death of an Insured Party", a companion of the Insured Party may be transported free of charge to the place of hospitalization or burial. In this case, and **whenever such companion needs to rejoin his/her original travel plan**, IMA IBÉRICA shall pay for the transportation **as long as the contract remains in force and provided that the maximum period between both trips does not exceed seven days.**

13.1.5) Travel of a person to accompany the hospitalized Insured.

If the Insured's condition, due to an accident or illness occurring during the trip, requires hospitalization for more than five days and no family member is at his/her side, IMA IBÉRICA shall provide a family member, from his/her country of habitual residence, with a round trip ticket by plane (economy class) or train (first class) so that he/she may accompany him/her.

13.1.6) Expenses for the stay of one person to accompany the hospitalized Insured.

If the condition of the Insured due to an accident or illness occurring during the trip requires hospitalization for more than five days and no family member is at his/her side, IMA IBÉRICA will pay for hotel accommodation expenses, **upon presentation of the corresponding original invoices, up to a limit of 120€ per day and up to a maximum of 10 days.**

13.1.7) Early return of the Insured due to the death of a family member.

In case of death of a relative of the Insured during the dates of the trip, IMA IBÉRICA shall organize and make available to the Insured a plane ticket (economy class) or train ticket (first class) so that he/she may go to the place of burial in his/her country of habitual residence, **within 7 days after the death, prior notification of the event by the Insured.**

In the event that the Insured Party is unable to send IMA IBÉRICA the documentation justifying the death at that time, he/she shall bear the expense in the first instance, without prejudice to his/her right to subsequently request reimbursement of the expenses covered by the guarantee, upon presentation of the aforementioned proof, as well as the paid invoice.

13.1.8) Early return due to hospitalization of a family member.

In case of hospitalization due to accident or serious illness of a family member of the Insured for more than 5 days during the dates of the trip, IMA IBÉRICA shall organize and make available to the Insured a plane ticket (economy class) or train ticket (first class) so that he/she may go to the place of hospitalization in his/her country of habitual residence, **prior notification of the fact by the Insured.**

In the event that the Insured Party is unable to send IMA IBÉRICA the documentation justifying the hospitalization at that time, he/she shall bear the expense in the first instance, without prejudice to his/her right to subsequently request reimbursement of the expenses covered by the guarantee, upon presentation of the aforementioned proof, as well as the paid invoice.

13.1.9) Early return of the Insured in the event of a serious loss to the home or business premises.

In the event that the Insured should interrupt his trip due to the occurrence of a serious loss (fire, theft, flood) at his habitual residence or professional premises when the Insured is a direct operator or exercises a liberal profession therein, IMA IBÉRICA shall provide him with a round trip ticket by plane (economy class) or train (first class) to his domicile in his country of habitual residence.

In the event that the Insured Party is unable to send to IMA IBÉRICA the documentation justifying the serious loss in the dwelling or professional premises at that time, he/she shall bear the expense in the first instance, without prejudice to his/her right to subsequently request the reimbursement of the expenses covered by the guarantee, upon presentation of the aforementioned proof, as well as the paid invoice.

13.1.10) Repatriation or transport of mortal remains.

In the event of the death of the Insured while traveling, IMA IBÉRICA shall organize and pay for the transportation of the mortal remains to the place of burial in the Insured's country of habitual residence.

These expenses shall include the costs of post-mortem conditioning in accordance with legal requirements.

Funeral and burial expenses are not covered.

13.1.11) Accompaniment of mortal remains.

If there is no one to accompany the mortal remains of the deceased Insured in their transfer, IMA IBÉRICA shall provide the person designated by the beneficiaries with a round trip ticket by train (first class) or airplane (tourist class) from their country of habitual residence, to accompany the mortal remains of the deceased Insured to the place of burial in such country.

IMA IBÉRICA will pay for the expenses of the accompanying person's stay, hotel accommodation, **upon presentation of the corresponding invoices, up to a limit of 120€ and up to a maximum of 10 days.**

13.1.12) Accompaniment of minors under 14 years of age or disabled persons.

If the Insured repatriated or transferred in application of the "Medical transfer of the sick and injured" coverage travels with the sole company of disabled children or children under 14 years of age, IMA IBÉRICA shall organize and pay for the round trip travel of a flight attendant or a person designated by the Insured, in order to accompany the children on their return to their place of habitual residence in the shortest possible time.

13.1.13) Shipping of medicines abroad.

In the event that the Insured Party needs a prescribed medication that cannot be acquired in the place where he/she is located, IMA IBÉRICA shall be in charge of locating it and sending it to him/her by the fastest means possible and subject to the Local Legislation.

The Insured Party shall reimburse IMA IBÉRICA, upon presentation of the invoice, the price of the medicine.

Cases of abandonment of the manufacture of the drug or its unavailability in the distribution channels in Spain are excluded.

13.1.14) Cancellation and replacement of cards due to loss or theft.

