

**CLICKAIR, S.A.**  
**MULTI-RISK TRAVEL INSURANCE**  
**GENERAL CONDITIONS**

This Insurance Agreement is governed by the provisions of the Insurance Agreements Act 50/1980 of 8 October (Official State Gazette of 17 October 1980), and by any applicable alterations and amendments made thereto, as well as the provisions of the General and Special Conditions of the Policy.

In this Agreement the following terms shall have the following meanings:

**INSURER:**           **ETII (Elvia Travel Insurance International NV)**  
                          **Poeldijkstraat 4,**  
                          **1059 VM Amsterdam**  
                          **The Netherlands**

The processing of payments, claims, and insured events shall be performed by MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A. UNIPERSONAL, with its registered office at Avenida de Manoteras no. 46 bis, 28050 Madrid, on behalf of ETII, the activities of which are governed by the Directorate-General of Insurance Policies and Pension Funds.

**POLICYHOLDER** is the private individual or body corporate who executes the agreement with the insurer and to whom the duties arising from the said agreement correspond, except where by the nature thereof these must be complied with by the insured.

**INSURED/S** is the person with habitual residence in Spain, or resident in Europe who travels to Spain, who buys his flight with CLICKAIR, S.A. and who signs up to the agreement on the day the reservation is made. In default of the policyholder, he undertakes the duties arising under the agreement. Children aged under 2 years who travel with CLICKAIR in the company of a relative who has the status of insured shall also be deemed to be insureds.

**ADDRESS** is the address where the insured has his habitual residence.

**PREMIUM** is the insurance price. The payment slip shall also state the surcharges and taxes that are applicable by law.

**INSURED EVENT** is any event which may be covered by this insurance. A harmful event or series of events arising as a result of one single original cause shall be deemed to be one single insured event, irrespective of the number of claimants or claims.

**INSURED AMOUNT** are the amounts set in the insurance agreement, which constitute the maximum limit of the compensation payable by the insurer for each insured event.

**EXCESS** is the amount that for each insured event, and in accordance with what has been agreed in the policy for each one of the covered risks, is payable by the insured.

Where the content of the policy differs from the insurance proposal or from the agreed clauses, the policyholder may request the insurer, within one month as from the delivery of the policy, to correct the divergence that exists. Once the said period has elapsed without any request being made, the provisions of the policy shall prevail.

## **COMMON PROVISIONS**

### **Aim of the insurance**

This shall consist in making help available to the insured, where he should find himself in difficulties during travel or when away from home or his habitual residence, as a result of a fortuitous event in the events and subject to the conditions provided for in the agreement.

### **Effects and term of the insurance**

The cancellation guaranty shall take effect, as from the date the policy is issued, provided that the issue and payment of the premium have been carried out at the same time the flight was booked, and shall cease on the date of the outbound flight.

The remaining guaranties shall take effect, once the premium has been paid, as from the departure of the journey set in the special conditions, up until the day stated in the special conditions as the end date thereof. This shall only be applicable to journeys that include a flight with CLICKAIR, S.A..

The guaranties (except for that for cancellation which shall only be applicable to the air ticket and therefore its period of validity expires on the date of departure) shall be applicable to all journeys made by the insured during the validity period established in the special conditions, provided that these do not exceed 31 consecutive days; the guaranties shall be covered over the period of time between the date of departure of the journey and the date of completion of the journey.

In the event the subscribed policy, providing that its term is equal to or in excess of 31 days, does not cover the insured's expectations, the insured shall have 14 days within which to cancel the said policy. The said cancellation shall be possible if the journey has not been started yet and if no insured event has been reported. In the said event the Insurer shall proceed to refund the premium that has been paid.

The said cancellation may be made by way of the MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A. telephone number 902 101254 (in Spain) or 34 91 4522996 (from abroad).

### **Geographical scope**

The coverage guaranteed by this policy shall be valid in Europe and in countries bordering

the Mediterranean sea.

### **Payment of the premium**

The policyholder shall be under a duty to pay the insurance premium at the time the agreement is executed, and in any event prior to the commencement of the journey.

The premium should be paid at the insurance company's registered office. If the premium has not been paid because of the fault of the policyholder, ETTI shall be entitled to terminate the agreement or to request payment of the outstanding premium.

In any event, where the premium has not been paid prior to the occurrence of an insured event, ETTI shall be released from all duties.

### **Insured events**

When an insured event arises, the insured must report this to the insurer through its representative in Spain, MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A. immediately upon its occurrence; if the insured event involves assistance-repatriation, he must call the number 902 213100 (from Spain) or 34 91 3255515 (from abroad) (this number is manned 24 hours a day, every day of the year), stating his location, the telephone number, and the type of assistance he requires. Telephone calls from abroad shall be made using the reverse-charges system, i.e. free of charge for the insured, or by way of the ESPAÑA DIRECTO service.

Where the insured event is for any other guaranties (luggage, accident, or cancellation) he should call the number 902 101239 (from Spain) or 34 91 4522986 (from abroad).

***Provisions not requested during the course of the trip or which have not been organized by the Insurer shall not give rise to any refund or compensatory indemnity.***

### **Other insurers**

The insured must in all cases, pursuant to the provisions of the Insurance Agreements Act 50/1980, inform ETTI of guaranties subscribed for the same risk with other insurers at the time of subscription, or during the course of the guaranty.

### **Liability**

ETTI shall not be liable for any delay or failure to comply with the provision of the guaranteed services in those cases where the delay or failure to comply has arisen as a result of any of the following:

- Strikes
- Explosions
- Revolts
- Popular uprisings

- Mutinies
- Restriction of free movement
- Sabotage
- Terrorism
- Civil or foreign war, whether declared or not
- The effects of radioactivity or any other fortuitous events or *force majeure*.

### **Subrogation**

ETTI subrogates itself, up to the total cost of the services it provides, into the rights and actions corresponding to the insured against all private individuals or bodies corporate, liable for the events and which have given rise to his participation. Where the provisions carried out in performance of this agreement are covered in whole or in part by another insurance company, by the Social Security, or by any other institution or person, ETTI shall be subrogated into the rights and actions of the insured as against the said company or institution. For these purposes, the insured undertakes to co-operate with ETTI, providing such assistance or executing any documents that may be deemed necessary. In any event, ETII shall be entitled to use or to request from the insured the refund of the transport ticket that he has not used, where the return expenses have been borne by ETII.

### **Recovery**

ETII may recover from the insured the amount of any indemnity it has had to pay out as a result of the exercise of any direct action by the victim or his representatives, provided that it is proven that the harm was caused by the malicious conduct of the insured.

