VITALICIO SEGUROS

Vitalicio Familia

Death and Family Care insurance

General Conditions

Contents

Preliminary Article

This contract is subject to the provisions of the Insurance Contracts Act 50/1980, dated 8 October, of Royal Legislative Decree 6/2004, dated 29th October, which approved the rewritten text of the Private Insurance Organisation and Supervision Act and its implementation Regulations approved by Royal Decree 2486/1998, dated 20 November, and to that agreed in the Particular Conditions of the contract, although clauses limiting the rights of the Policyholder and of the Insured which are not accepted in writing shall not be valid. Mere transcriptions or references to mandatory rules of law shall not require such acceptance.

The parties are subject to the provisions of the Data Protection Organic Act 15/1999 and acknowledge that the personal

details that are stated in the insurance policy, as regulated by these General Conditions, have been provided voluntarily by the interested parties as necessary and essential for the establishment, maintenance and fulfilment of the contractual relationship entailed by the insurance policy and that they may be processed by computer in compliance with Article 24 of the Private Insurance Organisation and Supervision Act.

The interested parties may exercise their right to access, rectify and cancel the said details by contacting the Company as the organisation responsible for the file held at its business address. Details which have special legal protection may only be released when this is specified by law to be in the public interest or when the interested party gives their express consent.

Article 1. Definitions

Sum insured: The maximum amount that the Insurer shall be required to pay in the event of a loss and which is stated in the Particular Conditions of this policy.

Policy: This is the document that contains the regulatory conditions for the insurance policy. The following are integral parts of the policy: the General Conditions, the Particular Conditions, the Application and any supplements or addendums which are subsequently issued and which complement it.

Premium: This is the price of the insurance. Bills will include, in addition to the premium, any legally recoverable surcharges and taxes.

Actuarial Age: That on the birthday closest to the inception date of the contract.

Waiting period: Period of time from the inception date of the policy for each cover taken out during which a cover contained in the policy is not in force.

Loss: Any event whose consequences are covered by any of the covers in the policy.

Funeral Service: The set of components and benefits required for the burial of the deceased Insured in accordance with the specifications and limits stated in the policy.

Address of the Policyholder and of the Insurer: That stated in the policy and which shall be used for all purposes.

Illness: Any alteration in the state of health due to common or accidental cause confirmed by a legally certified doctor and which requires medical care.

Accident: Any fortuitous event brought about by an external, sudden and violent cause that is not intentional on the part of the Insured and which directly causes bodily injury to them resulting in disability or death.

Hospitalisation: Stay of the Insured in a medical centre, clinic or hospital for more than 24 hours as a patient.

Medical centre, clinic or hospital: An establishment which is legally constituted for the purpose of providing care to people as patients of the centre who have suffered alterations in their state of health. Spas, rest homes, old people's homes and similar institutions are not considered to be hospital centres.

Article 2. Persons taking part in the Contract

Policyholder: Natural or artificial person who applies for and takes out the Insurance and who assumes the obligations and duties derived from the same, except for those that owing to their nature must be met by the Insured.

Insured: Person resident in Spain for whom the insurance is taken out and who is named as such in the Particular Conditions of the contract. The Insured may if they so wish fulfil the duties and obligations which in principle correspond to the Policyholder.

Beneficiary: Natural or artificial person designated in the policy to receive from the Insurer the sums which the latter has to pay in compensation as a result of the death of the Insured, except for the cost of any services which have been provided and charged to the Insurer and which shall be paid for by the latter directly to the organisations which have provided them.

The Company or the Insurer: The insurance Company is **Banco Vitalicio de Spain, Compañía Anónima de Seguros y Reaseguros**, whose corporate address is P. de Gràcia, número 11, Barcelona and which assumes the cover of the risks that are the object of this Contract.

Article 3. Object of the Insurance

The Insurer provides, within the limits and conditions set in the policy and on payment of the premium, the benefits and services for each of the covers in the insurance policy which are expressly included in the Particular Conditions for each of the Insured parties.

The covers of this policy are:

a) Burial Arrangements and Expenses Cover.
b) Death Assistance Cover.
c) Family Care Cover.
d) Death or Absolute and Permanent Disability due to Accident Cover.
e) Hospitalisation due to Illness and Accident Cover.
f) Educasa Teaching Assistance Cover.
g) Repatriation Cover.

Article 4. Burial Arrangements and Expenses Cover

4.1. Description of the Cover

The Insurer covers the provision of a funeral service on the death of each of the Insured up to a maximum of the sum insured in accordance with the General and Particular Conditions of the policy. If the cost of the funeral service provided is less than the sum insured, the Insurer shall pay the Beneficiary the difference unless the Insured is under fourteen years of age. If the provision of the said funeral service is not possible or it cannot be carried out by the Insurer due to unforeseeable circumstances, the Insurer undertakes to reimburse any expenses incurred as a result of such a funeral service up to the amount of the sum insured to those people who can give adequate proof of having met these expenses arising from the death. Failing that this payment shall be made to the Beneficiaries of the deceased person.

The Burial Arrangements and Expenses Cover extends to all Insured parties, whatever the cause of death may be, save in the case of expressly excluded risks.

4.2. Updating of the Sum Insured

The amount of the sum insured shall be stated in the Particular Conditions of the policy, and shall increase in accordance with the provisions of Article 22 "Automatic Annual Revaluation of the Sum Insured" of these General Conditions.

If the change in the cost of the funeral service should be greater than the increase resulting from the application of the agreed automatic annual revaluation index, the Insurer shall inform the Policyholder. The Insurer shall also suggest revaluation of the sum insured and of the premiums based on the change that has taken place.

The Policyholder shall have 15 days in which to accept or reject the proposal from the day on which it is received. In the event of express or tacit acceptance of the proposal by the Policyholder, the Insurer shall then modify the sum insured and increase the premiums.