In case of theft, robbery or loss of bank or non-bank cards issued by entities in Spain, IMA IBÉRICA, at the request of the Insured Party, shall be in charge of requesting their cancellation and subsequent replacement, **provided that the Insured Party provides all the information required by the card issuing entity in order to carry out such procedure.**

In any case, it will be necessary to file the corresponding complaint with the competent authorities.

13.1.15) Loss or theft of passport while traveling abroad.

IMA IBÉRICA shall bear the duly justified management and procurement expenses incurred by the Insured in the event of the loss or theft of his/her passport during a trip abroad, up to a limit of 200 €.

Damages resulting from the loss or theft of the passport or its improper use by third parties are not covered by this coverage and, consequently, no indemnity shall be paid.

13.1.16) Transmission of urgent messages (derived from guarantees).

IMA IBÉRICA shall be in charge of transmitting the urgent messages that the Insured Parties need to transmit, provided **that they do not have other means to do so and provided that they are the consequence of a guarantee covered by the contract.**

13.1.17) Information Service.

IMA IBÉRICA will provide the Insured with a free and uninterrupted 24-hour service, every day of the year, to provide tourist information, information on administrative formalities, travel and local living conditions, means of transportation, accommodations, restaurants.

13.1.18) Loss, theft or misplacement of keys of the habitual residence.

If as a consequence of the loss, theft or misplacement of the keys of the Insured's habitual residence during the trip, the Insured should need to use the services of a locksmith to enter his/her home upon return from said trip, IMA IBÉRICA shall pay for the expenses incurred **up to a limit of 60 € and upon presentation of the corresponding invoice.**

13.1.19) Costs of opening and repairing safes and safe deposit boxes.

IMA IBÉRICA shall reimburse the costs of opening and repairing safes and safety deposit boxes when, due to the loss of the key by the Insured Party, the hotel where he/she is staying has charged him/her for such costs **up to a limit of 150 € and upon presentation of the appropriate supporting documents.**

13.1.20) Expenses for the rescue of persons.

If the Insured Party is exposed to a risk that gives rise to search and rescue expenses by civilian or military rescue services or by rescue organizations, IMA IBÉRICA shall reimburse the same **up to a maximum limit of 2,000 €.**

13.1.21) Foreign currency fund advances.

In case of loss or theft of cards, which makes it impossible for the Insured to continue his/her trip **up to the limit of 3,000 Euros, IMA IBÉRICA shall advance said funds to the Insured, IMA IBÉRICA shall request the Insured to provide a guarantee or surety to ensure the collection of the advance payment.**

In any case, the amounts advanced must be returned to IMA IBÉRICA within a maximum period of 30 days.

13.1.22) Handling fees for lost travel documents.

IMA IBÉRICA guarantees the reimbursement of management and procurement expenses, duly justified, caused by the replacement that the Insured must make, due to the loss of credit cards, bank, travel and gasoline checks, transportation tickets, ID cards or visas, occurring during the trip, **up to a maximum limit of 200 euros. This coverage does not cover damages derived from the loss or theft of the aforementioned objects or their improper use by third parties.**

13.2.

MEDICAL EXPENSES

13.2.1) Medical expenses

In case of unforeseen illness or accident of the Insured during a trip, IMA IBÉRICA guarantees during the term of the contract, **up to the maximum limit of 1,000,000 Euros**, the expenses abroad listed below:

- Medical fees.
- Medications prescribed by a physician or surgeon, during the first medical care provided.
- Hospitalization expenses.
- Ambulance expenses ordered by a physician for a local trip.

In the event that IMA IBÉRICA has not intervened directly and in order for such expenses to be reimbursed, the corresponding original invoices must be submitted, which must be accompanied by a complete medical report, with its background, diagnosis and treatment, which allows to establish the nature of the supervening illness.

The expenses incurred shall in any case be subrogated by IMA IBÉRICA to the payments to which the Insured Party is entitled by Social Security benefits or by any other welfare or private insurance scheme to which he/she is affiliated.

13.2.2) Dental expenses abroad.

In application of the "Medical Expenses" guarantee, IMA IBÉRICA will cover dental expenses considered emergency, **excluding endodontics, esthetic reconstructions of previous treatments, prostheses, caps and implants up to a limit of 180€.**

13.3.

LEGAL ASSISTANCE

13.3.1) Advance of the amount of criminal bail required abroad.

If the Insured is imprisoned or prosecuted as a consequence of a traffic accident occurring abroad, IMA IBÉRICA shall grant him/her an advance payment equivalent to the amount of the criminal bail required by the corresponding authorities, **up to the limit of 4,000€.**

IMA IBÉRICA reserves the right to request a guaranty or guarantee from the Insured Party to ensure the collection of the advance payment. In any case, the amounts advanced must be reimbursed to IMA IBÉRICA within a maximum period of 30 days.

13.3.2) Advance payment of legal assistance expenses incurred abroad.

IMA IBÉRICA guarantees, **up to a limit of 600€**, the advance payment of your lawyer's fees in the event that the Insured needs to hire one for his legal defense outside his country of habitual residence or nationality, as a consequence of a traffic accident.