ETII may likewise claim for any losses or damage that the insured has inflicted against it in those cases and situations provided for in the policy, and request the refund of any compensation it has had to pay out to third parties for events not covered by the insurance.

### **Termination of the agreement**

Should the interest that is insured disappear during the time the insurance is in force, the insurance agreement shall be terminated as from that very moment, and ETII is entitled to keep any premium that has not been used up.

### **Barring of actions**

Any action arising under this Agreement shall be barred after the expiry of five years for personal insurance and two years for loss insurance, as from the time when any action could be taken.

### **Forums for resolving disputes between the parties**

1. Before the ETII Customer Care Service

This Service (CCS) is at your disposal in order to attend to and resolve complaints and claims made by policyholders, insureds, beneficiaries, or the representatives of any of the above. Complaints and claims may be filed at the following address:

ETII (Elvia Travel Insurance International NV)  
SERVICIO DE ATENCIÓN AL CLIENTE  
Avenida de Manoteras 46 Bis Edificio Delta Norte 3, 28050 Madrid

The CCS shall resolve the said complaints and claims within two months as from the date on which they were filed. In the event you are not satisfied with the decision of the Service, you may appeal the said decision before the Commission for the Protection of Insureds and Participants in Pension Plans, of the Directorate-General of Insurance and Pension Funds, provided that you have previously exhausted the Insurance Company's CCS channel, by filing the said complaint or claim at: Paseo de la Castellana 44. 28046 Madrid.

## 2. By way of Arbitration

The parties, by mutual accord, may agree to submit any disputes arising from this insurance to be resolved by arbitration, in accordance with the legislation in force.

## 3. Before the Courts of Justice

The Courts of the Insured's place of residence shall have jurisdiction.

## **Applicable law**

The Spanish Law on Insurance Agreements (Law 50/80 of 8 October) and the Private Insurance Regulation and Supervision Act (Law 30/95 of 8 November) and their implementing provisions shall be applicable to this insurance agreement.

## ANNULMENT GUARANTY

### ARTICLE ONE. DESCRIPTION OF THE COVERAGE INCLUDED

1.- ETII hereby guaranties, in accordance with the conditions provided for in these conditions, to refund the annulment and/or cancellation costs for the flight which the insured may be liable for, where the insured annuls the said flight prior to departure, by reason of a serious illness, a serious personal injury, or death, of the insured, his/her spouse or common-law spouse, ascendants or descendants, brothers, sisters, brothers or sisters-in-law, sons or daughters-in-law, mother or father-in-law.

Serious illness shall be deemed to be a deterioration in health certified by a doctor requiring admission to hospital or a need to remain in bed and which means it is medically impossible to take the flight in question or it means there is a risk of death for a said family member of the insured.

Serious accident shall be deemed to mean unintentional physical injury suffered by the insured caused by any unforeseen action from an external source which, in the opinion of a doctor, requires admission to hospital or a need to remain in bed, and which makes it impossible for the insured to take the flight or it means there is a risk of death for a said family member of the insured.

2.- Serious harm which requires the immediate presence of the insured on the departure date, due to robbery, fire or flooding that affects:

- The insured's main residence.
- The professional premises, provided the insured is the direct operator thereof or he/she carries out a profession thereat.

3.- Annulment by a companion inscribed at the same time and insured for this same risk, for any reason which is guarantied and provided for in the special conditions of the policy, and for which reason he would have to travel alone.

Annulments caused by pregnancy problems are guarantied provided always they involve a supervening difficulty subsequent to the date on which the insurance is taken out.

In any case, it shall be an indispensable condition that the insurance must be taken out at the time the reservation of the flight is confirmed.

### INDEMNITY LIMIT. CALCULATION OF THE INDEMNITY

The indemnity limit is **€400.00 per person** and it shall be calculated depending on the harm suffered by the insured in accordance with the contractual terms agreed with the trip organizer (including airport taxes).

If the insured delays in making the annulment to a date after the date on which he/she had knowledge of the reason preventing him/her from going on the trip, any additional expenses charged will not be reimbursed. In any case, the insurer's medical team will verify that the nature and/or seriousness of any illness or accident is sufficient reason for annulling the flight, that the said illness or accident is incompatible with taking the flight, and the commencement dates of any reason for annulment.

## **ARTICLE TWO. EXCLUSIONS**

**Any and all annulments of the trip, except any certified by a doctor, due to any of the following reasons, are in general excluded from the insurance:**

- 2.1. The consumption of alcohol, drugs and narcotics, unless they are prescribed by a doctor and are taken in the manner prescribed.**
- 2.2. Psychiatric, mental, or nervous illnesses that do not require hospitalization for more than 3 days.**
- 2.3. Malicious or negligent conduct on the part of the insured, as well as self-inflicted injuries, suicide or attempted suicide.**
- 2.4. Accidents caused by taking part in bets, games, competitions, duels and fights (except in cases of self-defence).**
- 2.5. Natural epidemics, pollution and catastrophes.**
- 2.6. Civil or foreign wars, whether declared or not, popular uprisings, terrorist action, anything caused by a radioactive source, and any intentional failure to observe official prohibitions.**
- 2.7. Failure to be vaccinated or the impossibility thereof, and the medical impossibility of continuing with the treatment necessary to travel to certain countries.**
- 2.8. Failure for any reason to show necessary travel documents such as passport, visas, tickets or ID cards.**
- 2.9. Giving birth and voluntary interruption of pregnancy.**
- 2.10. Additional expenses occasioned by any delay in notifying the Insurer of any reason for annulment.**

## **ARTICLE THREE. THE INSURED EVENT**

- 3.1. If an insured event arises, the insured must give notice without delay to the organizer of the trip that he/she has become aware of an event that prevents him/her from taking the flight, so as to limit the consequences of the annulment.**
- 3.2. Give notice thereof to the insurer through MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A. UNIPERSONAL, within 7 days. Upon the expiry of this time limit, damages may be claimed for failure to give notice.**
- 3.3. The insured will be sent certain documents for him/her to complete. The insured must provide the following documents to support his/her claim:**

- The insurance Agreement.
- The contractual document provided by the trip organizer.
- The original invoice for annulment costs issued by the trip organizer.
- Medical report issued by the doctor who attended the person whose illness or accident gave rise to the annulment, clinical and hospital report, copy of any prescriptions and any medical document relating to any treatment followed, in the event of annulment due to serious illness or bodily harm suffered.
- Original death certificate or certified copy thereof.
- Any document that certifies the seriousness of harm caused by the annulment.
- Notice of dismissal and documents to prove any proceedings taken, in the event of annulment due to dismissal from employment.
- Photocopy of employment contract, photocopy of registration with Social Security or letter of employment commitment from the new employer stating forthcoming employment, in the event of annulment for starting a new job.

