



You travel. We care.

SPECIAL CONDITIONS

ERV Travel insurance

Avda. Isla Graciosa, 1,
28703 San Sebastián de los Reyes - Madrid
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MULTI-ASSISTANCE TRAVEL INSURANCE

POLICYHOLDER: Universitat Jaume I of Castelló
FISCAL IDENTITY:
CODE: Q6250003H
REGISTERED OFFICE: Edifici Rectorat Campus del Riu Sec
12071 CASTELLÓ DE LA PLANA
POLICY NUMBER: 07690001259
TERM OF THE POLICY: 16/12/2018
EXPIRY: 15/12/2019

AGENT: WILLIS IBERIA CRDIA. DE SEGUROS Y REASEGUROS
PREMIUMS PER INSURED PARTY:
TERM: DESTINATIONS
EUROPE (1)
MONTH: 9.25 Euros (1) including Mediterranean countries.

COVERS AND LIMITS PER INSURED PARTY

Table with 2 columns: RISKS COVERED and SUMS INSURED PER PERSON. Includes categories like LUGGAGE, DELAYS, ACCIDENTS, PERSONAL ASSISTANCE, and CIVIL LIABILITY with specific sub-items and their corresponding Euro amounts.

24-HOUR TELEPHONE SERVICE INCLUDED: From Spain 91 344 11 55. From abroad: +34 91 344 11 55

The undersigned party acknowledges having received, prior to the signing of the Contract, all the information required in Article 122 of the Regulations of the Law of Ordination, Supervision and Solvency of insurance and reinsurance undertakings...

Three copies of this document are issued in San Sebastián de los Reyes, 19 December 2018

European programme for education, training, youth and sports

General Conditions

ERV-ERASMUSPLUS_UnivJaumel_V012018_1218

This Insurance Contract shall be subject to the General, Particular and Special Terms and Conditions of the contract, as applicable, in accordance with the provisions of Law 50/1980, of 8 October, on Insurance Contracts, the Law on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Law 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the term of the policy.

DEFINITIONS

In this contract, the following terms are understood to mean:

THE INSURER IS ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Spanish branch, with registered office in Avda. Isla Graciosa, 1, 28703 San Sebastián de los Reyes (Madrid), which assumes the risks agreed on in this contract, and is authorised and regulated by the Federal Financial Supervisory Authority (BaFin), Graurhelndorfer Str. 108, 53117 Bonn (Germany) and by the General Directorate of Insurance and Pension Funds of the Spanish Ministry of Economy, with regard to market practices.

POLICYHOLDER: Universitat Jaume I of Castelló (fiscal identity code Q6250003H)

INSURED: All those persons included in the insurable group who have been notified by the Policyholder about the destination, the date of commencement and the duration of the trip, prior to its commencement.

INSURABLE GROUP: Students and former students who have recently graduated from the Universitat Jaume I, including those who are carrying out work placements at universities or other centres, institutions or private companies, whose data have been provided to the Insurer by the Universitat Jaume I prior to the start of the trip in order to cover the risks described below.

FAMILY MEMBERS: These shall be understood as referring to the Insured's spouse, common-law partner or person who, as such, permanently lives with the Insured, his/her relatives to the first or second degree of consanguinity (parents, children, siblings, grandparents and grandchildren).

INSURED'S ADDRESS: The Insured's address in Spain, except in the case of policies contracted for trips to Spain.

An incoming trip will be understood as referring to any type of journey to Spain, provided that the Insured resides abroad. For the purposes of the benefits of the guarantees and compensation limits described in each of them, the domicile of the Insured is that of its habitual residence in its different countries of origin, so that whenever the word Spain appears, it shall be understood that it is the country of origin of the Insured, and whenever the word foreign appears, all other countries shall be understood, except that of the domicile of the Insured.

BENEFICIARY: The natural or legal person who, after having been assigned by the Insured, is the holder of the right to compensation.

TRIP: A trip shall be understood to be any journey made outside the Insured's habitual domicile, from the time of departure from the Insured's domicile until the time of return to the Insured's domicile at the end of the journey.

LUGGAGE: All objects for personal use that the insured person takes with him/her during the trip, as well as those dispatched by any means of transport.

FIRST RISK INSURANCE: The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.

ACCIDENT: An accident is understood to be bodily injury arising from a violent, sudden, external cause unrelated to the intention of the Insured, which produces permanent, total or partial disability, or death.

PERMANENT DISABILITY: Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these General Conditions, to the extent that the medical experts assigned to the case in accordance with the law do not believe that recovery is likely.

PRE-EXISTING ILLNESS is considered to be that which, before the insurance was contracted and/or at the start of the trip, was diagnosed, undergoing treatment, under study even though a definitive diagnosis has not been reached or which, due to its characteristics or symptoms, could not have gone unnoticed.

EPIDEMIC: A disease that spreads to a large number of people at the same time and in the same country or region.

PANDEMIC: An epidemic disease that reaches pandemic alert stage 5 according to the WHO classification, having spread to at least two countries in a WHO region.

PREMIUM: The price of the insurance. It will also contain the legally applicable taxes.

INSURED SUM: The amount established in the Special Conditions and General Conditions, which constitutes the maximum limit of the compensation or reimbursement to be paid by the Insurer for any claims occurring while the policy remains valid.

PROSTHESIS: A prosthesis is any material that replaces an organ or part of an organ in order to achieve the proper functioning of the part or organ definitively replaced. For the purposes of this policy, stents, vascular grafts or pacemakers shall also be expressly considered as prostheses.

GENERAL INSURANCE REGULATIONS

1. GEOGRAPHICAL SCOPE

Countries participating in mobility actions in the current call of the European Union programme for education, training, youth and sport.

- All the Member States of the European Union
- United Kingdom
- Iceland, Liechtenstein, Norway, Albania, Bosnia, Kosovo, Macedonia, Montenegro, Serbia.
- Turkey and those candidate countries benefiting from a strategy of pre-accession to the European Union.
- The Swiss Confederation.