Only in the case of express rejection by the Policyholder shall the Insurer make no changes in the Particular Conditions of the policy under this heading. In this case if a loss does occur, the maximum amount of benefit that the Insurer shall be obliged to pay shall be the sum insured stated in the then prevailing policy.

4.3. Type of Tariff

There is a choice of three types of tariff for the Burial Arrangements and Expenses Cover which are set out below. The choice made shall be stated in the Particular Conditions of the Insurance Contract.

Level Type: The premium for the Burial Arrangements and Expenses Cover for all Insured parties included in the Particular Conditions shall be invariable for the same Sum Insured.

Semi-natural Type: The premium for the Burial Arrangements and Expenses Cover for all Insured parties included in the Particular Conditions who have an actuarial age of less than 70 shall depend on the sum insured and the actuarial age reached on each annual renewal. The premium for Burial Arrangements and Expenses Cover for Insured parties included in the Particular Conditions who have an actuarial age equal to or greater than 70 shall be invariable for the same sum insured.

Single premium: The premium for the Burial Arrangements and Expenses Cover for all Insured parties included in the Particular Conditions shall depend on the Sum Insured and the actuarial age of the Insured when the policy is taken out. The payment of this premium means that the Policyholder shall not be obliged to make any other payments under this heading during the entire lifetime of the contract.

4.4. Procedure in the event of a loss

The sum insured established in the Burial Arrangements and Expenses Cover for each Insured is the maximum amount which the Insurer shall pay for each loss.

In the event of the death of the Insured, the Insurer has in place the following procedure for fulfilment of its obligations under this Cover:

a) The Insurer must be notified as quickly as possible of the death of the Insured by calling its 24/7 telephone service.

   In order to ensure it can provide quality service at all times, the Insurer reserves the right to designate the undertaker or undertakers who are to provide the funeral service.

   The beneficiaries will be those people who, in compliance with the wishes of the Insured should these have been expressed, may choose the various components of the funeral service up to the maximum limit of the sum insured and as appropriate in the place of residence of the Insured.

   In the event that the death of the Insured should occur outside Spain and the beneficiaries opt for burial in the place where death has occurred, the beneficiaries shall pay for the funeral service themselves and then submit the invoices for the same to the Insurer together with the death certificate. The Insurer will reimburse the amount of the invoices up to the maximum limit of the sum insured.

b) If due to an Act of God, unforeseeable circumstances or the wishes of the beneficiaries of the deceased, the Insurer has not arranged for the provision of the funeral service, it undertakes if required to reimburse any expenses incurred up to the maximum limit of the sum insured set in the Particular Conditions to the people who provide proof of the same, or failing that to the beneficiaries of the deceased, on presentation of the documents listed below:

   – Death Certificate of the Insured, as a complete transcription from the Court.
   – Invoices in due form for the expenses of the funeral services of the Insured.
   – Particular Conditions of the policy and last paid premium bill.

   In the event of being the Beneficiary of the Insured, the following must also be submitted:

   – Documents in proof of the personality of the Beneficiaries.
   – Certificate from the Registry of Last Wills and Testaments and if necessary a copy of the last will and testament of the Insured or a declaration of heirs ab intestato.
   – Acquittance or certificate of exemption from Inheritance and Gift Tax.

   If when an Insured dies they are with the same Insurer on more than one Death and Family Care insurance policy, the Insurer shall only accept the rights of one of them which the heirs may choose and shall reimburse the premiums paid by the Policyholder for the other policies with deduction of expenses already incurred.

Article 5. Death Assistance Cover

This Cover shall be applicable to all Insured parties who have taken out the Burial Arrangements and Expenses Cover and this is specified in the Particular Conditions. It consists of the following covers:

5.1. National and International Transport. Free choice of the place of burial in Spain

In the event of the death of the Insured in Spain or anywhere in the world, the Insurer will arrange and pay for the transport of the body from the place where death occurred to the cemetery or cremation facility in Spain freely chosen by the Beneficiaries of the deceased Insured along with the cost of embalmment and administrative formalities, provided that the authorities do not raise any objections to the transport of the body, there are no intervening Acts of God and transportation is provided by the undertaker designated by the Insurer when the declaration of death is made.

Excluded from this Cover are burial and religious service expenses, in which case the provisions of the Article concerning the Burial Arrangements and Expenses Cover and that stipulated in the Particular Conditions shall be applicable.

Transport which has not been notified to the Insurer in advance and for which relevant authorisation has not been obtained is excluded.

Transport in the event of the death of the Insured in countries which are in a state of war, insurrection or armed conflict of any type or nature, even when the same have not been officially declared, is excluded.

In the event of wishing to use this Cover the interested parties should call the telephone number on the card given to each Insured and state the name of the Insured, the policy number, the location and a contact telephone number.

5.2. Medical and legal expenses

When the cost of the funeral service provided is greater than the sum insured due to medical and legal expenses arising in cases which require judicial action, the Insurer shall under these circumstances meet the extra cost that is incurred.

5.3. Special Services

The Insurance shall also include the provision of a Special Funeral Service in the event of the death of the children of women included in the list of Insured parties in this policy, provided that this occurs as a result of an involuntary interruption of pregnancy or before the child reaches the age of 30 days. After this period has elapsed, they must be included as Insured parties in the policy in order to be entitled to any Funeral Service under the same. This policy also covers the burial or cremation of the amputated extremities of any of the Insured parties in the policy.

Likewise the Insurer shall make available to the Policyholder its Funeral Service Providers Network so that, if needed and on acceptance of the estimate submitted in advance by the funeral service provider, its members can provide the funeral service for the relatives of the Policyholder who are not included in the policy with the Policyholder meeting the entire cost of the service.

5.4. Help with Mourning

Under this cover the Insurer will provide of a Help with Mourning telephone service in the event of the death of an Insured for any member of the family unit who requests it.