## **ASSISTANCE GUARANTY - REPATRIATION**

### **ARTICLE ONE. DESCRIPTION OF THE COVERAGE.**

#### **1.1. Repatriation or emergency transfer**

If the insured should contract a supervening illness or become a victim of an accident during the insured trip, the insurer's medical team will determine the steps to be taken, depending on the seriousness and urgency of the case.

Thereafter, it will organize all necessary contacts between its medical team and the doctor who is treating the insured to provide all proper medical assistance.

In the event of an emergency or serious deterioration of the Insured's illness, and depending on the opinion of the Insurer's medical team that is in contact with the doctor who is treating the Insured and his/her family, bearing in mind the medical needs and the benefits that might be obtained for the Insured's recovery, the Insurer will decide whether or not to medically transfer the same and to organize the transfer from the place where the Insured is located to a hospital that is closer or more suitable for his/her state of health or to his/her home should admission to hospital not be required. If admission is not possible close to the Insured's home, the Insurer, whenever pertinent, will ensure subsequent transfer to the Insured's residence. The Insurer shall solely and exclusively repatriate the Insured to his/her home if this is medically necessary.

In the case of an illness that does not require repatriation, a transfer shall be carried out in the most suitable manner to the place where the Insured may be given the proper treatment.

Also, it will organize the repatriation of the Insured and his/her insured family members or insured companion if, due to a medical need, the seriousness of which will be subject to the opinion of the medical team of the Insurer, the Insured should miss the expected means of transport to return to his/her usual place of residence. In this case, it will be necessary for the Insured to telephone the Insurer's Assistance Centre to request help for his/her medical problem.

The Insurer shall bear all additional transport costs relating to the insured members of the Insured's family or of any companions who are also insured provided the means initially provided for his/her/their return trip cannot be used to repatriate the Insured.

If the Insured, once he/she has recovered, and his/her insured family members or insured companion wish to continue his/her/their trip and the Insured's health will allow this, the Insurer will organize his/her transfer to the trip destination, provided the cost of this stage does not exceed the return trip cost to his/her place of residence.

## **1.2. Repatriation of the deceased Insured**

In the event of the death of the Insured, the Insurer shall:

- bear the costs of transporting his/her body from the place of death to his/her place of burial;
- the preparation costs necessary for this transport up to the maximum amount of €600.00;
- bear additional transport costs relating to his/her insured family members or any insured companions, provided the means initially provided for cannot be used to repatriate the Insured.

## **1.3. Medical costs**

The Insurer shall be liable for payment or reimbursement of medical, surgical, pharmaceutical and hospitalization costs that arise, i.e. those caused and produced **during a trip outside the country of the usual residence and/or the nationality of the Insured, up to the following limits:**

<b>- Spain:</b>	<b>€600.00</b>
<b>- Europe (excess €100.00):</b>	<b>€4,800.00</b>

In any case, these medical costs shall be satisfied after the Social Security or any other body that is bound to provide assistance have fulfilled their duties in this respect, and the Insured is bound to provide details to the Insurer of any such bodies.

#### **1.4. Indemnity for missed connections or delay involving any means of transport**

If, as a result of any delay in the arrival of the original public means of transport at an airport where the Insured has to connect with a later flight to continue his/her journey to his/her final destination, he/she fails to take the connection or is unable to arrive at the departure point, the company will indemnify the Insured, at his/her choice, for either the expenses caused during the waiting period for the next connection as pertinent or, for a passenger ticket for a new connection or return trip to the place of origin up to a limit of **€60.00**.

#### **1.5. Delay in the departure of the means of transport**

In the event that the departure of the means of public transport chosen by the insured in order to travel is delayed by at least 6 hours, the Insurer shall pay up, upon presentation of invoices, any hotel expenses, board, and transport incurred as a result of the delay up to a limit of **€50.00**.

In order to process the payment, it will be necessary to present the supporting documents issued by the operator of the means of public transport certifying the delay. This indemnity shall arise provided that it has not been met by the transport company.

#### **1.6. Indemnity for interruption of holidays**

In all those cases where the insured has been repatriated by the Insurer for any of the reasons guaranteed in this agreement, the said Insurer shall indemnify him for the value of the services contracted at the travel agent and which have not been used contained on the inscription document for the trip, and which have not been used by reason of the repatriation. **The outbound and return trips are excluded.**

Any insured person who has been repatriated by reason of the repatriation of the insured shall also benefit from this guaranty.

The value of the indemnity shall be calculated by dividing the total costs of the services that have not been used by the number of days envisaged for the performance thereof as provided for in the Special Conditions, and multiplying the daily amount obtained by this calculation by the number of travel days lost, as from the first day after the day on which the interruption of the travel on the part of the Insured takes place. The maximum limit for the indemnity is €700.00 (excess of 20% of the amount resulting from the said calculation).

#### **1.7. Legal defence costs outside of the country of habitual residence**

In the event the insured should have the need to hire a lawyer in order to defend him/her outside of his country of habitual residence or nationality, provided that the facts which he/she is accused of do not amount to a criminal offence in the country where he/she finds him/herself, the Insurer shall refund the lawyer's fees **up to a maximum limit of €600.00**.

Events relating to the insured's professional activity and the contractual liabilities to which the Insured is a party are formally excluded from the application of this guaranty. The

insured undertakes to send to the Insurer, as soon as possible, the documents setting forth his/her lawyer's fees.

*This guaranty does not amount to legal defence insurance, but rather cover that is accessory to travel assistance.*

#### **1.8. Advance of bail outside of the country of habitual residence**

The Insurer shall advance, **up to a maximum limit of €4,800.00**, the amount of the bail required by the legislation of the country, so that the insured may be released from custody in the event that he/she has been charged in connection with a road traffic accident for which he/she is responsible.

The Insurer reserves the right to demand a bank guaranty or guaranty from the insured to cover the advance.

The insured is under a duty to refund to the Insurer the amount of the bail that has been advanced within three months of this being claimed by the Insurer.

If the authorities of the country have refunded the amount of the bail to the insured prior to the expiry of the three-month time limit, the insurer shall refund this to the Insurer immediately.

In the event the amount of the bail is not refunded within three months, The Insurer reserves the right to claim, in addition to the said amount, the costs and interest calculated in accordance with the legislation in force.

#### **1.9. Transmission of urgent messages**

Arising from the guaranties provided for in this agreement, which are issued through the 24-hour Assistance Centre, or which the insured makes directly. If the insured him/herself transmits them directly, the Insurer shall only bear the costs arising from their issue upon presentation by the insured of the invoice and justification of the urgency of the message.