2. EFFECT AND TERM OF THE CONTRACT

Unless otherwise stipulated, the contract shall enter into force, provided that the Insured, or the Contracting party, has paid the invoice for the corresponding premium, at 00.00 hours on the day indicated in the Special Conditions and shall end at 24.00 hours on the day on which the stipulated term is met.

3. EFFECT AND DURATION OF THE INSURANCE COVERAGE

The coverage afforded by the policy will take effect from the time when the beneficiaries leave their homes to begin the trip until their return. Any incidents that may occur while actually travelling and/or during the stays are therefore covered.

In those cases in which the duration of the insurance has been extended after the policy has been taken out and the Insured has been attended to due to the occurrence of a claim event reported within the initial period of the contract, the extension of the coverage dates shall not affect said claim, and any obligation of the Insurer with respect thereto shall be cancelled at the end of the initial term of the contract. Likewise, those claim events that occurred prior to the extension of the validity of the insurance and that had not been communicated to the Insurer within the term initially established for the contract will not be covered either.

4. INTERNATIONAL SANCTIONS AND EMBARGOES

In accordance with the legal obligations deriving from Spain's foreign policy regarding international sanctions, the coverage of this insurance and the payment of compensation or benefits contemplated within its conditions shall not be required of the Insurer in the event that they contravene any type of international economic, trade or financial sanction or embargo adopted by the United Nations, the European Union or the United States that are binding for Spain. The Insurer reserves the right to refuse to pay the compensation or the benefit requested by the Policyholder or by the Insured if it is proven that they are subject to an international sanction that prohibits the provision of insurance cover, in the terms set out in the corresponding sanctioning resolution.

This will also apply in the case of international trade, economic or financial sanctions adopted against the administration or public bodies of countries or states, such as North Korea, Syria or those sanctioned by the Crimean conflict, and other countries subject to sanctions of this type and appearing on the lists of the United Nations, the European Union and the United States, within the framework of international relations and treaties in force.

5. PAYMENT OF PREMIUMS

The Insurer shall periodically determine the premium, including the corresponding taxes, to be paid by the Policyholder depending on the insured parties notified by the latter, before the start of each trip, and according to the tariff established in the Special Conditions. It is essential for the Policyholder to notify the Insurers of these parties for the coverage to come into effect.

6. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the Insurers will subrogate the rights and claims that would correspond to the Insured against third parties, which have resulted in the Insurers' involvement and up to the total cost of the services rendered or the claims compensated.

7. CONFLICT RESOLUTION

Any conflicts that may arise as a result of the interpretation or application of this Contract shall be settled by the competent Judges and Courts corresponding to the Insured's residence in Spain. In the event that the Insured does not reside in Spain, the competent jurisdiction shall be that of the Courts and Tribunals of Madrid.

8. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims relating to Assistance coverage shall be made by telephone at the Insurer's expense upon presentation of the corresponding invoice. Claims relating to the rest of the risks covered shall be made in writing through any of the telematic or physical channels that the Company makes available to the Insured.

8.1. Obligations of the Insured

- a) As soon as the claim event occurs, the Policyholder, the Insured or the Beneficiary must use all means at their disposal to lessen the consequences thereof.
- b) The Policyholder, the Insured or their legal representatives shall notify the Insurer of the occurrence of a claim event, within a maximum period of SEVEN days, as from the date on which it became known, and the Insurer may claim damages caused by the absence of this declaration unless it can be proved that the Insurer became aware of the claim event by other means.
- c) The Insured must provide any evidence reasonably required by the Insurer regarding the circumstances and consequences of the claim event so that the covers guaranteed under the policy terms and conditions can be effectively provided. In the event of having incurred expenses covered by the guarantees of this policy, the original invoices or supporting documents must be provided.
- d) The Insured must immediately proceed to request the verification of damage or disappearance of luggage by persons or competent authorities (such as station managers; qualified airline, shipping or transport representatives; hotel managers) and to ensure that the circumstances and importance of the incident are reflected in a document that will be submitted to the Insurer.
- e) The Insured, as well as his/her beneficiaries, in relation to the coverage of this policy, will waive the right to professional secrecy of the officially appointed doctors that have attended to them, as a consequence of the occurrence of a claim event, so that they may provide medical information to the Insurers, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The Insurer may not use the information obtained for any purpose other than that indicated.
- f) If the Insurer establish a payment guarantee to a third party, and it is subsequently found that the expenses for which the guarantee was established are not covered by the insurance, the Insured must reimburse the Insurer in the full amount within a maximum period of 30 days from the date on which the Insurers issue their demand for the same.

- g) In case of theft, the Insured will immediately report it to the local Police or Authority and will justify it to the Insurer. If the objects are recovered before the compensation is paid, the Insured must collect them and the Insurer shall only be liable to pay for the damage suffered.
- h) In the case of claims for delays, the Insured must provide documents justifying the occurrence of the claim event.
- i) In the event of a Civil Liability claim, the Policyholder, the Insured or their legal representatives must not accept, negotiate or reject any claim without the express authorisation of the Insurer.

8.2. Assistance for the Insured. Procedures

- a) The Insured shall request assistance by telephone, indicating his/her name, the number of the insurance policy, the place where he/she is located, the telephone number and a description of the problem in question.
- b) The Insurer is not responsible for delays or non-compliance due to force majeure or to the special administrative or political characteristics of a given country. In any case, if direct intervention by the Company is not possible, upon his/her return to Spain, or in case of necessity, once he/she is in a country where such circumstances do not occur, the Insured shall be reimbursed for the expenses incurred and which are covered, upon presentation of the corresponding supporting documents.
- c) Medical and medical transport services must be carried out after the doctor attending the Insured has reached an agreement with the Insurer's medical team.
- d) If the Insured is entitled to a refund for the part of the travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the Insurers. Likewise, with respect to the travel expenses of the insured persons, the Insurer shall only cover any additional expenses required by the claim event in excess of those initially foreseen by the insured persons.
- e) The compensation established in the coverage described are complementary to other rights to which the Insured may be entitled, and the Insured is obliged to take the necessary steps to recover these expenses from the corresponding entities and to ensure that any amounts advanced by the Insurer are returned.