Once the Insurer has been notified of the death, it shall contact the relatives of the deceased in order to offer this service to anyone who requires it. After the initial telephone interview, the number of telephone sessions required shall be arranged up to a maximum of five and lasting 30 minutes each.

The goals of the Help with Mourning telephone service are as follows:

- Helping to accept the reality of the loss.
- Working on the emotions and pain of the loss, identifying and expressing feelings (anger, guilt, anxiety, powerlessness, sadness etc.).
- Helping to live without the deceased, adapting to circumstances in which the deceased is no longer there.
- Enabling the emotional relocation of the deceased and giving time to work through mourning.
- Interpreting "normal" behaviour while allowing for individual differences.
- Giving continuous support.
- Examining defences and methods of dealing with the loss.
- Identifying pathologies and referring to the most appropriate medical professional.

5.5. Legal and Administrative Service

In the event of death, the Insurer covers the provision of a Legal and Administrative Service for the procedures to be followed as a result of the death of the Insured with respect to the latter and the Beneficiaries designated for this case in the Particular Conditions of the policy, and which shall consist of:

- Personalised attention for the Beneficiaries in the home indicated by them in Spain in the shape of assistance from an accredited representative of the Insurer who will inform and advise them about procedures to be followed.
- Processing of the following documents with official bodies:

a) Concerning the Insured:

- Obtaining the Death Certificate, both abstract and complete version.
- Obtaining the Birth Certificate, both abstract and complete version.
- Obtaining the Certificate from the Registry of Last Wills and Testaments and if required a copy of the last will and testament of the Insured or a declaration of heirs ab intestato.
- Removal from the Family Record Book (Libro de Familia).
- Cancellation of the Insured's social security card (I.N.S.S.)

b) Concerning the Beneficiaries:

- Obtaining the Marriage Certificate, both abstract and complete version.
- Obtaining the Certificate of Cohabitation.
- Obtaining Death Benefit from the social security (INSS)
- Obtaining an INSS social security card for the spouse and their beneficiaries.
- Applying for widows and orphans pensions.
- Obtaining a Certificate of Existence (Certificado de Fe de Vida).
- Advice about uncontested inheritance procedures: reading of will, determination of the estate, adjudication and acceptance of inheritance, etc.
- Processing of the acquittance, quantification and handling of the partial settlement of Inheritance and Gift Tax relating to the insured death benefit.

c) Collation of the documentation required for payment of the sum insured in the event of death:

- Declaration of Claim Form.
- Birth Certificate of the Insured, both abstract and complete version.
- Death Certificate of the Insured, both abstract and complete version.
- Obtaining the Certificate from the Registry of Last Wills and Testaments and if required a copy of the last will and testament of the Insured or a declaration of heirs ab intestato.
- Certificate from the attending doctor or doctors specifying the medical history and type of illness or accident that caused death.
- Documents in proof of the personality of the Beneficiaries.
- Acquittance or certificate of exemption from Inheritance and Gift Tax relating to the sum insured.
- Particular Conditions of the policy and most recent paid premium bill.

The Beneficiary must request the Legal and Administrative Service from the Insurer on the death of the Insured by making a telephone call to the Insurer stating the loss and the address to which the Insurer's representative should go, which unless otherwise stated shall be the home of the Insured.

When the Insurer arrives at the stated address, the Beneficiary in the event of death shall present documents in proof of personality and provide all relevant information to the Insurer that is required for handling the procedures.

All services that have to be provided outside the European Union and procedures which require the intervention of an official authority or body of a country outside the European Union are excluded.

Procedures required as a result of legal proceedings and those which contain unusual steps in the administrative procedure to be followed with official bodies are excluded.

Article 6. Family Care Cover

This Cover shall be applicable to all Insured parties who have taken out this Cover and this is specified in the Particular Conditions. It consists of the following covers:

6.1. Travel Assistance

In order to benefit from Travel Assistance, the Insured must be resident in Spain.

The benefits set out below shall be valid on an annual basis provided that the time the Insured spends abroad is not greater than 90 days per trip or journey. This limitation shall not be applicable when the journey is made in Spain.

It shall be valid throughout the world from the border of the province in which the Insured has their habitual residence, save in the Balearic and Canary Islands where the assistance shall be provided at distances of more than 10 km from the home of the Insured.

The financial sums which are stated as the upper limit for each benefit in this contract are deemed to be the

maximum accumulated sums during any given annual period of the policy.

6.1.1. Assistance benefits in the event of death

Early return of accompanying Insured parties. When the Insured has been moved due to death and this prevents the rest of the accompanying Insured parties from returning to their residence using the means of transport initially intended, the Insurer shall pay for the cost of their transport to their habitual place of residence.

Accompaniment of minors in the event of death. If during the lifetime of the contract Insured parties who are travelling with children aged under 15 should be unable to take care of the said children due to death covered by the policy, the Insurer shall arrange and pay for a return trip by a person living in Spain and designated by the Insured or their family, or an attendant of the Insurer, for the purposes of accompanying the children on their return to their habitual place of residence in Spain and within the shortest time possible.

Companion for the mortal remains. If there is no-one to accompany the mortal remains of the deceased Insured, the Insurer shall provide the person whose habitual residence is in Spain and is designated by the beneficiaries with a regular airline (tourist class) or train (first class) ticket to accompany the body.

Return of the Insured in the event of the death of a relative. In the event of the death in Spain of the spouse, parents, children or siblings of an Insured party who is on a trip covered by this policy, on notification of the occurrence the Insurer shall arrange for and provide the said Insured for the purposes of attending the burial (and within a maximum of 7 days from the death) with a regular airline (tourist class) or train (first class) return ticket or two return tickets when they return with a companion who is also an Insured and to the place of burial in Spain.