### **ARTICLE TWO. GENERAL EXCLUSIONS**

**All benefits that have not been previously requested from the Insurer are in general excluded save in the event of *force majeure* or material impossibility, that are duly proven.**

**In any case, the following are excluded from the assistance-repatriation guaranty:**

- 2.1. Illnesses, accidents or deaths caused by the consumption of alcohol, drugs and narcotics, unless they are prescribed by a doctor and are taken in the manner prescribed.**
- 2.2. Malicious or negligent conduct on the part of the insured, as well as self-inflicted injuries, suicide or attempted suicide.**
- 2.3. Acts of war, whether declared or not, popular uprisings or the like, unless the Insured is taken by surprise by the commencement of a conflict abroad. In this case, the insurance guaranties shall cease upon the expiry of FOURTEEN DAYS after the start of the conflict.**

- 2.4. Any effects caused by a source of radioactivity.**
- 2.5. Damage caused by earthquake, seaquake, extraordinary floods, volcanic eruptions, unusual cyclonic storms and the impact of celestial bodies and aerolites and acts of terrorism.**
- 2.6. The practice of any kind of sport professionally, for remuneration or otherwise, in competitions or in preparatory training sessions; rafting, hang gliding, delta-wing gliding, ravine descents (save when insurance has been taken out relating to the practice of these adventure sports), trekking, climbing, diving and speleology, and any other activity deemed to be high risk, are excluded herefrom. Also excluded herefrom are sports expeditions, by sea, mountain or desert. Skiing accidents are excluded unless a policy of insurance has been taken out for this.**
- 2.7. Accidents caused while skiing, outside the slopes or areas set aside therefor.**
- 2.8. Any kinds of trips for therapeutical reasons are excluded.**
- 2.9. The search and rescue of any person at sea, in the mountains or desert.**
- 2.10. Burial, ceremonial and funeral expenses are excluded with regard to expenses concerning the preparation of corpses.**
- 2.11. Expenses occasioned due to illness or accident when the Insured has not recovered at the time of commencing a trip or in the opinion of the ETII medical team, the Insured should not have gone on the trip.**
- 2.12. Repatriations or transfers due to psychiatric illness that require admission to hospital at the destination for less than 24 hours.**

**In regard to the coverage of MEDICAL EXPENSES the following are excluded:**

- 2.13. The control of previously known illnesses.**
- 2.14. Expenses relating to thermal treatment, heliotherapy or aesthetic treatments.**
- 2.15. Prostheses, implants and orthopaedic material expenses, rehabilitation and physiotherapy expenses.**
- 2.16. Vaccination, dental and medical expenses of less than €100.**
- 2.17. Expenses arising once the trip has concluded.**
- 2.18. Contraception and voluntary interruption of pregnancy expenses.**
- 2.19. Preventive medicine expenses.**
- 2.20. Any expenses which, in the opinion of the ETII medical team, are contra-indicated for the pathology of the Insured.**
- 2.21. Medical expenses arising within less than 30 kilometres of the Insured's home.**
- 2.22. Expenses relating to any chronic, psychiatric illness or pregnancy complication.**
- 2.23. Expenses arising due to treatment commenced in the country of origin.**
- 2.24. Expenses arising due to a pre-existing illness whether or not known by the Insured.**

### **ARTICLE THREE. THE INSURED EVENT**

- 3.1. If an insured event arises, the Insured shall notify the Insurer thereof immediately.
- 3.2. In order to apply for a reimbursement, the Insured shall give notice to the Insurer through MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A. UNIPERSONAL within no later than SEVEN days after the insured event arises. Upon the expiry of this period of time, a claim for damages may be made due to failure to give notice. **Only those events that are covered under the conditions laid down in this Agreement may be reimbursed.**
- 3.2. The Insured shall accompany his/her notice with the following documents to support his/her reimbursement claim:
- The insurance Agreement.
  - A detailed medical report, in the case of illness or accident. In this regard, the Insured expressly waives any doctor who has examined or assisted the Insured from the professional and legal duty of secrecy and the Insured hereby authorizes the same to reveal to the Insurer's medical team all information and medical history data they might hold or have obtained due to rendering their services.
  - Original prescriptions and invoices relating to medical expenses.
  - Social Security reimbursement certificate and/or from any other similar body.
  - Death certificate, if pertinent.
  - In the event of admission to hospital outside the Insured's country where he/she usually resides, Document E – 111 from the Social Security of the each country, as pertinent.
  - The originals of any expenses invoices which, as result of the processing of any insured event under the guaranties contained hereunder, may be claimed by the policyholder, Insured, beneficiary or any other person that acts on his/her behalf and which justifies by way of official record the payment of the expense claimed.

### **PRIVATE CIVIL LIABILITY GUARANTY**

#### **ARTICLE ONE. DESCRIPTION OF THE COVERAGE PROVIDED**

The civil liability of the Insured for personal and/or property damage caused unintentionally to any third party, animal or thing and which are due to accidents in the course of a trip up to the limit of **€20,000.00** is covered hereunder.

**In any case, the aforementioned is subject to an excess of €90.00 which shall always be paid by the Insured.**

**This limit includes the payment of judicial costs and expenses, and setting up any judicial bonds required of the Insured.**

## **ARTICLE TWO. GENERAL EXCLUSIONS**

- **Any kind of liability arising from the use and driving of motor vehicles, airplanes and boats and due to the use or ownership of artefacts and arms of any type or kind.**
- **Liability for any kind of professional activity. Contractual civil liability.**
- **Liability relating to the practice of any sport on a professional basis.**
- **Damages caused to things or animals, on loan, hired or left on deposit.**
- **Fines or penalties.**
- **Harm caused to family members or any person who lives with the Insured or Insureds under the same policy of insurance.**
- **Harm caused involving a fight, bet, demonstration, riot, etc.**
- **Accidents caused by skiing or any other kind of adventure activity.**
- **Accidents involving less than €90.00.**
- **Damages caused by the Insured's bad faith.**
- **Damages caused by the Insured under the influence of alcoholic drinks, toxic drugs and narcotics.**
- **Damage caused by earthquake, seaquake, extraordinary floods, volcanic eruptions, unusual cyclonic storms and the impact of celestial bodies and aerolites.**
- **Damage caused by terrorist acts, rebellion, mutiny and popular uprising.**
- **Damage caused by any circumstance or act of the Armed Forces or the Security Forces in times of peace.**

## **ARTICLE THREE. THE INSURED EVENT**

In the case of an insured event involving civil liability, the Insured must immediately inform the Insurer of all notices, summonses, demands, letters, citations and in general, of all judicial or extra-judicial documents relating to the liability covered under the insurance that are addressed to the Insured or to the causal agent thereof.