8.3. Appraisal of damages or disagreement with the evaluation of the degree of disability

- a) Compensation for material damage shall be determined on the basis of the replacement value on the day of the claim event, with the subtraction of the corresponding depreciation due to use. In the case of the coverage for Trip Cancellation Costs, the compensation will be based on the value of the cancellation on the date of the claim event.
- b) If the parties agree on the amount and form of compensation, the Insurer shall pay the agreed sum. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

8.4. Payment of compensation

- a) The compensation will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the Insurers have not made a payment within this period, the Insured may not claim interests for the preceding period.
- c) In order to receive the compensation in the event of death or permanent disability, the Insured or the Beneficiaries must send the substantiating documents listed below to the Insurers, as applicable:

c.1. Death

- Death certificate.
- Last Will Certificate from the Registry Office.
- Will, if any.
- Testator's certificate stating whether the Will names the beneficiaries of the insurance.
- Document certifying the identity of the beneficiaries and the testator.
- If the beneficiaries were the legal heirs, it will also be necessary to obtain the Court Record of Declaration of Heirs.
- Letter of exemption from Inheritance Tax or its settlement, if applicable, duly filled in by the competent Administrative Body.

c.2 Permanent disability

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

8.5. Rejection of the claim

If, in an act of bad faith, the Insured makes misleading or false statements, exaggerates the extent of the damage or loss, intends to destroy or dispose of objects existing before the claim event, hide or usurp all or part of the insured elements, using false or misleading substantiating documents or any other fraudulent means, the Insured will lose all rights to compensation for the damage or loss.

COVERAGE:

1. LUGGAGE

1.1 Material losses

The Insurer guarantees, up to the sum fixed in the Special Conditions and subject to the exclusions indicated in these General Conditions, the payment of compensation for material damage suffered by insured luggage, while travelling and during

- Robbery (for these purposes, robbery is only understood to mean that committed by force, intimidation of people or forced entry).
- Faults or damage caused directly by fire or robbery.
- Damage and permanent total or partial loss caused by the carrier.

In periods of more than 90 consecutive days spent away from the usual place of residence, the luggage is only covered during the outbound and return journeys from/to Spain.

Valuables are covered up to 50% of the sum insured on the luggage as a whole. Valuables are deemed to be jewellery, watches, precious metal objects, furs, paintings, art objects, silver and precious metalwork, unique items, mobile phones and accessories, photography and video cameras and accessories, radio, recording and sound and image reproduction equipment, and the accessories thereof, computer equipment of all types, models and remote control accessories, rifles, shotguns and their optical accessories and medical devices.

Jewellery and furs are only covered against theft, and only when they are deposited in the safe of a hotel or when carried by the Insured. Luggage left in motor vehicles will only be insured if it is inside the car boot and if the car boot is locked. Between 10 p.m. and 6 a.m., the vehicle must be inside a closed and guarded car park; vehicles entrusted to a carrier are not subject to this restriction.

Valuables left inside the boot of a vehicle shall only be covered when the vehicle is parked in a garage or a car park with security guard service. The pro rata condition of average shall not be applied in respect of claims under this coverage, which will be paid at first risk.

1.2 Delayed delivery

Likewise, the insurance covers purchases of items that are necessary, duly substantiated, as a result of a delay of 24 hours or more in the delivery of the luggage that

has been checked-in, regardless of the cause, up to the limit stipulated in the Special Conditions and subject to the presentation of invoices. In the event that the delay occurs on the return trip, it will be covered only if delivery of luggage is delayed by more than 48 hours as of the time of arrival. Under no circumstances will this compensation be added to the basic insurance indemnity (1.1. Material losses).

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

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

Damages resulting from the loss or theft of these documents or their misuse by third parties, and the additional costs other than those directly related to obtaining duplicates are not covered, and consequently will not be compensated.

EXCLUSIONS

This coverage does not extend to:

- a) Goods and material for professional use, currency, banknotes, travel tickets, stamp collections, bonds of any type, identity documents and in general all documents and securities on paper, credit cards, tapes and/or discs with memory, documents recorded on magnetic strips or films, professional collections and equipment, prostheses, glasses and contact lenses. Personal computers are not considered professional material for these purposes.
- b) Theft, except inside hotel rooms or apartments, when these are locked. (For these purposes, theft is understood to mean robbery committed as a result of inattention, with no violence or intimidation against people or forced entry involved).
- c) Damage due to normal or natural wear and tear, inherent defects, or improper or inadequate packaging. The damage due to gradual deterioration caused by the effects of the weather.
- d) Losses resulting from the simple misplacement of an element or as a result of forgetfulness, unless the element was lost after being entrusted to a transport company.
- e) Theft arising as a result of camping or caravanning on unofficial campsites: all valuables are excluded if lost during any form of camping whatsoever.
- f) Damage, loss or theft resulting from personal effects and belongings being left unattended in a public place or in a place used by various occupants.
- g) Breakage, unless caused by an accident during transportation, simple theft or theft with forced entry, theft involving armed assault, fire or attempts to extinguish a fire.
- h) Damage directly or indirectly caused by acts of war, civil or military unrest, riots, strikes, earthquakes, pandemics and radioactivity.
- i) Damage caused intentionally by the Insured, or due to the latter's gross negligence, and damage caused by leakage of liquids inside the luggage.
- j) All motor vehicles and their fittings and accessories.

2. DELAYS

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

When the departure of the means of public transport chosen by the insured is delayed by at least six hours and its departure is not finally cancelled, the Insurer shall compensate, against the presentation of invoices, the additional expenses of the hotel, meals and transport incurred as a consequence of the delay, within the time and economic limits established in the Special Conditions.