IMA IBÉRICA reserves the right to request a guaranty or guarantee from the Insured Party to ensure the collection of the advance payment. In any case, the amounts advanced must be reimbursed to IMA IBÉRICA within a maximum period of 30 days.

13.4. INTERRUPTION OF A TRIP THAT HAS ALREADY BEGUN

13.4.1) Interruption of a trip that has already begun.

If, in case of interruption of a trip already started as a consequence of a mishap covered by the policy, IMA IBÉRICA has transferred the Insured in advance, IMA IBÉRICA will compensate the Insured for the costs incurred by the Insured.

contracted services that the Insured must pay for and cannot enjoy them **up to a maximum limit of 1,500 €.**

The Insured Party must present the document evidencing the contracting of the lodging in order to be able to accredit such reimbursement.

Compensation shall be calculated on the basis of the amounts of land services not enjoyed and as of the day following the repatriation and early return organized by IMA IBÉRICA, provided that the Insured has not been able to recover the amounts through the travel supplier.

Round-trip tickets are excluded.

13.5. TRAVEL DELAY AND LOSS OF SERVICES

13.5.1) Delay in the departure of the trip.

In case of delay of more than 6 hours in the departure of the means of public transport, IMA IBÉRICA guarantees the reimbursement of the actual and necessary expenses incurred at the place where the delay occurs, **upon presentation of the corresponding original invoices and the original proof of the delay, which has been issued by the transport company. IMA IBÉRICA will indemnify with a limit of 50€ for every 6 hours of delay and up to a maximum limit of 300€.**

Compensation for delays on non-scheduled flights are excluded from this benefit.

13.5.2) Loss of the means of transportation due to an accident "in itinere".

In case of loss of the means of public or private transportation, as a consequence of an accident at the time of the transfer of the Insured to the place of departure (airport, port, railroad station or bus station), IMA IBÉRICA guarantees the reimbursement of the actual and necessary expenses incurred at the place where the loss occurred **upon presentation of the corresponding original invoices and upon presentation of the original receipt issued by the transport company up to a maximum limit of 300 €.**

13.5.3) Missed flight connections.

In the event of a missed connection of scheduled flights involving more than 6 hours of waiting time, due to causes beyond the control of the Insured and attributable to the airline company, IMA IBÉRICA shall reimburse the actual and necessary expenses incurred at the place where the missed connection occurred, **upon presentation of the corresponding original invoices and upon presentation of the original receipt issued by the carrier company, up to a maximum limit of 300 €.**

Compensation for delays on non-scheduled flights are excluded from this benefit.

13.5.4) Travel delay due to "overbooking" in the means of air transportation.

If, as a consequence of the air carrier contracting a greater number of seats than those actually available ("over booking"), there is a delay in the departure of the means of transport and provided **that this risk is not covered by the transport company**, IMA IBÉRICA will reimburse, upon **presentation of the corresponding original invoices, up to a maximum limit of 300€**, to defray the expenses of first necessity.

13.5.5) Alternative transportation due to loss of links.

If the means of public transportation contracted is delayed or cancelled due to technical failure, strike or social conflict, inclement weather, natural disasters, extraordinary natural phenomena, intervention of the authorities or other persons by force and, as a consequence thereof, it is impossible for the Insured to connect to the next means of public transportation closed and foreseen in the ticket, IMA IBÉRICA shall reimburse **up to a maximum limit of 300€** the return transportation expenses to the place of origin or the costs of alternative transportation to the final destination.

13.5.6) Expenses for cancellation of the departure of the means of transportation due to strike.

When the departure of the means of public transport chosen by the Insured is cancelled due to strike or social conflicts, IMA IBÉRICA will pay, **upon presentation of the original invoices, up to a maximum limit of 300€, for the** expenses incurred by the Insured for the return to his/her home.

13.5.7) Expenses for extension of hotel stay due to forced trip extension

IMA IBÉRICA guarantees, **up to a maximum limit of 150€ per day and up to a maximum of 2 days**, hotel expenses in the event that due to a natural catastrophe the Insured is forced to extend his/her stay.

All the guarantees of "Trip Delay and Loss of Services" described in section 14.5. of this policy shall not be cumulative or complementary to each other, since once the first cause of indemnity for the concept of delay has occurred, the others shall not apply provided that they have their origin in the same cause.

13.6. BAGGAGE COVERAGES

13.6.1) Search and location of luggage.

In the event that the Insured suffers a loss or delay in the delivery of his/her luggage, IMA IBÉRICA will assist him/her in the search and location thereof, advising him/her on how to file the corresponding complaint.

If the luggage is located, IMA IBÉRICA will send it to the Insured's usual domicile, **provided that the owner's presence is not necessary for its recovery.**

13.6.2) Loss, damage and theft of checked baggage.