Save if there is agreement to the contrary, in the event of any circumstance covered under this policy of insurance, the Insurer shall direct all matters relating to the insured event and act in the name of the policyholder of the insurance or the causal agent of the facts, and it shall deal with any victims or their successors, and indemnify them if pertinent. If no settlement is reached, the Insurer will, through its lawyers and court advocates, defend the policyholder or the causal agent of the facts in any civil action and in such regard the defendant must provide the necessary power of attorney. In regard to any criminal action, the Insurer may take on the defence with the consent of the accused.

If a judgement is issued against the Insured, the Insurer shall decide if it is necessary to appeal to the pertinent Higher Court. However, if the Insurer should deem it not to be pertinent to appeal, it shall so inform the Insured who will be free to file an appeal on his/her own account and the Insurer shall be bound to reimburse the Insured for all expenses occasioned up to the agreed economic limit, if the appeal is allowed.

The Insurer shall pay any indemnity according as is stated as follows:

- a) In general, it shall pay any indemnity upon the conclusion of any investigations and expert assessment to establish the occurrence of the insured event and, if pertinent, the amount of any damages relating thereto. The parties may agree to repair or replace any property damaged instead of paying an indemnity.
- b) If an expert's report has been prepared and it is not challenged, it shall be paid in no later than 5 days.
- c) If an expert's report is challenged, the Insurer will pay a minimum amount of what it might owe according to the circumstances of which it is aware.
- d) In all cases, within 40 days following the receipt of a filing regarding an insured event, the Insurer will pay minimum amount of what it might owe according to the circumstances of which it is aware.

## **LUGGAGE GUARANTY**

**LUGGAGE** means those objects of personal use that are necessary in the course of a trip.

### **ARTICLE ONE. DESCRIPTION OF THE COVERAGE PROVIDED**

#### **1.1. The luggage will be insured against:**

- Robbery, which is understood to mean the removal of third party chattels against the will of the Insured, with the use of violence or threats involving people or by the use of force.
- Total or partial destruction, during a transfer by a public passenger transport company.
- A loss during a transfer by a public passenger transport company.

### **INDEMNITY LIMIT. CALCULATION OF THE INDEMNITY**

The maximum indemnity per person and for all insured events suffered by the Insured during the agreed guaranty period amounts to **€600.00**. **The indemnity will be calculated depending on the real value of any insured item, i.e. the value of the item involved in the insured event at the time immediately prior to the occurrence of the said insured event. This value will be determined by deducting the value as new (the sale price of the insured item as new), depreciation according to age, wear and tear. The indemnity shall not exceed the value of any loss suffered or take into consideration any indirect losses.**

**Notwithstanding the foregoing, the maximum amount of the indemnity for all items of value will be 50% of the said insured amount, bearing in mind the following:**

- **Jewels, items made with a precious metal, precious stones, pearls and watches are solely insured against robbery and only if the Insured carries the same with him/her or, if they have been deposited in a safe at the hotel.**
- **Photographic, cinematographic, sound or picture recording or reproduction materials and any accessories thereof, leather garments and hunting rifles shall only be insured if carried by the Insured or placed on deposit.**

## **1.2. The reimbursement of the purchase price of essential basic items is insured**

The reimbursement of the purchase price of essential basic items is insured in the event of any delay in excess of 12 hours in the delivery of luggage during the outbound trip, **up to a maximum limit of €250.00**. Essential basic items are understood to mean all items used to cover basic personal hygiene and clothing requirements.

This indemnity cannot be accumulated with any indemnity that might be payable for robbery or loss of luggage in the custody of any public transport company. The Insured must provide all support documents to prove any purchases made, and the document issued in connection with the delay.

## **ARTICLE TWO. GENERAL EXCLUSIONS**

### **2.1. Any robbery, destruction or loss:**

- **Caused intentionally by the Insured or due to the Insured's serious negligence.**
- **Arising as a result of the decision made by any competent authority during a civil or foreign war, whether declared or not, riot, popular uprising, strike and any effect caused by a radioactive source.**
- **Caused during any removals.**

**2.2. Robbery committed by the Insured's personnel in the exercise of their duties.**

**2.3. The theft of any item left unattended in any public place.**

**2.4. The destruction of any item due to any defect in the same, its normal wear and tear, spillage of liquids, greasy or oily colorants or corrosive items that form part of the insured luggage.**

**2.5. The destruction of fragile items, ceramic, glass, porcelain and marble items.**

**2.6. Items that have been stolen, lost, forgotten, or misplaced.**

**2.7. Robberies committed in the interior of a private vehicle, except if a hire car is involved.**

The following items are excluded herefrom:

**2.8. Documents, identity cards, credit cards, magnetic cards, transport tickets, money in cash, securities and keys.**

- 2.9. Bicycles, surf boards, skis and any kind of sports materials (unless, in the latter two cases, a policy of insurance has been taken out to cover skiing or adventure sports).**
- 2.10. Professional items.**
- 2.11. Musical instruments, objets d'art, antiques, collections and goods.**
- 2.12. Spectacles, contact lenses, prostheses and orthopaedic apparatuses of any kind.**
- 2.13. Telephony, electronic and any computer apparatuses.**

### **ARTICLE THREE. THE INSURED EVENT.**

**\* In the event of robbery**, the Insured must file a complaint on the same day as the commission of the event with the police authorities closest to the crime scene.

**\* In the event of total or partial destruction** during a transfer undertaken by a public passenger transport company, the Insured must file a support document provided by the transport company.

**\* In the case of a loss** during a transfer undertaken by a public passenger transport company, the Insured must file a certificate stating the facts, issued by the transport company.

**\* In all cases, the Insured must:**

- Take all possible steps to mitigate the consequences of any insured event.
- Inform the Insurer through MONDIAL ASSISTANCE SEGUROS Y REASEGUROS, S.A UNIPERSONAL, in no later than SEVEN days: (upon the expiry of this period of time, a claim may be made for damages caused by failure to give notice).
- Fill in a questionnaire that he/she will be given. The Insured must provide all means of evidence that may be required regarding the existence and value of any item insured at the time of the insured event.

The Insured must accompany his/her claim notice with the following documents to justify his/her claim:

- The insurance Agreement.
- The original complaint filed with the police authorities.
- A certificate stating the damage or loss issued by the transport company.
- Original purchase invoices relating to the stolen, damaged or lost items.
- Repair invoice/s or if none, non-repair certificate.
- Detailed list with the value of stolen, damaged, or lost items.
- The Insured must state the coverage taken out with any other insurance company for the same risks.