6.1.2. Assistance benefits in the event of illness or accident

Medical transport in the event of illness or injury. In the event of accident or illness of the Insured during the lifetime of the contract and as a consequence of travelling away from the place of habitual residence and provided that it is impossible to continue the journey, the Insurer on receiving notification of the incident shall organise the necessary contacts between its medical service and the doctors attending the Insured. When the Insurer's medical service authorises the transport of the Insured to a better equipped or more specialised medical care facility near to their habitual residence in Spain, the Insurer shall provide the said transport depending on the gravity of the case by means of:

– special air ambulance aeroplane
– air ambulance helicopter
– regular airline
– first class train
– ambulance

The special air ambulance aeroplane shall only be used in Europe and in countries bordering the Mediterranean.

Only medical considerations shall be taken into account when deciding on the means of transport and the hospital to which the Insured should be admitted.

If the Insured refuses to be moved at the time and under the conditions decided by the Insurer's medical service, all covers and expenses arising as a consequence of this decision shall be automatically suspended.

Medical expenses in the event of accident or illness abroad. In the event of accident or illness of the Insured occurring abroad in the course of a trip, the Insurer covers during the lifetime of the contract and up to a maximum of €12,000 per contract period and for each Insured the expenses listed below:

– Doctors' fees.
– Medicine prescribed by a licensed physician or surgeon.
– Hospitalisation fees.
– Ambulance fees as prescribed by a doctor for local transport.

In the event that the Insurer has not intervened directly, reimbursement of these expenses will only be made on submission of the relevant original invoices accompanied by the complete medical report with medical history, diagnosis and treatment which makes it possible to establish the nature of the illness.

At any event the first €30 will be paid by the Insured.

Any expenses incurred shall under all circumstances be grounds for subrogation by the Insurer for the income to which the Insured is entitled by virtue of Social Security benefits or from any other analogous system of which they are a member.

Emergency dental expenses abroad. In application of the previous Cover and within the limit specified therein, dental expenses up to €300 are covered.

Extension of stay in a hotel due to illness or accident abroad. When the nature of the illness or accident makes it impossible to continue the trip although it does not make admission to a hospital or clinic necessary, the Insurer shall pay for expenses derived from extending a stay in a hotel on doctor's orders up to €150 per day and per person who is ill or injured and up to a maximum of 10 days.

Early return of accompanying Insured parties. When the Insured has been moved due to illness or accident and this prevents the rest of the accompanying Insured parties from returning to their residence using the means of transport initially intended, the Insurer shall pay for the cost of their transport to their habitual place of residence or to the place where the Insured has been hospitalised.

Sending of medicine. If the Insured needs a type of medicine which is not available in the place where they are, the Insurer shall arrange for finding and sending it by the quickest possible means and in compliance with local law.

Cases in which the medicine is no longer manufactured or is not available through the habitual distribution channels in Spain are excluded.

The Insured shall reimburse the Insurer, on submission of the invoice, for the cost of the medicine.

The Insurer shall only arrange and pay for sending of packages weighing a maximum of 10 kilograms.

Travel of a person to accompany the hospitalised Insured. If the Insured has to be hospitalised for more than five days during a trip and has no direct relative with them, the Insurer will provide a regular airline (tourist class) or train (first class) return ticket to a companion whose habitual residence in Spain.

The Insurer shall pay up to €150 per day for hotel accommodation and up to a maximum of 10 days on submission of invoices.

Accompaniment of minors in the event of illness or accident. If during the lifetime of the contract Insured parties who are travelling with children aged under 15 should be unable to take care of the said children due to illness or accident covered by the policy, the Insurer shall arrange and pay for a return trip by a person living in Spain and designated by the Insured or their family, or an attendant of the Insurer, for the purposes of accompanying the children on their return to their habitual place of residence in Spain and within the shortest time possible.

6.1.3. Other Travel Assistance benefits.

Search for and localisation of luggage. In the event of the luggage of the Insured being lost or delayed, the Insurer will help them to find it and advise them on how to report the incident. If the luggage is found, the Insurer will send it to the habitual residence of the Insured en Spain, provided that the presence of the owner of the luggage is not required in order to retrieve it.

Sending documents and personal belongings. The Insurer shall arrange and pay for sending personal belongings which are essential for the trip and which were left behind at the Insured's home. This Cover also extends to sending objects left behind or recovered after being stolen on the trip to the Insured's home.

The Insurer shall only arrange and pay for sending of packages weighing a maximum of 10 kilograms.

Sending of urgent messages (derived from the covers)**.** The Insurer has a 24-hour service whereby it will accept and send urgent messages of the Insured parties provided that the latter do not have any means of sending them and that they are the result of a Cover contained in the policy.

Advance of money (derived from the covers)**.** The Insurer shall advance money to the Insured, in the event of need, up to a limit of €1,500. The Insurer shall ask the Insured for some type of

security or surety to ensure that it is able to recover the advance. Under all circumstances any sums advanced must be repaid to the Insurer within a maximum of 30 days.

Payment of hospital emergencies. The Insured will receive assistance with the handling and, if required, an advance for payment of medical services which require a security and/or payment in advance.

The Insurer reserves the right to ask the Insured for some type of security or surety to ensure that it is able to recover the advance. Under all circumstances any sums advanced must be repaid to the Insurer within a maximum of 30 days.

Information Service. The Insurer shall provide all Insured parties with a free and continuous 24/7 service giving them all types of information about tourism, administrative formalities, health, travel conditions and local life, means of transport, accommodation, restaurants, street maps of the main European cities, road conditions, etc.

6.1.4. Exclusions from Travel Assistance benefits.

These benefits shall cease as soon as the Insured returns to their habitual home or place of residence in Spain, or when they have been repatriated by the Insurer to their home or a hospital near to it.

Those benefits and services that have not been communicated to the Insurer in advance and for which relevant authorisation has not been obtained are excluded in general terms. Also excluded under all circumstances are any damages, situations, expenses and consequences derived from the following:

1. Pre-existing or chronic illnesses, injuries or conditions suffered by the Insured prior to the signing of the contract or to the renewal or extension thereof, as well as those that are apparent before starting out on the journey.