If during the course of a trip the checked baggage is definitively lost or suffers serious damage or theft due to causes attributable to the carrier, IMA IBÉRICA guarantees payment as compensation **up to a maximum limit of 1,500€.**

Within this benefit and within the same economic limit indicated above, total or partial loss due to theft is also covered, theft being understood as only theft committed by means of violence or intimidation to persons or force in things.

In order to be eligible for compensation, the loss or damage must be evidenced by means of the original proof of loss or damage provided by the Carrier. In case of theft of luggage, it shall be indispensable to present the corresponding report made to the competent authority at the place of the facts together with the claim before the Public Establishment if the theft had occurred therein. In all cases, a detailed and valued list of the stolen, lost or damaged objects, as well as the original boarding pass, shall be required.

The integral parts or accessories of an object shall not be indemnified independently of each other.

This reimbursement shall always be in excess of those received from the transportation company and complementary in nature. In order to collect the reimbursement, proof of having received the corresponding compensation from the transportation company must be presented, as well as a detailed list of the luggage and its estimated value.

Such compensation shall be determined on the basis of the replacement value on the date of loss less depreciation for use.

13.6.3) Delay in baggage delivery.

If there is a delay in the delivery of the checked baggage, due to the carrier, of more than 12 hours or an overnight stay, IMA IBÉRICA will reimburse the expenses for the purchase of basic necessities at the place where the delay occurred. **It is necessary, in any case, the presentation of the corresponding original invoices, the original boarding pass, as well as the original proof of the delay issued by the transport company. This guarantee has a limit of 150€ for every 12 hours of delay and up to a maximum limit of 300€.**

This indemnity shall be deductible from the indemnity payable under the "Loss, Damage and Theft of Baggage" benefit in the event of definitive loss.

This benefit shall not be payable if the delay or purchases of necessary personal use items occur in the province in which the Insured has his/her usual place of residence.

13.6.4. Shipment of objects forgotten or stolen during the trip.

IMA IBÉRICA guarantees, **up to a maximum limit of 100€**, the cost of shipping the stolen objects (**provided they are recovered**) or forgotten during the trip.

It will be essential to justify the omission by means of a written document from the hotel, the cruiser, the transportation company, etc.

14. EXCLUSIONS

14.1 EXCLUSIONS APPLICABLE TO ALL WARRANTIES

- 1) The guarantees and services that have not been requested to IMA IBÉRICA and that have not been carried out by or with its agreement, except in case of force majeure or proven material impossibility.
- 2) Losses caused by fraud or bad faith on the part of the Insured Party, the Policyholder, the Beneficiaries or the persons traveling with the Insured Party.
- 3) Claims occurring in case of terrorism, war (civil or foreign) declared or not, demonstrations and popular movements, civil commotion, sabotage, civil disturbances and uprisings are expressly excluded. Likewise, losses occurring in case of strike are also excluded.
- 4) Losses caused by the Insured Party's participation in bets, challenges or fights, except in case of legitimate self-defense.
- 5) Claims arising from depression, anxiety, stress and mental or nervous disorders.
- 6) Losses resulting from the consumption of alcohol, drugs and narcotics, unless they have been prescribed by a physician and are consumed in the manner prescribed by the physician. 7) Any effect of a source of radioactivity, as well as the conscious disregard of official prohibitions.
- 8) Claims arising from skiing and related sports.
- 9) Unless the corresponding surcharge for SPORTS AND/OR ADVENTURE ACTIVITIES included in clause 4 has been paid, the following activities are excluded: White water, airsoft, canyoning, diving and underwater activities at a depth of less than 20 meters, bouldering up to 8 meters, horseback riding, sport climbing, fencing, caving at a depth of less than 150 meters, water skiing, fly surfing, hydrobob, hydrospeed, kitesurfing, cyclotourism, mountain bike tours, psicobloc up to 8 meters in height, etc., are excluded.

quads, rafting, rappelling, rappelling, bungee jumping, survival, trekking up to 5,000 meters of altitude, and any other activity of similar nature Independently of the fact that the corresponding additional premium for SPORTS AND/OR ADVENTURE ACTIVITIES has been paid, the following activities are expressly excluded from the scope of coverage of this insurance policy:

Activities carried out at an altitude of more than 5.000 meters of altitude, underwater activities at a depth of more than 20 meters, martial arts, aeronautical ascents or trips, big wall, bobsleigh, boxing, speed or endurance races, big game hunting, track cycling, cyclocross, combat sports, motorcycle sports, winter sports, sports schools and associations, speleodiving, caving at depths of more than 150 meters, caving in virgin chasms, speedboat, luge, polo, rugby, trial, skeleton, canyoning, bungy jumping, mountaineering, any type of non-sport climbing, mountaineering, bungee jumping, as well as any other activity considered as high risk and any other activity not expressly accepted by the Company.

10) Losses arising from the practice of any sport in a professional capacity, paid or unpaid, in competition or in preparatory training and canyoning, canyoning, bungy jumping, mountaineering, climbing, mountaineering, diving, caving, bungee jumping as well as any other activity considered as high risk. Sports expeditions by sea, mountain or desert are also excluded.