### **Insured's duties should the stolen or lost items be found or recovered.**

- The Insured must inform the Insurer in writing immediately the Insured becomes aware thereof.
- If the Insurer has not yet paid the Insured, he/she must take possession of the items. The Insurer will only cover the cost of any damage and partial losses if they are covered by the policy of insurance.
- If the Insurer has already paid the Insured, he/she may chose to either abandon the items when they shall remain in the custody of the Insurer or he/she may keep them and repay any indemnity he/she has received, after the application of any deduction for damage or partial loss. If the Insured does not make any choice with a period of time of 15 days, the Insurer may deem that the Insured has decided to abandon the item/s.

### **PUBLIC TRANSPORT ACCIDENT GUARANTY**

In this insurance Agreement the following shall be understood:

**BENEFICIARY:** Is the person who has the right to be indemnified and who coincides with the Insured with regard to incapacity coverage.

The spouse of the Insured shall, in first place be deemed to be such person, followed by his/her children in equal parts, and if neither exists, and in excluding order, the Insured's parents and the legal heirs thereof.

**ACCIDENT:** Any physical harm caused by violent, sudden, external and third party act alien to the will of the Insured that is caused as a result of an accident while the Insured is an insured passenger in a public means of transport, whether airborne, overland or seagoing, including in any rented vehicle or taxi that causes permanent incapacity or death if occurring within one year from the date of the accident and it is a direct consequence of the same.

**PERMANENT INCAPACITY:** Is understood to mean for the purpose of this Agreement, the organic or functional loss of the limbs and/or faculties of the Insured, the degree of which is determined in the scale set out in these conditions, the recovery from which is not foreseeable, supervening as a result of sequelae from an accident that occurred while the Insured was a passenger in a public means of transport, whether by air, land or sea, including rented vehicles or taxi.

### **ARTICLE ONE. DESCRIPTION OF THE GUARANTIES PROVIDED**

1.1. The Insurer guaranties, up to the limit of **€20,000.00** for every insured person, payment of the indemnities in the event of death by accident or permanent incapacity due to accident on public transport provided the said accidents occur while the Insured is under the legal care of the policyholder of this Agreement.

Entry on and exit from the said means of transport are included herein.

**IN ANY CASE, THERE IS A LIMIT DUE TO THE ACCUMULATION OF KNOWN RISKS OF €5,400,000 IN THE EVENT OF AN AIRCRAFT ACCIDENT AND OF €1,800,000 IN THE EVENT OF A LAND OR SEA ACCIDENT.**

## **ARTICLE TWO. EXCLUSIONS.**

All those cases involving an accident caused as follows shall be excluded:

- 2.1. The consumption of alcohol, drugs and narcotics, unless they have been prescribed by a doctor and taken in the manner prescribed
- 2.2. Any involvement by the Insured in bets, fights, competitions or contests (save in the case of legitimate self-defence).
- 2.3. Accidents resulting from practising any kind of sport in a professional capacity, for remuneration, in competitions, or in preparatory training, as well as those caused by habitually practising those considered to be high-risk. Sporting expeditions are also excluded.
- 2.4. The practice of any sport that requires by way of regulations certain aptitudes and material features, titles, or administrative authorizations.
- 2.5. Epidemics, pollution, or natural disasters.
- 2.6. Civil or foreign war, whether declared or not; mutinies, popular uprisings, acts of terrorism, all effects produced by a source of radiation and failure to comply with official prohibitions.
- 2.7. The piloting of air navigation craft with or without engine.
- 2.8. The use of two-wheeled land motor vehicles with an engine displacement of more than 49 c.c..
- 2.9. Malicious acts, negligent acts by the insured, as well as self-inflicted injuries, suicide, or attempted suicide.
- 2.10. Acts where the accident is caused by blindness, paralysis, epilepsy, or any kind of mental illness.
- 2.11. Where the insured suffers sunstroke, congestion, or freezing, except where these are a consequence of a guaranteed accident.
- 2.12. Where the accident occurs as a result of the performance of activities which are inherent to the exercise of the insured's profession.
- 2.13. Where the accident occurs in the course of periods of training or military service and in the event of mobilization or call-up for service, the effects of this agreement shall be suspended.
- 2.14. Persons aged over 70 are not covered, and persons aged under 14 or who are incapacitated are only covered in the event of permanent invalidity.
- 2.15. Accidents caused by practising dangerous sports or any kind of adventure activities.

## **ARTICLE THREE. GUARANTIED INDEMNITIES.**

The insurer assumes coverage for the guaranties set forth below, except where there is an exclusion agreement for one or more of them in the Special Conditions:

- 3.1. **IN THE EVENT OF DEATH**, the insured capital shall be paid to the insured's beneficiary where the death takes place immediately or within one year as from the date of the accident, unless a longer time limit has been agreed in the Special Conditions.

3.2. **IN THE CASE OF PERMANENT INCAPACITY** proven within one year as from the date of the accident, unless a longer time limit has been agreed in the Special Conditions. The indemnity to be paid by the insurer shall be determined according to the scale set forth below with a maximum of 100% and with the evaluation rules set forth subsequently.

According to whether the loss of limbs and/or faculties by the Insured is organic or functional, permanent invalidity may have different degrees of intensity. The said degrees, expressed below as percentages, likewise indicate the proportion of the insured sum that is to be indemnified.

**SCALE FOR ASSESSING THE DEGREES OF PERMANENT INCAPACITY**

**A. HEAD**

**NEUROLOGICAL DEFICIT OF CENTRAL ORIGIN**

Absolute deterioration of superior cerebral functions .....	100%
Persistent vegetative state .....	100%
Complete aphasia ( Complete alteration of language formation and comprehension ) .....	40%
Complete fixation amnesia .....	40%
Post-traumatic epilepsy with need for continuous treatment .....	20%

**BONE SYSTEM**

Loss of bone mass requiring cranioplasty .....	15%
Loss of bone mass not requiring cranioplasty.....	4%
Loss of significant substance without possibility of repair in upper and lower maxilla with functional repercussion.....	30%

**OLFACTORY SYSTEM**

Partial loss of nose .....	10%
Complete loss of nose .....	25%
Loss of olfaction ( Anosmia ) .....	5%

**MOUTH**

Loss of all upper and lower teeth .....	10%
Complete amputation of tongue .....	30%
Loss of taste ( Ageusia ) .....	5%
Inferior maxilla ablation .....	25%