2. Voluntary refusal, delay or bringing forward by the Insured of the medical transport proposed by the Insurer and agreed by its medical service.

3. Mental illnesses, preventive medical check-ups, thermal cures, aesthetic surgery, Acquired Immune Deficiency Syndrome and those cases in which the purpose of the journey is to undergo medical treatment or surgery. Also excluded are the diagnosis, monitoring and treatment of pregnancy, voluntary interruption of pregnancy and childbirth, save in the case of emergencies and under all circumstances prior to the sixth month.

4. Occupational accidents sustained by people while performing professional activities classified as being hazardous and professional illnesses arising from their activity.

5. The participation of the Insured in wagers, challenges and fights.

6. Doing competitive sports or motorised competitive sports (racing or rallying) as well as doing any of the dangerous or hazardous activities listed below:

   – Boxing, weight-lifting, wrestling (in its different types), martial arts, mountaineering with access to glaciers, sledding, diving with breathing apparatus, caving and ski jumping.
   – Air sports in general.
   – Adventure sports such as rafting, bungee-jumping, hydrospeeding, canyoning and similar.
   – Skiing and other winter sports.

7. Suicide, attempted suicide or self-harm on the part of the Insured.

8. Rescue of people at sea, in mountains, from chasms or in deserts.

9. Illnesses or accidents stemming from the intake of alcoholic drinks, narcotics, drugs or medicine save in the case of the latter when prescribed by a doctor.

10. Malicious mischief by the Policyholder, Insured, or their Beneficiaries.

11. Wars, demonstrations, insurrections, civil disturbance, acts of terrorism, sabotage and strikes, whether or not they are officially declared. The transmutation of the nucleus of the atom as well as radiation caused by artificial acceleration of atomic particles. Earthquakes, flooding, volcanic eruptions and in general those derived from the unleashing of forces of nature. Any other extraordinary catastrophic phenomenon or event which

due to its magnitude or seriousness is classified as a catastrophe or disaster.

Independently of the foregoing, specifically excluded are the following situations:

1. Medical transport of ill or injured persons resulting from conditions or injuries which could have been treated in situ.

2. The cost of spectacles and contact lenses and the purchase, implantation/replacement, extraction and/or repair of prostheses and anatomical and orthopaedic components of any type.

3. Medical, surgery and pharmaceutical expenses coming to less than €30.05.

6.1.5. Rules for the use of Travel Assistance services

The provision of the Travel Assistance service is subject to the following rules:

In the event of assistance the interested parties should call the telephone number on the card given to each Insured and state the name of the Insured, the policy number, the place where they are, a contact telephone number and the type of assistance required. If the Insured does not abide by the instructions given by the Insurer, the Insured shall have to pay any costs arising from this breach.

Calls from abroad may be made by reverse charge, that is to say at no cost to the Insured or the Beneficiaries.

The Insurer replaces the Insured in any rights and actions corresponding to the latter against any persons responsible for the events and which have given rise to its intervention up to the total cost of the services it provides.

When the benefits provided under this contract are covered in part or in whole by another Insurer, by the Social Security or by any other institution or person, the Insurer shall replace the Insured in any rights and actions corresponding to the latter against the aforementioned company or institution. To that end the Insured undertakes to cooperate actively with the Insurer and provide any help or execute any document which the latter may consider necessary.

At all events the Insurer shall be entitled to use or to request from the Insured the reimbursement of the transport ticket (train, aeroplane, etc.) held by the latter when the cost of the return trip has been met by the Insurer.

Once a loss has occurred, the Insurer shall not accept any responsibility for the decisions and actions of the Insured that are contrary to its instructions or those of its medical service.

6.2. Telephone Guidance Services

Under this cover the Insured parties stated in the policy shall have available the following Telephone Guidance Services:

6.2.1. Telephone Medical Queries

The Insurer covers the provision of a Telephone Medical Queries service for all Insured parties specified in the Particular Conditions.

The Insurer provides a 24/7 telephone line by means of which it shall attend, without offering any diagnoses and using general practitioners, to the following information requests:

- Medical information about symptoms and illnesses
- Information about the correct way to use medicine
- Help with understanding medical and laboratory reports etc.
- Advice about preparation of medical tests
- Information about children's health - vaccinations
- List of medical centres, hospitals and duty chemist's in Spain
- Advice about diet, physical exercise, etc.
- Information about food health
- Recommendation or referral to emergency medical services

Likewise and at the request of the Insured, the Insurer shall provide the following services which shall be charged to the Insured:

- Home medical care service available 24/7.
- Determination in each case of the medical resource or care level that is most appropriate in the light of the medical assessment made by the Insurer.
- Control of the process of medical or nursing home visits.
- Activation and coordination of the medical resource in question (doctor, certified nurse [DUE], ambulance)

– Monitoring of cases by follow-up calls subsequent to the home visit by the doctor or the sending of an ambulance.

The Insured will contact a medical team which will evaluate their case and send the medical resource that is required. The Insurer shall find a provider in the area and call the Insured to confirm the service and the price. The cost of the visit shall be met by the Insured, who will be told in advance about the conditions and fee for the requested service.

6.2.2. Telephone Psychological Guidance

The Insurer covers the provision of a Telephone Psychological Guidance service for all Insured parties specified in the Particular Conditions.

The Telephone Psychological Guidance service provides the Insured with occasional and non-emergency support by means of:

- Offering emotional assistance, risk assessment and evaluation of the support available from the patient's family and/or surroundings
- Offering information about available care resources
- Carrying out personalised monitoring with a telephone follow-up programme for the patient

The main goal is to restore the patient's independence as quickly as possible after an emotional shock, post-traumatic stress, etc.

The procedure for the provision of the Telephone Psychological Guidance service is as follows:

– Calls will first be attended to by the Medical Guidance Platform. Subsequently a team of psychologists will arrange a day and time for the telephone session.