2.2 Cancellation of the outbound means of transport due to a strike

When the outbound trip on the public means of transport chosen by the Insured is cancelled due to a strike or a social conflict, the Insurers will pay, up to the limit established in the Special Conditions, the extra expenses incurred by the Insured in order to return to his/her residence.

2.3 Transport connections missed due to delay in means of transport

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

2.4 Means of transport missed due to an accident on the outbound or inbound journey

If, as a result of an accident involving a private or public means of transport used by the Insured to travel to the airport, seaport, train or bus station, to undertake the trip, the Insured misses the foreseen means of transport, the Insurer will pay, up to the limit established in the Special Conditions, the costs incurred during the time required to obtain the connection with the next means of transport.

2.5 Denied boarding ("overbooking")

If, as a consequence of the transport company selling a greater number of places than are actually available, the Insured is denied boarding against his/ her will, and therefore, the Insured suffers a delay of more than 6 hours in which he/ she is unable to use the transport, the Insurer will pay, subject to presentation of the corresponding invoices and up to the limit established in the Special Conditions, the substantiated food and accommodation costs incurred whilst waiting for the next means of transport.

2.6 Delay in the means of transport used for the return trip

If the public means of transport chosen by the Insured arrives more than 3 hours later than expected, the Insurers will compensate, up to the limit established in the Special Conditions, the unforeseen and substantiated costs incurred by this delay, in order to continue or conclude the trip, provided that these expenses have not been reimbursed by the transport company responsible for the delay.

These coverages cannot be accumulated or added to each other, as after the first grounds for compensation for the delay have arisen, the others are no longer applicable, provided that they have the same root cause.

In any case, the expenses covered under this insurance refer to those incurred at the place where the delay occurs.

3. ACCIDENTS:

3.1 Accidents during the trip

The Insurer guarantees, up to the limit established in the Special Conditions, and subject to the exclusions indicated in these General Conditions, the payment of the compensation that may correspond in the event of death or permanent disability, as a result of accidents occurring to the Insured during trips and stays away from the habitual place of residence.

Coverage does not extend to persons over 70 years of age, and minors under 14 years of age are covered for the risk of death only up to the sum of 3,000.00 Euros, or up to the limit established in the Special Conditions, if this were less, for burial expenses and for the risk of Permanent Disability up to the amount established in the Special Conditions.

The limit of compensation is established as follows:

1. In the event of death.

When it is proven that the immediate death or the death occurring during the period of one year as of the date of the claim event is a consequence of an accident covered by the policy, the Insurer will pay the amount stipulated in the Special Conditions.

If, after compensation for permanent disability has been paid, the Insured were to die as a consequence of that same accident, the Insurers will pay the difference between the amount paid for the incapacity and the amount insured for death, provided that the latter amount is higher.

2. In the event of permanent disability.

The Insurers will pay the total sum insured, if the disability is complete, or a part proportional to the degree of incapacity, if it is partial.

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

a) Loss of or inability to use:

Both arms or both hands, or one arm and one leg, or one hand and one foot, or both legs, or both feet, total blindness, complete paralysis or any other injury that will incapacitate the affected party for the purposes of working: 100%

b) Absolute loss or inability to use:

An arm or a hand	60%
A leg or a foot	50%
Complete deafness	40%
Movement of the thumb or index finger	40%
Loss of sight in one eye	30%
Loss of thumb	20%
Loss of index finger	15%
Deafness in one ear	10%
Loss of any other finger	5%

- In any cases not referred to above, such as partial losses, the degree of disability will be stipulated in proportion to its severity in comparison with the types of disability listed above. In no event may it exceed total permanent disability.
- The degree of invalidity must be definitively established within two years as of the date of the accident.
- For the purposes of appraising the effective disability of an affected limb or organ, the Insured's professional situation will not be taken into account.
- If, before an accident, the Insured already had some form of injury or disability, the disability caused by the accident in question will not be classified as having a greater degree of severity to that which would result if the victim were not to have any form of previous injury or disability.
- Total and permanent functional inability in a limb is considered as the total loss of the same.

Beneficiaries:

In case of permanent disability due to accident, the Insured will be the beneficiary of the insurance.

In the event of the death of the Insured, due to an accident, and in the absence of express designation by this person, the exclusive order of presence set out below shall govern:

1. Non-legally separated spouse or domestic partner. The existence of a domestic partner shall be established by certification of the entry in any of the specific registries that exist in the autonomous regions or town councils in the place of residence or through a public document attesting the establishment of this partnership.
2. Children or descendants, natural or adopted, as well as those children who are under the protection of the Insured in pre-adoptive foster care, all of them equally.
3. Parents or ascendants equally.
4. Siblings equally.
5. Legal heirs.

Therefore, it is expressly agreed that the Policyholder waives the right to designate the beneficiary for the receipt of the benefits of this contract, permanently granting this with all its powers to those insured under this policy.

By this very fact, the revocation of the designation of beneficiaries, previously made, will correspond to the Insured.

The Policyholder expressly declares that he/she is aware that the maximum compensation in the event of a claim event will be 3,000,000.00 Euros, regardless of the number of insured parties affected.

EXCLUSIONS

This coverage does not include:

- a) Personal injuries occurring during a state of mental derangement, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, illnesses involving the spinal cord, syphilis, AIDS, encephalitis lethargica and, in general, any injury or illness that reduces the physical or psychological capacity of the Insured.
- b) Personal injuries as a consequence of the participation in criminal actions, provocations, fights (except in the case of legitimate defence) and duels, imprudent actions, bets or any risky or reckless company and accidents suffered as a consequence of war, even if it has not been officially declared, terrorism, popular

rising, pandemics, earthquakes, floods and volcanic eruptions, acts of terrorism and in general all accidents which, due to their cause, would fall under the purview of the Insurance Compensation Consortium.