11) Losses caused by irradiation from nuclear transmutation or disintegration or those related to radioactivity of any kind, as well as those related to biological or chemical agents.

12) When traveling other than as a passenger on a scheduled flight.

13) Costs or expenses incurred by the Insured Party for a claim filed against a tour operator, travel agent, Airline or the Insurer.

14) Costs or expenses incurred before IMA IBÉRICA has given its approval, which it will not unreasonably withhold. IMA IBÉRICA reserves the right to withdraw it at any time, and to cease to be liable for additional expenses.

15) Any economic loss that is recoverable under other insurance. If there is a partial recovery under other insurance, then this guaranty will cover the difference up to the maximum limit of indemnity.

16) Restaurant and hotel expenses except those expressly covered by the policy.

17) IMA IBÉRICA shall not provide coverage or be obligated to pay any claim or benefit under this Agreement to the extent that the provision of such coverage, or the payment of such claim or benefit, would expose IMA IBÉRICA to any sanction, prohibition, or restriction under the United Nations resolution.

18) Losses caused by earthquakes, tidal waves, extraordinary floods, volcanic eruptions, atypical cyclonic storms and falls of sidereal bodies and aerolites.

19) Incidents occurring during a CRUISE trip.

14.2. SPECIFIC EXCLUSIONS TO MEDICAL ASSISTANCE, TRANSFER AND REPATRIATION AND MEDICAL EXPENSES GUARANTEES

1) Mountain, sea or desert rescue.

2) The events, ailments and chronic or pre-existing illnesses, as well as their consequences suffered by the Insured.

3) Illnesses and accidents occurring in the exercise of a manual profession.

4) Suicide or illness and injury resulting from the attempt or intentionally caused by the Insured to himself/herself.

5) Chronic or pre-existing illnesses of all travelers regardless of age.

6) Expenses incurred in any type of prosthesis and orthosis.

7) Deliveries.

8) Pregnancies, except for unforeseeable complications in the first 24 weeks of gestation.

9) Periodic medical check-ups, preventive or pediatric.

10) Any type of medical or pharmaceutical expense incurred as a consequence of malice on the part of the Insured Party, or due to neglect of treatment that makes the deterioration of health foreseeable.

11) Any trip contracted after having received a terminal prognosis.

12) When traveling for medical treatment.

13) Any trip contracted against medical advice.

- 14) Medical costs resulting from sexually transmitted diseases.
- 15) When access to a country is prevented by a foreign government.

14.3. SPECIFIC EXCLUSIONS TO BAGGAGE WARRANTIES

- 1) Goods and material for professional use, jewelry, understood as all objects made of gold, platinum, pearls or precious stones; currency, bank bills, travel tickets, stamp collections, titles of any kind, identity documents and in general all documents and securities on paper, credit cards, tapes and/or disks with memory, documents recorded on magnetic strips or filmed; valuables, understood as all silver objects, paintings, works of art, and all types of art collections, as well as fine furs; prostheses, eyeglasses and contact lenses; sports equipment; telephone, electronic, digital and computer equipment of all kinds, as well as their accessories (except those expressly included in the guarantee for theft and material damage to baggage).
- 2) Theft, being understood as theft committed carelessly, without violence or intimidation to persons or force to things.
- 3) Damage due to normal or natural wear and tear, inherent defects and inadequate or insufficient packaging. Damage caused by the slow action of the weather.
- 4) Losses resulting from an object, not entrusted to a carrier, having been simply misplaced or forgotten.
- 5) Theft arising from the practice of camping or caravanning in free camping, being totally excluded valuables in any type of camping.
- 6) Damage, loss or theft resulting from personal effects and objects having been left unattended in a public place or in premises made available to several occupants.
- 7) Breakage, unless caused by an accident to the means of transport, simple theft or breakage, armed assault, fire or fire extinguishing.
- 8) Damage caused by spillage of liquids inside the baggage.
- 9) Thefts committed by the Insured's personnel in the course of their duties.

15. INDEMNIFICATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of October 29, 2004, the Policyholder of an insurance contract of those that must compulsorily include a surcharge in favor of the aforementioned public business entity has the power to agree the coverage of extraordinary risks with any IMA IBÉRICA entity that meets the conditions required by the legislation in force.

Compensation arising from losses caused by extraordinary events occurring in Spain and affecting risks located therein and, in the case of damage to persons, also those occurring abroad when the Insured Party has his habitual residence in Spain, shall be paid by the Insurance Compensation Consortium when the Policy Holder has paid the corresponding surcharges in his favor and any of the following situations occurs:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with IMA IBÉRICA.
- b) That, even being covered by said insurance policy, the obligations of the entity IMA IBÉRICA could not be fulfilled because it has been judicially declared bankrupt or because it is subject to a liquidation procedure, intervened or assumed by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium).

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned legal Statute, in Law 50/1980 of October 8, 1980, on insurance contracts, in the Regulation of extraordinary risk insurance, approved by Royal Decree 300/2004, of February 20, 2004, and in the complementary provisions.