– The Insurer's team of psychologists will be available by phone from Monday to Friday from 9 am to 10 pm thus providing a flexible service which is easy to access.

– Each case will be dealt with in a personalised way and with complete confidentiality.

– After the first interview there will be follow-up based on the specific needs of each case and how it develops with a maximum of five telephone sessions lasting 30 minutes each.

– This service makes it possible to decide whether a therapist should be seen or if the situation can be tackled by giving priority to own resources and with telephone follow-up, so that the person can recover their independence as quickly as possible.

Most frequent consultations:

- Anxiety disorders
  – Anxiety attacks
  – Panic attacks
  – Phobic/obsessive symptoms
  – Somatization disorder
  – Depressive disorders
- Relational and work problems.
- Family or partner problems
- Accompaniment after diagnosis of a serious illness.
- Doubts about child and adolescent behaviour.
- Doubts about a diagnosis or treatment.

6.2.3. Telephone Legal Queries

The Insurer covers the provision of a Telephone Legal Queries service for all Insured parties specified in the Particular Conditions.

This service will answer any legal queries made by the beneficiary with reference to their personal life and is restricted to Spanish legislation.

Queries may be made from 9 am to 7 pm from Monday to Friday (except for national public holidays). There will be a maximum response time of 24 hours and answers will always be given by phone.

This service shall be provided orally over the phone and does not include writing reports or opinions.

The Insured shall be entitled to a free first consultation at the law firm in the Insurer's provider network that is closest to their home. In the event of requiring the services of a lawyer a reduced fee shall be charged.

6.2.4. Telephone Social Guidance

The Insurer covers the provision of a Telephone Social Guidance service for all Insured parties specified in the Particular Conditions.

The Insurer shall give advice and guidance by phone to the Insured about:

- General and specific social and care resources in the Insured's town and regional community
- Guardianship for the elderly
- Telecare, home help, day centres, residences, technical help
- Incapacitation
- Situations of social and family risk
- Finding resources
- Dependence and degenerative disorders: social and health resources, volunteer movements, associations.

This service will be provided from 9 am to 7 pm from Monday to Friday (except for national public holidays).

6.3. Telecare

The Insurer covers the provision of a Telecare service for all Insured parties specified in the Particular Conditions.

To be entitled to use the Telecare service the Insured must, due to accident or serious illness, be confined to their home on doctor's orders for a period likely to be longer than fifteen days.

Should this be the case the Insurer will install an alarm device in the home of the Insured and the latter shall be entitled to all of the benefits set out in point 6.3.1 free of charge during six months.

The Insurer shall regularly check that the TeleAlarm device is working and shall replace it if necessary at no cost to the Insured.

The Insured must provide all of the details required for the proper provision of the Telecare Service in their registration document.

6.3.1. Benefits of the Telecare Service

a) **Finding and sending a doctor.** If necessary and provided that the Insured's usual doctor or the emergency services indicated by the usual doctor cannot be found, the Insurer shall arrange for finding and sending a doctor of its choice.

All expenses, whether for call out, medical fees, treatment etc., shall be met by the Insured.

b) **Sending an ambulance.** If necessary the Telecare Service shall arrange and meet the cost of the transport of the Insured to the hospital nearest to their home or to any other designated hospital provided that it is within a 50 km radius of the home of the Insured.

The Service shall meet the aforementioned costs provided that the Insured is hospitalised in a private or public facility. In the event that the Insured should be entitled to full or partial reimbursement of these costs by another organisation, Telecare's commitment shall be limited to the difference if there is any between the sum invoiced and that reimbursed to the Insured by the said organisation.

c) **Information Service.** At the express request of the Insured, and with their authorisation, the Telecare link service will alert their family or the person designated on the registration form when illness or bodily injury occurs and notify them on a regular basis about the evolution of the state of health of the Insured.

d) **Emergency Interventions.** If the Insured makes a call via a Telecare unit and the Telecare Service Alarm Centre is subsequently unable to contact the Insured, the Insurer shall automatically arrange for emergency assistance by initiating appropriate emergency intervention mechanisms.

In this case the expenses sustained as a result of the intervention by municipal, regional and/or state law enforcement agencies, emergency services and personnel and/or requested companies shall be met by the Insured.

6.3.2. Responsibility

The Insured shall hold the Insurer harmless of responsibility in the provision of the Telecare service in the following cases:

- If it cannot provide the service due to faults in the electricity or telephone networks and in the event of Act of God.

- Due to the intervention of third parties, whether contact people stated on the registration form or other people.

– For public liability for material damage caused as a result of the forced entry into the home of the Insured in accordance with the terms and conditions established in section d) of point 6.3.1.

6.4. Second Medical Opinion

The Company covers the provision of a Second Medical Opinion service by means of which the user may obtain an evaluation report of their case provided by internationally recognised experts with no need to travel and within a short period of time in the event of diagnosis of any of the serious illnesses listed below:

– Oncology
– Severe heart attack
– Heart valve pathology
– Myocardium wall pathology
– Heart electricity conduction disorders
– Heart artery pathology. By–pass surgery
– Arterials aneurisms
– Ischemic vascular pathology of extremities
– Strokes
– Spinal cord injury
– Degenerative and demyelinating diseases of the nervous system
– Organ transplants
– Reimplants of extremities after accidental amputation
– AIDS
– Severe loss of eyesight
– Ulcerous colitis
– Hepatitis
– Cirrhosis
– Chronic acute renal insufficiency
– Congenital syndromes and malformations

6.4.1. Benefits of the Second Medical Opinion service

This cover includes the following service benefits:

- Access to the opinion of recognised medical experts for any case.

- Access to an Internal Medical Consultant who will advise the patient and their family as to how to fill in the application form, tests to be attached, how to phrase questions to the expert, and even help to collect this information.