- c) Diseases, hernias, lumbago, heart attacks, intestinal obstructions, complications of varicose veins, poisonings or infections not directly and exclusively caused by an injury covered by the insurance guarantees. The consequences of surgical operations or unnecessary treatments for curing injuries suffered in accidents and those corresponding to a person's personal care.
- d) Accidents arising from professional sports competitions, as well as the amateur practice of high-risk sports such as mountaineering, climbing, caving, skiing, surfing, motocross, speed or endurance racing, aeronautical flight or travel, gliding, hang gliding, polo, wrestling or boxing, rugby, underwater fishing, parachuting and other sports with a similar degree of risk.
- e) Injuries occurring as a consequence of accidents involving the use of two-wheeled vehicles with a cylinder capacity of more than 75 c.c.
- i) Injuries that occur while carrying out a professional activity of a manual nature except those performed within the framework of the work placement at universities or other centres, institutions or private companies, whose details have been provided to the Insurer by the Universitat Jaume I prior to the start of the trip.
- g) Any person who intentionally causes damage or loss will be excluded from benefiting from the coverage provided by this policy.
- h) Situations that worsen an accident that occurred prior to becoming considered as the Insured are not included.
- i) Damage or loss caused by radiation from nuclear transmutation or nuclear decay or radioactivity, as well as those by-products of biological or chemical agents.

COMPENSATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES RESULTING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, the policyholder of an insurance contract of those that must by law incorporate a surcharge for the above mentioned Public Corporate Body, has the right to contract cover for extraordinary risks with any insurer that fulfils the requirements established in the legislation in force.

Compensation derived from damage and/or losses caused by extraordinary events in Spain or abroad, when the Insured's habitual place of residence is in Spain, will be paid by the Insurance Compensation Consortium, provided the Policyholder has made the corresponding additional payments to this body and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurer.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurer cannot be fulfilled because the Insurer has been declared bankrupt by a court or subject to a process of audited settlement or absorbed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will proceed as stipulated in the above mentioned Legal Statute of Law 50/1980, of 8 October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20 February and in all other applicable regulations.

SUMMARY OF LEGAL REGULATIONS

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary flooding, including coastal storms; volcanic eruptions, atypical cyclonic storms (including extraordinary wind storms with speeds of more than 120 km/h and tornadoes) and falling astral bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, mutiny and popular rising.
- c) Events or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, on request of the Insurance Compensation Consortium, by means of the reports published by the State Meteorology Agency (AEMET), the National Geographic Institute and all other competent public bodies. With regard to political or social events, as well as cases where damage is caused by events involving or actions by the Armed Forces, or the Police or Security Forces at times of peace, the Insurance Compensation Consortium may ask the competent jurisdictional and administrative bodies for information concerning the events in question.

2. Excluded risks

- a) Those that do not give rise to compensation under the Law on Insurance Contracts.
- b) The risks affecting insured parties with insurance contracts which do not legally require an additional payment to the Insurance Compensation Consortium.
- c) Those caused by armed conflicts, even if no official declaration of war has been made.
- d) Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011 of 27 May on civil liability for damage caused by nuclear power or radioactive materials.
- e) The risks caused by natural phenomena other than those stated in section 1.a) above and, in particular, those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are clearly caused by the effects of rainwater which, in turn, has caused an extraordinary flood in the area and these events occur at the same time as the flooding.
- f) Those caused by risings occurring during public meetings and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of 15 July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events such as those set out in section 1. b) above.
- g) Those caused by the insured party in bad faith.
- h) Those corresponding to claims events occurring before the payment of the first premium or when, in accordance with the provisions of the Law on Insurance Contracts, the coverage provided by the Insurance Compensation Consortium is annulled or the insurance is rescinded due to non-payment of the premiums.

- i) The claim events that are declared by the Government of the Nation to be "national catastrophes or calamities", due to the scale and severity.

3. Extension of coverage

1 - The scope of the coverage for extraordinary risks extends to the same persons and sums insured as those established in the insurance policy for the coverage of ordinary risks.

2- In life insurance policies which involve an actuarial mathematical provision, in accordance with the provisions of the contract and in accordance with the regulations on private insurance. The cover provided by the Insurance Compensation Consortium will correspond to the capital at risk for each insured party, in other words, the difference between the sum insured and the mathematical provision that, in accordance with the aforementioned regulations, the issuing Insurer must have established as reserve. The sum corresponding to the stated mathematical provision will be paid by the aforementioned Insurer.

NOTIFICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for an compensation for damage which should be covered by the Insurance Compensation Consortium shall be made by means of a notification to the Consortium by the Policyholder, the Insured or the Beneficiary of the policy, or by any person acting on behalf of any of the former, or by the Insurer or insurance broker with which the insurance was arranged.
2. Damage notifications and requests for information concerning the procedure and the status of claims, may be made:
 - By calling the Insurance Compensation Consortium's Helpline (+34 900 222 665 or 952 367 042).
 - Using the Insurance Compensation Consortium's website (www.consorsegueros.es)
3. Damage appraisal: The valuation of the damage that is considered to be compensable in accordance with the laws on insurance and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium; any valuations made, where applicable, by the Insurer that may cover ordinary risks, shall not be binding to the Insurance Compensation Consortium.
4. Payment of the compensation: The Insurance Compensation Consortium shall pay the compensation to the Beneficiary of the insurance by bank transfer.

4. Assistance

24-Hour permanent personal assistance service that the Insurer provide to the insured party.

4.1. Medical, surgical, pharmaceutical and hospitalisation expenses

The Insurer will pay, up to the limit established in the Special Conditions, the medical and surgical costs, pharmaceutical costs, hospitalisation and ambulance costs that the insured party may require during the trip, as a consequence of an illness or accident occurring during the trip.

In cases of life-threatening emergency due to an unforeseeable complication of a chronic or pre-existing illness, the expenses will be met until the condition stabilises, enabling the trip to be continued or the patient to be transferred to his/her home or the hospital nearest to it.