16. SUMMARY OF LEGAL REGULATIONS

16.1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary floods, including those caused by sea surges; volcanic eruptions; atypical cyclonic storms (including extraordinary winds with gusts in excess of 120 km/h and tornadoes) and falling sidereal bodies and aerolites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, riot and popular tumult.
- c) Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, by means of reports issued by the State Meteorological Agency (AEMET), the National Geographical Institute and other public bodies competent in the matter. In cases of events of a political or social nature, as well as in the event of damage caused by events or actions of the Armed Forces or of the Security Forces or Corps in peacetime, the Insurance Compensation Consortium may request from the competent jurisdictional and administrative bodies information on the events that have occurred.

16.2. Franchise.

I. The deductible payable by the Insured Party shall be:

- a) In the case of direct damage, in the case of insurance against damage to property, the deductible payable by the Insured Party shall be seven percent of the amount of the compensable damage caused by the loss. Notwithstanding, no deductible shall be made for damage affecting dwellings, homeowners' associations or vehicles insured under automobile insurance policies.
- b) In the case of loss of profits, the excess payable by the Insured shall be the same as that provided for in the policy, in time or amount, for damage resulting from ordinary loss of profits claims. Should there be various deductibles for the coverage of ordinary loss of profit losses, those provided for the main coverage shall be applied.
- c) When a policy establishes a combined deductible for damages and loss of profits, the Insurance Compensation Consortium shall settle the property damage with deduction of the corresponding deductible by application of the provisions of paragraph a) above, and the loss of profits produced with deduction of the deductible established in the policy for the main coverage, reduced by the deductible applied in the settlement of the property damage.

II. In the case of personal insurance, no deductions will be made for deductibles.

16.3. Extension of coverage

1. The coverage of extraordinary risks shall cover the same assets or persons, as well as the same insured amounts as those established in the insurance policies for the coverage of ordinary risks.
2. Notwithstanding the foregoing, in life insurance policies which in accordance with the provisions of the contract, and in accordance with the regulations governing private insurance, generate mathematical provision, the coverage of the Insurance Compensation Consortium shall refer to the capital at risk for each Insured, i.e. the difference between the sum insured and the mathematical provision that the Insurance Company that issued the policy must have constituted.

The amount corresponding to the mathematical provision will be paid by the aforementioned Entity IMA IBÉRICA.

16.4. Notification of damages to the Insurance Compensation Consortium.

1. The request for indemnity for damages whose coverage corresponds to the Insurance Compensation Consortium shall be made by means of a communication to the same by the Policyholder, the Insured Party or the Beneficiary of the policy, or by whoever acts on behalf and in the name of the above, or by the entity IMA IBÉRICA or the insurance broker with whose intervention the insurance was managed.
2. The communication of damages and the obtaining of any information related to the procedure and the status of claims processing may be carried out:
 - By calling the Insurance Compensation Consortium Call Center (952 367 042 or 902 222 665).
 - Through the website of the Insurance Compensation Consortium (www.conorseguros.es).
3. Valuation of damages: The valuation of damages that may be compensated in accordance with insurance legislation and the contents of the insurance policy shall be carried out by the Insurance Compensation Consortium, without the latter being bound by the valuations that, if applicable, may have been carried out by the IMA IBÉRICA entity covering ordinary risks.
4. Payment of the indemnity: The Insurance Compensation Consortium shall make the payment of the indemnity to the Beneficiary of the insurance by bank transfer.

17. LIMITS.

IMA IBÉRICA shall assume the aforementioned expenses, within the established limits and up to the maximum amount contracted for each case and which appear in the Particular Conditions of the policy. In the case of events having the same cause and occurring at the same time, they shall be considered as a single loss.

If at the time the loss occurs, the sum insured is less than the value of the interest, IMA IBÉRICA shall indemnify the damage caused in the same proportion as that covered by the insured interest.

Likewise, if the type of trip indicated in the subscription of the policy differs from that actually contracted by the Insured, IMA IBÉRICA shall indemnify the damage caused in the same proportion in which it covers the insured interest.

IMA IBÉRICA shall be obliged to pay the benefit, except in the event that the loss has been caused by the Insured Party's bad faith or fraudulent intent.

In the guarantees that involve the payment of a cash amount, IMA IBÉRICA is obliged to pay the indemnity at the end of the investigations and appraisals necessary to establish the existence of the loss.

In any event, IMA IBÉRICA shall pay, within 40 days from the receipt of the declaration of loss and the documentation required to process the claim, the minimum amount of what it may owe, according to the circumstances known to it.

If IMA IBÉRICA has not made such indemnity within three months from the notification of the loss for reasons not justified or attributable to it, the indemnity shall be increased by 20% per annum or by the percentage determined by law at the time of payment.

For the guarantees with a maximum amount per claim, a maximum period of 15 days is established from the occurrence of the claim for the Insured Party to notify IMA IBÉRICA of the same. If more claims are reported after this date, the payment thereof shall be made provided that the maximum amount of the indicated accumulation has not been exceeded.