- Sending of all the diagnostic documentation to the specialist or specialists selected by the Company to produce the second opinion report.

- Editing and review of the second opinion report which includes: summary of the case, reason for the consultation, report from the selected expert doctors and the CV of each of the specialists acting in the second opinion process.

- Sending of the second opinion report to the home of the user.

- Continuous support from the Internal Medical Consultant prior to reception of the second medical opinion report and for subsequent understanding of the same and clearing up doubts.

- In addition, and if a patient decides to go to another province or abroad to receive treatment, the following support services are available:

  – Selection of experts and hospitals
  – Advice on transport for the patient
  – Help in arranging appointments with doctors and admission paperwork for international hospitals
  – Obtaining quotations, estimated costs of hospitalisation and any available discounts

The Company shall arrange for the Insured to receive the services referred to above, but under no circumstances shall it pay for the expenses arising as a result of the use of the same.

6.4.2. Use and provision of the services

User of this service means the Insured parties who are expressly listed in the Particular Conditions of the policy. In order for the Company to cover the provision of the services expressly provided for in this cover, the user must request the same by calling the telephone number supplied and providing the following information:

– Name of the Insured
– The policy number
– Address
– Contact telephone number
– Service(s) requested

In order to use the Second Medical Opinion service the Insured must provide their medical history and the first diagnosis made by the doctors who have attended them and they must also fill in and sign the application form.

6.5. Help at Home Services

Under this cover the Insured parties stated in the policy shall have access to the following Help at Home

Services:

6.5.1. Telepharmacy Service

This service shall be paid for by the Insured on acceptance of the quotation.

If the Insured needs some medicine, a partner of the Insurer shall go to the Insured's home within as short a time as possible to pick up the prescription required to purchase it. This partner will then go to the nearest chemist's to buy the medicine and deliver it by hand to the home of the Insured who will pay them for the cost of the medicine and the service and call-out fee.

If a prescription is not required to purchase the medicine, the partner of the Insurer will go straight to the chemist's without first going to the home of the Insured to buy the medicine and will then deliver it by hand to the home of the Insured, who will pay them for the cost of the medicine and the service and call-out fee.

The Insured must provide the trade name of the medicine and how it is supplied (pills, ampoules, flasks, capsules, emulsions, etc).

The Insured will pay for the Telepharmacy Service in cash and on delivery of the medicine.

Cases in which the medicine is no longer manufactured or is not available through the habitual distribution channels in Spain are excluded.

Drugs and medicines which can only be bought on presentation of the ID Card of the patient and those requiring special prescriptions for narcotics are excluded.

6.5.2. Sending Cleaning Personnel to the Home

This service shall be paid for by the Insured on acceptance of the quotation.

At the request of the Insured, the Insurer will arrange for the sending of cleaning professionals to help in the home, to clean and tidy it and to wash clothes.

This service must be requested at least two working days in advance of the date on which the service is to be provided.

The Insured shall pay for the fees of the said professionals and also for their call-out fee.

This service is subject to local availability.

6.5.3. Home Catering Service

This service shall be paid for by the Insured on acceptance of the quotation.

At the request of the Insured, the Insurer shall inform them about home catering companies (telephone numbers and addresses).

The Insured shall pay for the fees of the said companies and also for their call-out fee.

This service is subject to local availability.

6.5.4. Accompaniment Service

This service shall be paid for by the Insured on acceptance of the quotation.

At the request of the Insured, the Insurer will provide an accompaniment service for cases requiring specialist personnel to provide accompaniment for trips or convalescence in hospital or in the home.

This service must be requested at least two working days in advance of the date on which the service is to be provided.

The Insured shall pay for the fees of the said professionals and also for their call-out fee.

This service is subject to local availability.

6.5.5. Home Hairdressing and Chiropody Service

This service shall be paid for by the Insured on acceptance of the quotation.

At the request of the Insured, the Insurer will find and send a hairdresser or chiropodist to the home of the Insured. This service must be requested at least two working days in advance of the date on which the service is to be provided.

The Insured shall pay for the fees of the said professionals and also for their call-out fee.

This service is subject to local availability.

6.5.6. Pet Care Service

This service shall be paid for by the Insured on acceptance of the quotation.

The Insurer offers beneficiaries information and contacts for pet care services delivered by professionals and covering the following services:

- Washing and grooming.
- Pet exercising.
- Stays in pet residences.
- Sending pet food to the home.

This service must be requested at least two working days in advance of the date on which the service is to be provided.

The Insured shall pay for the fees of the said professionals and also for their call-out fee and the cost of any products used.

This service is subject to local availability.

6.5.7. Home Veterinary Care Service

This service shall be paid for by the Insured on acceptance of the quotation.

At the request of the Insured, the Insurer will find and send a professional veterinarian to the home of the Insured who will provide the care and treatment needed by the pet.

Services available are:

- Veterinary care.
- Transport to a veterinary clinic.
- Services on the death of the pet.
- Stays in pet residences.

The Insured shall pay for the fees of the said professionals and also for their call-out fee and the cost of any products used.

This service is subject to local availability.

Article 7. Death or Absolute and Permanent Disability due to Accident Cover

7.1. Description of the Cover

If the Insured has an accident and as a result of this accident they should die or suffer absolute and permanent disability, under this Cover the Insurer shall pay the Insured or the designated Beneficiary the sum stated in the Particular Conditions of the policy, provided that death or absolute and permanent disability and the accident occur while the policy is in force.

The payment of the sum insured as the result of the absolute and permanent disability of the Insured due to an accident entails the automatic termination of this Cover.

For the purposes of this Cover, absolute and permanent disability due to accident is defined as an irreversible physical and/or psychiatric condition that means that the Insured is totally and permanently unable to carry out any paid professional activity whether self-employed or as a salaried employee or to perform their daily activities normally as a result of an accident.