**HEARING**

Loss of ear .....	10%
Loss of both ears .....	25%
Complete deafness in one ear .....	15%
Complete deafness in both ears.....	50%

<b>OCULAR</b>	
Blindness in one eye .....	30%
Blindness in both eyes .....	
100%	

## B. TORSO

### 1) BONE SYSTEM

#### SPINAL COLUMN

a) Complete loss of spinal column mobility.....	60%
b) Cervical segment: Complete loss of flexo-extension, rotation, and inclination movements.....	25%
c) Dorso-lumbar segment: Complete loss of flexo-extension, rotation, and inclination movements.....	30%

#### RIBS

Fractured ribs with persistent thoracic deformations and functional alterations .....	10%
---	-----

### 2) ORGANS

#### LARYNX AND TRACHEA

Paralysis of one vocal cord (dysphonia) .....	10%
Paralysis of two vocal cords (aphonia) .....	30%
Tracheotomy with cannula .....	30%

#### LUNG

Loss of a lung .....	25%
----------------------	-----

#### KIDNEY

Loss of a kidney .....	25%
Loss of two kidneys .....	70%

#### SPLEEN

Loss of spleen (splenectomy) with haematological repercussion .....	20%
Loss of spleen (splenectomy) without haematological repercussion.....	10%

#### FEMALE GENITAL APPARATUS

Loss of mammary glands.....	25%
Loss of ovaries .....	35%
Loss of uterus .....	35%
Deformity of external female genitalia:	
- with functional alteration .....	40%

- without functional alteration .....  
25%

### MALE GENITAL APPARATUS

#### Destructuring of penis:

- with functional alteration..... 40%
- without functional alteration.....25%

Loss of testicles ..... 35%

### C. UPPER LIMBS

Dominant Non-dominant

Loss or loss of use of both arms or hands .....	100%	100%
Loss or arm or hand and lower limb .....	100%	100%
Amputation at humerus level .....	60%	50%
Amputation at forearm level or hand .....	50%	40%
Ankylosis or complete loss of movement:		
- of shoulder .....	30%	30%
- elbow .....	25%	25%
- pronosupination .....	8%	8%
- wrist .....	12%	12%
Complete paralysis of circumflex nerve, subscapular nerve or cutaneous muscle .....	15%	10%
Complete paralysis of median, radial, or cubital nerve		
- At the arm level .....	25%	20%
- At the forearm-wrist level .....	15%	10%
Non-consolidated fracture of the humerus or ulna and radius .....	25%	
25%		
Amputation of thumb .....	22%	18%
Amputation of index finger .....		15%
12%		
Amputation of another finger .....	8%	6%

### D. LOWER LIMBS

Loss or loss of use of both legs or feet .....	100%
Loss of leg or foot and an upper limb .....	100%
Amputation at hip level .....	70%
Amputation above the knee.....	60%
Amputation below the knee .....	45%
Amputation big toe .....	10%
Amputation other toe .....	3%
Complete loss of hip movements:	
- In functional position .....	30%
- In unfavourable position.....	40%
Complete loss of knee movements:	

- In functional position.....	20%
- In unfavourable position.....	30%
<b>Loss of movement of ankle and foot:</b>	
<b>Ankylosis tibiotarsial articulation:</b>	
- In functional position.....	10%
- In unfavourable position.....	20%
<b>Subastragalar ankylosis.....</b>	<b>5%</b>
<b>Non-consolidated fracture of femur, or tibia and fibula together .....</b>	<b>30%</b>
<b>Extirpation of rotula ( Patelectomy )</b>	
- Complete .....	15%
- Partial .....	10%
<b>Post-traumatic foot deformations .....</b>	<b>10%</b>
<b>Shortenings:</b>	
- Up to 1.5 cm .....	.2%
- From 1.5 cm to 3 cm .....	5%
- From 3 cm to 6 cm .....	10%
- More than 6 cm .....	15%
<b>Complete paralysis of sciatic nerve .....</b>	<b>60%</b>
<b>Complete paralysis of external popliteal sciatic nerve .....</b>	<b>25%</b>
<b>Complete paralysis of internal popliteal sciatic nerve.....</b>	<b>15%</b>

**Rules applicable to the assessment of permanent incapacity:**

\* Permanent functional incapacity of a limb or organ is equivalent to the complete loss thereof.

\* The loss of a limb or organ affected by complete incapacity prior to the accident shall not be indemnified.

\* The degree of intensity corresponding to any state of permanent incapacity not provided for in the above table shall be set by way of comparison with the degrees set forth in the said table, without taking the insured's profession into account.

\* The degree of incapacity shall always be set without taking into account any subjective factors. Only injuries that may be anatomically determined by a doctor may give rise to an indemnity.

\* Indemnities shall be set without taking the profession and the age of the insured into consideration.

\* Where the anatomical or functional loss of limbs or organs of the insured is only partial, the degree of intensity of the resulting incapacity shall be set in accordance with the said loss.

\* If the insured was affected by an incapacity prior to the accident, the degree of incapacity shall be determined according to the difference between his condition before and after the said accident.

\* In the event of numerous injuries, the most serious shall be assessed in accordance with the scale, the other injuries shall be assessed successively according to the remaining capacity. In the case of numerous injuries to the same limb or organ, the indemnity may not under any circumstances exceed the maximum allowed for the complete loss thereof.

\* If after payment of the indemnity for permanent incapacity has been made the insured should die as a result of the accident, within the time limit provided for at section 3.1 of this article, the insurer shall pay up the difference between the indemnity paid up and the insured amount for the event of death, should this be higher; should the opposite be the case, the insurer shall not be entitled to any refund whatsoever.

\* If the consequences of the accident are aggravated by the constitution of the insured, by a lack of care due to the negligence of the insured, or by an empirical treatment, by a pre-existing disease, especially diabetes or a haematological disease, the indemnities shall be determined according to the consequences that the said accident would have caused a person with normal health subject to rational treatment.

#### **ARTICLE FOUR. DUTY OF INFORMATION.**

A) The insured or beneficiary shall in all events provide the insurer with full information with regard to the circumstances and consequences of the accident.

B) They shall inform the Insurer, within a maximum term of SEVEN days (following which time, the Insurer may claim for losses and damage caused by failure to communicate the accident).

C) Provide the Insurer with all kinds of information with regard to the circumstances and consequences of the accident, his/her present and previous state of health authorizing the doctors who have treated him/her to inform on this to the Company.

Under all circumstances the insured agrees to be subject to a medical examination by the doctors appointed by the Insurer, with the aim of completing the reports that have been supplied, as the case may be.