In the event that the amount claimed by all the affected parties exceeds the established amount, the payment of the claims will be made by applying a proportional rule between the amount of the claim reported and the amount of the amount of the accumulation.

18. ADDITIONAL PROVISIONS

IMA IBÉRICA shall not assume the guarantees and services that have not been requested and that have not been carried out by or with its agreement, except in case of force majeure or proven material impossibility.

When the direct intervention of IMA IBÉRICA is not possible in the rendering of the services, IMA IBÉRICA shall be obliged to reimburse the Insured Party for the duly accredited expenses arising from such services covered by the Policy, within a maximum term of 40 days as from the presentation thereof.

In any case, IMA IBÉRICA reserves the right to request the Insured Party to submit reasonable documents or evidence in order to make the payment of the requested benefit effective.

19. PRESCRIPTION

Actions arising from the insurance contract shall be barred within two years from the time when they could be exercised.

20. INDICATION SPANISH CLAUSE OF NOTIFICATION OF DEVIATION FROM THE POLICY

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder may claim to IMA IBÉRICA within a period of one month from the delivery of the policy to correct the existing divergence. Once said term has elapsed without the claim being made, the provisions of the policy shall apply.

SUPPLEMENTAL LIABILITY INSURANCE

Supplemental Private Liability Coverage

IMA IBÉRICA shall be liable, up to the **maximum limit of 60,000 Euros**, for the pecuniary indemnities, which without constituting a personal penalty or complementary to civil liability, may be demanded from the Insured Party in accordance with Articles 1,902 to 1,910 of the Civil Code, or similar provisions provided by foreign legislations, as civilly liable for bodily injury or property damage caused involuntarily to third parties in their persons, animals or things and **produced during the trip covered by the travel assistance insurance to which this civil liability insurance is complementary.**

This limit includes the payment of legal costs and expenses, as well as the constitution of the judicial bonds required from the Insured Party.

The following shall not be considered as third parties: the Policyholder; the Insured Parties of the same policy and trip; the family members of all of them.

Professional liability is expressly excluded, as well as liability arising from the use or ownership of devices of any kind or nature, as well as compensation for economic damages not arising from a previous personal or material damage.

Exclusions relating to the Civil Liability Warranty

They are not covered by this warranty:

- 1) Any type of Liability corresponding to the Insured Party for the driving of motor vehicles, aircrafts and boats, as well as for the use of firearms.
- 2) Liability arising from any professional, trade union, political or associative activity.
- 3) Fines or sanctions imposed by courts or authorities of any kind.
- 4) Liability arising from the practice of professional sports and the following sports, even as an amateur: mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts, and those practiced with motor vehicles.
- 5) Damage to objects entrusted, by whatever title, to the Insured Party.
- 6) Any contractual liability, deliberate, malicious or illegal act of the Insured, liability arising from animals under the custody or control of the Insured, as well as ownership or occupation of land or buildings.
- 7) Costs or expenses incurred before IMA IBÉRICA has given its approval, which it will not unreasonably withhold. IMA IBÉRICA reserves the right to withdraw it at any time, and to cease to be liable for additional expenses.
- 8) Any economic loss that is recoverable under other insurance. If there is a partial recovery under other insurance, then this coverage will cover the difference up to the maximum limit of indemnity.

SUPPLEMENTAL PERSONAL ACCIDENT INSURANCE

Definitions

Accident: Accident is understood to be bodily injury resulting from a violent, sudden, external cause beyond the Insured's control, resulting in permanent, total or partial disability or death, occurring during the trip.

Permanent disability: Permanent disability is understood as the organic or functional loss of the Insured's limbs and faculties whose intensity is described in these General Conditions, and whose recovery is not considered foreseeable according to the opinion of the medical experts appointed in accordance with the law.

Sum insured: The amounts set forth in **the Individual and General Conditions of the policy**, the maximum limit of indemnity payable by the Insurer in the event of loss.

Disagreement in the evaluation of the degree of disability: If the parties agree on the amount and form of indemnity, the Insurer shall pay the agreed sum. **In case of disagreement, the provisions of the Insurance Contract Law shall apply.**

Payment of indemnification:

a) IMA IBÉRICA is obliged to pay the indemnity at the end of the investigations and appraisals necessary to establish the existence of the loss and, if applicable, the amount resulting therefrom.