In any case, dental costs will be limited to 150 Euros. Covering the dental expenses that require emergency treatment (cures, extractions, teeth cleaning and conventional plain radiography), due to the appearance of acute problems, such as infections, pain, trauma, or following an accident (emergency dental treatment need to be applied to natural teeth).

If this policy has been contracted for incoming trips and this has been stated in the Special Conditions, the limits mentioned in the coverage for medical costs will be applied in reverse.

4.2. Costs incurred in the continuance of a stay in a hotel

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

4.3. Repatriation or medical transport of the injured or sick.

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

Likewise, the Insurer's medical team, in contact with the doctor attending to the insured party, will ensure that the health service provided is adequate.

If the Insured party has to be checked into a hospital far from their habitual place of residence, the Insurer will pay for the cost of transporting the affected party to his/ her address, when this becomes possible.

The means of transport used in each case will be decided by the Insurer's medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure to provide satisfactory treatment for the health problem presented by the Insured party, repatriation or medical transport of the Insured party may be postponed for a sufficient length of time to alleviate the seriousness of the problem, and enable the transfer to take place under better medical conditions. In European and the Mediterranean countries, an especially prepared aeroplane may even be used.

4.4. Repatriation or transport of the deceased

In the event of the death of the Insured party, the Insurer will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin, from the place of death to the place of burial in Spain.

The Insurer will also pay for the transportation of the remaining insured parties who were on the trip to their respective places of residence in Spain if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

4.5. Transportation of a companion in the event of hospitalisation

When the Insured party has been hospitalised and a hospitalisation period of more than five days is anticipated, the Insurer will provide a family member of the insured party with a round trip ticket from his/her home, in order to accompany the Insured.

4.6. Accommodation for the companion

If the insured party is hospitalised and must remain so for more than 5 days, the Insurer will pay the hotel accommodation costs for the member of family acting as the insured party's companion, or, alternately, the costs of the stay of the person that was travelling with the insured party, also covered by the policy, to accompany the hospitalised insured party, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Special Conditions.

In the event of the insured party being repatriated, the Insurer will arrange and meet the costs of the companion's return trip together with the insured party as far as the insured party's usual place of residence.

4.7. Return of the insured party due to death of a non-insured family member

In the event that the insured party has to cut short his/ her trip, due to the death, at their habitual place of residence, of a family member, the Insurer will meet the costs of transportation to the place of burial in Spain and, if applicable, of a return ticket to the place where they were at the time of the death, or two return tickets if there is another companion that is also insured.

4.8. Return of the insured party due to the hospitalisation of a non-insured family member

If the insured party has to interrupt his/her journey due to the hospitalisation of a family member as a result of an accident or serious illness requiring hospitalisation for at least 5 days, and this hospitalisation has occurred after the start date of the journey, the Insurer will meet the costs of transportation to the usual residence. This coverage also applies when the hospitalised holds any of the family relationships stated in the definition for "FAMILY MEMBERS" with the spouse or partner of the insured party.

4.9. Early return caused by a severe accident in the Insured party's place of residence or place of work

The Insurer will provide the insured party with a travel ticket for returning to his/ her habitual place of residence, if the insured party needs to interrupt the trip due to severe damage to their habitual place of residence or work caused by a fire, provided that the fire has required the services of the fire brigade, a successful theft that is reported to the police or authorities, or severe flooding, to an extent that the insured party is forced to go to these places and such situations cannot be solved by direct family members or other trusted parties, provided that the event takes place after the trip has started.

4.10. Burial Costs

The Insurer will meet the costs, subject to justification and up to the limit set in the Special Conditions, of the burial or cremation of the deceased insured party during the trip, wherever death occurred and whatever the cause.

This coverage excludes the payment for the usual coffin.

4.11. Urgent shipment of medication not available abroad

If the insured party travelling abroad needs to make use of the medical assistance coverage, indicated in section 4.1, the Insurer will find and send the medications required using the fastest means available, if such medications do not exist in the country where the insured party is receiving medical attention.

4.12. Conveying of messages

The Insurer will pay for the cost of conveying any urgent messages that the insured party requires, as a result of any of the situations covered under this policy.

4.13. Assistance in location and shipment of luggage

In the event of the loss of luggage, the Insurer will provide assistance in ordering and processing the search and location of the luggage and pay for the costs of delivering the luggage to the insured party's address.

4.14. Travel assistance

When the insured party needs to obtain any information regarding the countries that he/ she will visit, such as entry requirements, visas, currencies, economic and political systems, population, language, health situation, etc., the Insurer will provide the aforementioned general information if requested, through a free telephone call, at reverse charges, to the number stated in this policy.

EXCLUSIONS:

This coverage does not include:

- a) Coverage and services that have not been previously requested from and authorised by the Insurer and which have not been provided by or with its approval, except in the case of force majeure or proven material impossibility.
- b) Claim events arising due to fraud of the insured party, the Policyholder, the Beneficiaries or persons travelling with the insured party as well as any service or medical assistance that the insured party requests when it is accredited that he/ she carried out the trip with the purpose of being treated for his/ her illness at the place of destination and to be charged against the policy and the Insurer.
- c) Claim events arising in the event of wars, pandemics, demonstrations and popular movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not resulting from a traffic accident, restrictions on free movement or any other force majeure unless the insured party proves that the claim is unrelated to those events.
- d) Accidents arising from official or private sports competitions, training, practising and betting, as well as engaging as an amateur in high-risk sports such as mountaineering, climbing, caving, skiing, surfing, motocross, speed or endurance racing, aeronautical flight or travel, gliding, hang gliding, polo, wrestling or boxing, rugby, underwater fishing, parachuting and other sports with a similar degree of risk.
- e) Damage or loss caused by radiation from nuclear transmutation or nuclear decay or radioactivity, as well as those by-products of biological or chemical agents.
- f) Rescue operations from mountains, sea or desert.