#### **ARTICLE FIVE: DETERMINATION AND PAYMENT OF THE INDEMNITY.**

For the purposes of setting the indemnity, the insured or the beneficiary shall send the following supporting documents to the Insurer:

*A) In the event of death:*

Birth certificate or any other document proving the age of the deceased; Official death certificate for the insured; Medical certificate indicating the causes of death; judicial papers or documents proving death by accident; certificate from the General Registry of Last Wills and Testaments, and should there be a will, certificate proving the personality of the beneficiaries. Should the beneficiaries be the legal heirs, it will also be necessary to supply the Declaration of Heirs Order issued by the relevant Court; letter of exemption or provisional / final settlement of inheritance tax.

In the event that recklessness on the part of the beneficiary should have been present in the cause of the accident, the provisions of Article 83.3 of the Insurance Agreements Act 50/1980 shall be complied with.

*B) In the event of permanent incapacity:*

Medical certificate upon completion of the pathological process, stating the incapacity or sequelae such that the scale set forth at Article 3 of these conditions shall be applicable. The name and percentage set forth in the medical report must coincide with the name and percentage set forth in the said scale.

The Insurer shall notify the insured in writing of the amount of indemnity that he is entitled to, in accordance with the degree of incapacity arising from the medical certificate and from the scales set at article three.

The degree of incapacity, for the purposes of the final indemnity, shall be established by the Company where the physical state of the insured is medically acknowledged as being final, and this is contained in the corresponding medical incapacity certificate. Should it not be possible to make such a determination after one year has elapsed from the date of the accident, the incapacity shall be determined on the basis of what is expected to be final.

Should the insured not accept the Company's proposal with regard to the degree of incapacity, the parties shall submit to the decision of Medical Experts, pursuant to Article 38 of the Insurance Agreements Act 50/80.

**INDEMNITY CLAUSE FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS OCCURRING IN SPAIN.**

Pursuant to the provisions of Articles 6 and 8 of the Enabling Act for the *Consortio de Compensación de Seguros* [equivalent to Motor Insurance Bureau in the U.K.], approved by Article 41 of Law 21/1990 of 19 December, the policyholder of an insurance policy that falls within those policies that must compulsorily include a surcharge in favour of the said Public Law body, referred to at Article 7 of the said Enabling Act, is entitled to agree the coverage of the extraordinary risks with any insurance institution that complies with the conditions required by the legislation in force, with the *Consortio de Compensación* paying the indemnities arising from accidents caused by extraordinary events occurring in Spain and which affect risks located there, to those insureds who, having paid up the corresponding

surcharges in their favour, find themselves in any of the following situations:

- A) That the extraordinary risk covered by the *Consortio de Compensación de Seguros* is not covered by an insurance policy.
- B) That even where it is covered by an insurance policy, the duties of the insurance institution could not be performed as it was held to be bankrupt, in temporary receivership, or that, being in a situation of insolvency, it was subject to a liquidation procedure, or such procedure had been taken on by the Insurance Institutions Liquidation Committee.

The activities of the *Consortio de Compensación de seguros* shall be in compliance with the provisions of the said Enabling Act, as amended by the Private Insurance Regulations and Supervision Act 30/1995 of 8 November; the Insurance Agreements Act 50/1980 of 8 October, (“Official State Gazette” of 17 October); Royal Decree 2022/1986 of 29 August, approving the Extraordinary Risks Regulations with regard to Persons and Chattels (“Official State Gazette” of 1 October), and complementary provisions.

## **I. SUMMARY OF LEGAL RULES**

### **1.- Extraordinary events that are covered.**

The following are deemed to be extraordinary events:

- a) Natural phenomena: Earthquakes and seaquakes, extraordinary floods, volcanic eruptions, atypical cyclonic storms, and the impact of celestial bodies and aerolites.
- b) Those considered violently as a result of terrorism, rebellion, sedition mutiny or popular uprising.
- c) Deeds or activities of the Armed Forces or of the Security Forces and in time of peace.

### **2.- Excluded risks**

**The *Consortio de Compensación de seguros* shall not indemnify the following losses or accidents:**

- A) Those that do not give rise to an indemnity pursuant to the Insurance Agreements Act.**
- B) Those caused to persons or chattels insured by way of an insurance agreement other than those where there is a compulsory surcharge in favour of the *Consortio de Compensación de seguros*.**
- C) Those due to a defect inherent in the insured item.**
- D) Those caused by armed conflicts, even where there has been no official prior declaration of war.**
- E) Those that by nature of their magnitude and severity are classified by the Government of the nation as a “catastrophe or national calamity”.**
- F) Those caused by nuclear energy.**

- G) Those caused by the mere activity of the weather or atmospheric agents other than the natural phenomena referred to above.**
- H) Those caused by activities arising in the course of meetings and protests carried out pursuant to the provisions of Organic Law 9/1983 of 15 July, as well as during the course of legal strikes.**
- I) Those that are indirect or losses of any sort arising from direct or indirect damage.**
- J) Those caused by the bad faith of the insured.**
- K) Those arising prior to the payment of the first premium.**
- L) Those arising when the coverage has been suspended or the agreement has been terminated on the grounds of failure to pay the premiums.**
- M) Those corresponding to policies the date of which, or the effective date of which, should this be later, are not more than thirty days prior to the date on which the accident occurs, except in the case of replacement or substitution of policy, or the automatic revaluation of capital.**

## **II. PROCEDURE IN THE EVENT OF AN ACCIDENT**

- A) In the event of an accident, the insured shall:**
  - Report the occurrence of the accident within a maximum period of seven days of becoming aware of it at the offices of the *Consortio* or of the Insurance Institution that has issued the policy. The communication shall be made using the model provided for this purpose, which shall be supplied at the said offices, together with the following documents:
  - Copy or photocopy of the premium payment slip or certificate from the insurance institution, proving payment of the premium corresponding to the current yearly period, and which expressly states the amount, date, and method of payment thereof.
  - Copy or photocopy of the clause for coverage of extraordinary risks, of the general, specific, and special conditions of the ordinary policy, as well as of the amendments, appendices, and supplements to the said policy, should there be any.
  - Copy or photocopy of the national identity card or tax identification number.
  - Information concerning the bank where any indemnity amounts ought to be paid in, stating the bank number, branch number, control digit, and account number, as well as the address of the said bank.
- B) To preserve the remains and vestiges of the accident so that they can be inspected by experts, and should this be absolutely impossible, to file documents proving the damage, such as photographs or notarial minutes, expenses to be borne by the Insured. Likewise, care should be taken for no further damage to occur or to prevent disappearances, which shall be borne by the insured.**