In any event, IMA IBÉRICA shall make, within forty days from the receipt of the declaration of loss, the payment of the minimum amount of what IMA IBÉRICA may owe, according to the circumstances known to it.

b) If IMA IBÉRICA has not made such indemnity within three months from the notification of the loss for reasons not justified or attributable to it, the indemnity shall be increased by 20% per annum or by the percentage determined by law at the time of payment.

c) In order to obtain payment in the event of death or permanent disability, the Insured or the Beneficiaries must submit to IMA IBÉRICA the supporting documents indicated below, as applicable:

c.1. Death:

- Death certificate.
- Certificate of the General Registry of Last Wills.
- Will, if any.
- Executor's certification as to whether the will designates insurance beneficiaries.
- Document that accredits the personality of the Beneficiaries and the executor.
- If the Beneficiaries were the legal heirs, it will be necessary, in addition, the Order of Declaration of Heirs issued by the competent Court.
- Inheritance Tax exemption letter or liquidation letter, if applicable, duly completed by the competent Administrative Body.

c.2. Permanent disability:

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

24-hour Personal Accident Insurance

IMA IBÉRICA guarantees, **up to the maximum limit of 60.000€**, and subject to the exclusions indicated in these General Conditions, the payment of indemnities that in case of death or permanent disability may correspond, as a consequence of accidents occurring to the Insured Party during trips and stays outside the habitual domicile covered by the travel assistance insurance to which this accident insurance complements.

Persons over 70 years of age are not covered, while those under 14 years of age are guaranteed for the risk of death, only up to 3,000 euros for burial expenses and for the risk of permanent disability up to the economic limit stated in the Special Conditions of the policy.

Absolute Permanent Disability due to accident is understood to mean when due to injuries sustained in an accident occurring after the Insured's discharge from the policy, Absolute Permanent Disability occurs and manifests itself within one year from the day on which the accident took place.

Loss or damage directly or indirectly occasioned by, occurring through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, usurpation of power or military action or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or local or public authority is not covered.

The limit of indemnity of the accident insurance shall be fixed:

a) In case of death:

When it is proven that the death, immediate or supervening within one year from the occurrence of the loss, is the consequence of an accident covered by the policy, IMA IBÉRICA shall pay the sum established in the Special Conditions of the policy.

If after the payment of an indemnity for permanent disability, the death of the Insured should occur as a consequence of the same loss, IMA IBÉRICA shall pay the difference between the amount paid for disability and the sum insured for the case of death, when such sum is higher.

b) In case of permanent disability:

IMA IBÉRICA will pay the total insured amount if the disability is complete or a part proportional to the degree of disability if it is partial.

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

b.1 Loss or disablement of both arms or both hands, or one arm and one leg, or one hand or one foot, or both legs, or both feet, absolute blindness, complete paralysis, or any other injury that incapacitates you for all work.....100%

b.2 Absolute loss or uselessness:

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

In the cases not indicated above, as in the case of partial losses, the degree of disability shall be fixed in proportion to its severity compared to the listed disabilities. In no case may it exceed total permanent disability.

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

The professional status of the Insured shall not be taken into account for the purpose of evaluating the effective disability of a member or an affected organ.

If prior to the Accident the Insured had bodily defects, the disability caused by such accident may not be classified in a higher degree than that which would result if the victim were a normal person from the point of view of bodily integrity.

Absolute and permanent functional impotence in the limb can be assimilated to total loss of the limb.

Exclusions relating to accident coverage

- 1) Bodily injuries occurring in a state of mental derangement, paralysis, apoplexy, diabetes, alcoholism, drug addiction, spinal cord disease, syphilis, AIDS, encephalitis and, in general, any injury or illness that diminishes the physical or mental capacity of the Insured Party.
- 2) Bodily injury as a consequence of criminal actions, provocations, quarrels - except in cases of legitimate self-defense and duels, imprudence, betting or any risky or reckless undertaking, and accidents as a consequence of war events, even if not declared, popular tumults, earthquakes, floods and volcanic eruptions.
- 3) Illnesses, hernias, lumbagos, intestinal strangulations, complications of varicose veins, poisoning or infections not directly and exclusively caused by an injury included in the insurance coverage. The consequences of surgical operations or unnecessary treatments for the cure of accidents suffered and those pertaining to the care of the person himself.
- 4) The use of motorized two-wheeled vehicles.
- 5) The exercise of a professional activity, provided that it is not of a commercial, artistic or intellectual nature.
- 6) Any person who intentionally causes the loss is excluded from the benefit of the guarantees covered by this policy.
- 7) Situations of aggravation of an accident occurring prior to the formalization of the policy are not included.
- 8) When traveling other than as a passenger on a scheduled flight.
- 9) Costs or expenses incurred before IMA IBÉRICA has given its approval, which it will not unreasonably withhold. IMA IBÉRICA reserves the right to withdraw it at any time, and to cease to be liable for additional expenses.
- 10) Any claim whose prospects of success in obtaining compensation are considered by IMA IBÉRICA to be insufficient and/or if it considers that the legislation, practices and/or financial regulations in the country in which the incident occurred or in which the claim is filed would prevent it from obtaining satisfactory compensation.
- 11) Any economic loss that is recoverable under other insurance. If there is a partial recovery under other insurance, then this guaranty will cover the difference up to the maximum limit of indemnity.

The maximum indemnity (sum insured) for the period of this policy shall not exceed 1,200,000 euros.

In the event that the total damage suffered by several Insureds exceeds the sum insured of 1,200,000 euros, the indemnity shall be reduced proportionally.