- g) Excluding those stated in point 4.1 of these Special Conditions, the illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring while carrying out manual labour of a nature different from the activity that has given rise to the stay in the host country.
- i) Suicides or illnesses and injuries resulting from attempts thereof, or illnesses and injuries intentionally inflicted by the insured party upon him/herself.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Expenses incurred in any type of prosthesis.
- l) Childbirth
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of gestation.
- n) Periodic preventive or paediatric medical check-ups.
- o) Any type of medical or pharmaceutical expenses occurred as a result of fraud by the insured party, or neglect of treatment that makes deterioration of health foreseeable.
- p) Mental illnesses, except for those included in section 4.1 Medical, surgical, pharmaceutical and hospitalisation expenses of the Special Conditions. Likewise, psychosomatic and behavioural disorders due to problems of maladjustment are excluded.
- q) Acquired Immunodeficiency Syndrome (AIDS) diseases, as well as all problems derived from alcoholism and drug addiction.
- r) Alternative medical treatments such as acupuncture, homeopathy, naturism, hydrotherapy, etc., as well as experimental surgical procedures and treatments not recognised by medical science, are excluded.
- s) Endodontic, periodontal and orthodontic dentistry, fillings, dentures, apicoectomies, implantology and the diagnostic tools needed to perform these treatments.

5. CIVIL LIABILITY

5.1. Private civil liability

The Insurer will pay, up to the limit stipulated in the Special Conditions, the compensations that, in accordance with articles 1.902 to 1.910 of the Civil Code, or similar regulations established in other countries' legislations, the insured party will be obliged to pay, in their capacity as a private and civilly liable party, for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip.

The following parties will not be considered third parties for these purposes: the Policyholder, the rest of the insured parties covered under this policy, their spouses or domestic partners, duly recorded as such in an official local, regional or national registry office, descendants and ancestors or any other family member that resides with any of them, or any business partners, employees or any other person who de facto or de jure depends on the Policyholder or the insured party, when acting within the sphere of the dependence in question.

The coverage includes the payment of court costs and expenses, when they are incurred in defending the insured party and they are civilly liable for them, as well as the constitution of judicial bails or bonds required from the insured party.

EXCLUSIONS

This coverage does not extend to:

- a) Any liability for which the insured party is responsible as a result of driving motor vehicles, aircraft and ships as well as using firearms.
- b) Civil liability arising from any professional work other than the purpose of the contract, such as trade union, political or associative activities.
- c) Any fines or sanctions imposed by the courts or authorities of any nature.
- d) Liability arising from the practice of professional sports and the following modalities, even as an amateur: mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and those practised with motor vehicles.
- e) Damage to objects entrusted, for any purpose, to the insured party.

ADDITIONAL PROVISIONS:

1. The insured party must notify the Insurer of the need to see a doctor in advance or, in the case of force majeure, within 48 hours before the appointment.

The Insurer shall have the right to appoint a doctor for each case. If the Insurer does not make use of this right, the insured party shall inform the Insurer of the name and telephone number of the doctor who he/she saw within the 48 hours following the first visit.

2. In cases in which the insured party requires medical intervention or admission to hospital, the Insurer may indicate the hospital to which such admission is to take place.

3. In the event that, after the emergency consultation, any additional action is required by the insured party in relation to any of the coverages of the policy, the Insurer shall be informed of such action as soon as possible.

4. In no case shall the Insurer be liable for any delays or breaches due to force majeure.

5. With respect to the travel expenses of the insured party, the Insurer shall only cover any additional expenses required as a result of the event to the extent that they exceed those initially foreseen by the insured party to be able to undertake the journey normally (tickets for the train, plane and ship, tolls, fuel for private vehicles, etc.)

INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF AN EMERGENCY
24-HOUR EMERGENCY SERVICE

EMERGENCY CONTACT



FROM SPAIN
913 441 155



FROM ABROAD
+34 913 441 155



HEALTH CARE AND EARLY RETURN

- Request assistance by telephone, stating the name of the insured party, the insurance policy number, your location and telephone number, and also providing a description of your problem.

INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF AN INJURY OR A LOSS
HOW TO REQUEST A REFUND



ON-LINE

- The quickest and easiest way to report damage or loss.

- You can manage and check the processing status at any time
- Available 24 hours a day wherever you are by following this link (only in Spanish): www.erv.es/siniestrosOnline



E-MAIL

You can contact us at:
siniestros@erv.es



REGULAR MAIL

By submitting your claim and

documents to this address:
Avda. Isla Graciosa 1, 28703
San Sebastián de los Reyes
(Madrid)



TELEPHONE

Tel.: +34 91 387 46 97
Fax: 91 387 46 98



LUGGAGE

- In cases of theft, you will need to provide the official report presented to the police or authority which includes a description of the events occurred.
- In case of damage or loss caused by the carrier or delayed delivery of your luggage, you must provide the original certificate issued by the carrier, stating the events that have taken place, together with the original boarding pass or corresponding travel document and check-in ticket for the luggage.



DELAYS

- In all cases, claims for delays shall be accompanied by documentary evidence of the incident as well as any invoices or bills for the expenses incurred. Depending on the coverage requested, you should provide the carrier certificate or a copy of the police report (in case of accidents during the outbound or inbound trip) which state the cause of the delay and the number of hours' delay resulting therefrom.



ACCIDENTS

- ERV must be informed of the event as soon as possible.



CIVIL LIABILITY

- You must submit a written statement giving details of the events occurred and also provide the documents that have been presented by those affected, indicating their names and addresses. No claim should be accepted, negotiated or rejected without specific authorisation from the Insurer.

ADDITIONAL PROVISIONS

In fulfilment of the provisions of article 96 of Act 20/2015, of 14 July on the organisation, supervision and solvency of insurers and reinsurers, as well as the implementing regulations, you are hereby informed:

- That this entity shall publish a report on its financial situation and solvency every year, as per the contents, forms and timeframes required for such publications and determined in the implementing regulations of the Law on the organisation, supervision and solvency of insurers and reinsurers.
- That Spanish legislation shall not apply in case of liquidation of the company acting as the Insurer in this agreement.

PERSONAL DATA PROTECTION

We have prepared this summary to facilitate its use. You can find the full updated version on our website in the section entitled "Cláusula de protección de datos" <https://www.erv.es/clausula-de-proteccion-de-datos/> (only Spanish available).

WHO IS THE DATA CONTROLLER?

The data controller is ERV SEGUROS DE VIAJE EUROPÄISCHE REISEVERSICHERUNG AG, SPANISH BRANCH (hereinafter ERV) We have appointed a person who is responsible for safeguarding your privacy in our organisation (the Data Protection Officer or "DPO") and to whom you can make any complaint or ask for any doubts to be settled. Contact our Data Protection Officer at the following address: Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid or by e-mail to: dpd@erv.es

WHAT ARE YOUR DATA PROCESSED FOR?

In order to fulfil our obligations, and thus they are necessarily processed to: (i) comply with the regulations and, with regard to the insurance policies contracted, (ii) enable us to make automated decisions or carry out minimum profiling or studies depending on each trip in order to fix the price of the insurance, or (iii) attend to your requests to contract them, and (iv) make your data anonymous in order to comply with solvency obligations imposed by the current legislation.

In order to inform you about our offers, improve quality and treat you in a personalised way, provided that you are a customer and you have given us your data. Therefore, in addition, in these cases, and always allowing the exercise of the right of opposition, (i) to send commercial communications through any channel of the products marketed by our entity (insurance products), within your reasonable expectation of privacy based on your history of contracting through us, (ii) to draw up particular profiles with internal data in order to serve you better (further information in the section "profiled"), (iii) to update your data and enrich them with public data for commercial purposes and better customer service, (iv) or to create models of behaviour through "pseudonymised" and anonymous data, which also allow us to adjust to your needs and interests at all times.

WHY ARE YOUR DATA PROCESSED?

Processing is necessary to comply with the laws and the agreements, or requests. Additional processing, if you are a customer or you accept our data protection policy, is based on your consent, which you can always revoke without any detriment, or on legitimate interest, weighted with the right to your privacy. This weighting has been carried out in accordance with the regulations and criteria communicated by the authorities in terms of data protection, taking into account that this can improve the quality of our products and services to assist you in a more personalised way and inform you of our offers.

WHO CAN SEE MY DATA?

Only ERV members, unless you authorise to transfer your data, or if the transfer is stipulated by law. Service providers will also receive your data, but this will always be regulated by contracts and guarantees subject to models approved by the authorities. Among our suppliers we have some related companies, such as the assistance services of DKV SERVICIOS, S.A., and EURO-CENTER HOLDING, S.E. and EURO-CENTER MADRID, S.A., a multinational leader in its sector, through which we provide travel assistance services worldwide. In this case, and through EURO-CENTER, there may be transfers of data to third countries outside the European Union, but this will only be done at your request because you communicate the need for help, when strictly necessary, and only when you need to have the medical care or material you have contracted, because by so doing we comply with the insurance contract and execute it. In addition, on some occasions, by transferring your data we will protect your vital interests or the interests of all the other insured parties.

In case of legitimate interest, for fraud control, or internal administrative actions, or upon your acceptance, your data may be transferred to other branches of ERV, or companies of the ERGO Group to which we belong.

On our website you can see a list of the different categories of suppliers and firms in the group.

HOW LONG WILL WE KEEP YOUR DATA?

Unless you have given your consent, we will only keep your data for as long as you are a customer or while there is some relationship between us. From that moment on, we will only keep in a duly blocked form (that is, available to the corresponding authorities and to defend the entity) the minimum amount of data necessary to attend to any claims regarding operations and transactions that have been carried out until they expire. Normally the applicable terms are 10 years under the Law on Money Laundering Prevention, if applicable, and 5 years for handling claims related to travel insurance policies, which include damage to persons. Once these periods have expired, the data will be permanently deleted.

If you are not a customer but you have made a request for a contract, we will keep your data as long as the offer is valid, or if no deadline has been set, for the period stipulated by law.

WHAT ARE MY RIGHTS?

You will be able to access, rectify, delete your data, oppose their use, revoke your consents, as well as exercise other rights recognised by the regulations, such as the right to portability, limitation of treatment, or to present a claim to the Data Protection Agency, or to our Data Protection Officer. In addition, if any of the automated decision affects you, you can always request human intervention to review them, and you can always object to any treatment, or revoke consent without prejudice.

You can exercise your rights by sending us a letter and a copy of your ID card, or equivalent official document, with the subject "DATA PROTECTION" to the following address: Avda. Isla Graciosa 1.28703 San Sebastián de los Reyes, Madrid, or by e-mail to dpd@erv.es.

Further information can be found in the document "Complementary information", which is in the section "Data Protection" on our website: www.erv.es

CUSTOMER SERVICES

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a Customer Service Department, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the Policyholder, the insured parties or their Beneficiaries, or any affected

third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's Customer Services Department and sent to the following address: Avda. Isla Graciosa,1 28703 San Sebastián de los Reyes (Madrid); or by e-mail to: sac@erv.es

For these purposes, Complaint refers to any issue concerning how the services are provided by the Insurer to the insured parties, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works.

Claim refers to the document presented by the insured party with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

The undersigning party hereby acknowledges that he/she has received, on this same date, in writing and prior to the signing of the contract, all the information required under the Implementing Regulations of the Law on the Regulation, Supervision and Solvency of insurers and reinsurers.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and the General, Particular and Special Conditions of this policy.



ERV TRAVEL INSURANCE
Europäische Reiseversicherung AG,
Spanish Branch

POLICYHOLDER

Registered Office: Avda. Isla Graciosa, 1,
28703 San Sebastián de los Reyes (MADRID)
Tel.: 91 344 17 37 Fax: 91 457 93 02
contacto@erv.es

Inscription 1 in the Commercial Register of Madrid
27 Aug 2015
Sheet M-602242. Page 123 Vol. 33.458