Disability will be deemed to be absolute and permanent and hence give rise to the entitlement to receive the benefit when it has been classified as such by a medical diagnosis issued by the Insurer's Medical Service.

In the event of discrepancy about the cause of death or disability, the parties undertake to resolve their differences by means of medical appraisers in the manner set out in Articles 38 and 39 of the Insurance Contract Act.

This Cover is complementary to the Burial Arrangements and Expenses Cover and shall be automatically terminated when the latter expires.

7.2. Requirements for receiving the benefit

The Beneficiary must request payment from the Insurer of the Sum Insured by submitting the Declaration of Claim Form accompanied by the following documentation:

– In the event of Death, Death Certificate and Certificate from the Court setting out in detail the determining causes of the Accident.

– In the event of Disability, Certificate from the doctors who have attended the Insured setting out the source, evolution and nature of the accident which has brought about the disability together with its degree and prognosis.

– Documents in proof of the personality of the Beneficiaries or their assignees, or of those who represent or should represent them for any reason.

– Certificate from the Registry of Last Wills and Testaments and if necessary a copy of the last will and testament of the Insured or a declaration of heirs ab intestato.

– Acquittance or certificate of exemption from Inheritance and Gift Tax.

– Particular Conditions of the policy and last paid premium bill.

– In the event of Disability, the Insured must accurately answer any questions put to them by the Insurer, provide any proof that may be requested and allow the Insurer's doctors to visit and examine them.

Article 8. Hospitalisation due to Illness and Accident Cover

8.1. Description of the Cover

The Insurer covers the payment to the Insured of the sum insured for each day that the loss lasts according to the provisions of the Particular Conditions.

During the compensation period established in the Particular Conditions, if as the consequence of illness or accident the Insured has to be hospitalised, the Insurer shall cover the payment of the sum insured for this Cover in accordance with the provisions of the Particular Conditions for uninterrupted stay in a medical centre, clinic or hospital.

Successive hospitalisations derived from the same cause shall be treated as a single period of hospitalisation.

In cases of hospitalisation for any type of childbirth whether single or multiple, normal or difficult, the Insurer shall make a single payment equivalent to ten times the sum insured set out in the Particular Conditions.

Payment of the sum insured shall be made by completed 24-hour periods from the time and date of the admission of the Insured to the medical centre, clinic or hospital. Under no circumstances shall any sums be paid for hospitalisations lasting less than 24 hours.

In addition if during the compensation period established in the Particular Conditions and as result of illness or accident, the Insured has to be hospitalised in an Intensive Care Unit, the Insurer shall cover the payment of an additional sum, equivalent to the sum insured taken out for this Cover, for uninterrupted stay in the ICU/HCU of a medical centre, clinic or hospital within the scope and limits laid down in the policy. Payment of the sum insured shall be made by completed 24-hour periods from the time and date of the admission of the Insured to the ICU/HCU of the medical centre, clinic or hospital.

In the case of Insured parties who are older than 69, this Cover is limited to Hospitalisation due to Illness and Accident in the event of surgery.

This Cover is complementary to the Burial Arrangements and Expenses Cover and shall be automatically terminated when the latter expires.

8.2. Scope of the Cover

The following rules shall be applicable:

8.2.1. Whether consecutively or in different time periods with intervals between them, no Insured party may be due a sum insured for illness and accident for the same process or for the same diagnosis for a time greater than the compensation period established in the Particular Conditions.

8.2.2. Even when the Insured suffers from a number of illnesses at the same time or a new illness should occur as the result of the clinical course of the illnesses initially declared, the sum insured shall be that stated in the Particular Conditions. If a new illness should be caused by a process that is different to those of the illnesses previously declared, a new compensation

period shall begin from the date when the last illness began.

8.3. Requirements for collecting the benefit

In order to apply for the sum insured for the Hospitalisation due to Illness and Accident Cover, the Insurer must be advised of admission to the medical centre, clinic or hospital within a maximum of 48 hours of the loss becoming known and the following documents must be sent:

– Declaration of Claim Form duly filled in and signed by the doctor who prescribed admission to the medical centre, clinic or hospital.

In the event of not having the Declaration of Claim Form the Insurer may be advised of the loss by means of a written statement signed by the doctor attending the Insured and specifying the following details:

– Name, surname(s), age and address of the Insured who has been hospitalised.

– Name, surname(s), address, medical board number, medical board and speciality of the doctor who is attending the Insured.

– Process which gave rise to the hospitalisation and the start date for the same.

– Date and time of admission and the medical centre, clinic or hospital to which the Insured has been admitted.

– Medical report stating the reason for admission and the treatment being given to the Insured.

– Probable discharge date of the Insured.

– Once the Insured has been discharged, the Insurer must be provided with documents in proof signed by the doctor and by the Administration Department of the centre to which the Insured was admitted and which state the exact period of admission, including the date and time when the Insured was discharged.

The Insurer may make such visits as it sees fit to check the condition of the Insured and may take such measures as it deems appropriate depending on the results of the said visits. If the Insured objects to a visit from the Insurer, the latter shall be released from its obligation to pay the sum insured, save in the case of objection by the doctor attending the Insured accompanied by a written statement of the grounds for objection from this doctor.

The Insured expressly agrees that in the event of a loss the Insurer may consult with the doctors who are attending or have attended the Insured about medical or clinical information concerning the Insured. The Insurer undertakes to respect the confidential nature of any information that may be given to it.

The Insurer is empowered to deem an illness to have terminated if the Insured should breach any of the Articles of these General Conditions or alternatively when the Insurer's doctor decides that an attempt is being made to prolong the illness by deceit.

If there is no agreement between the Insurer and the Insured as to the causes of the loss and the other factors which have a bearing on the setting of the compensation, both parties may mutually agree to submit any disputes which may arise from this Cover to arbitration in accordance with prevailing legislation.

The Insurer may make payments on account for the total amount of the loss in cases where the said arbitration takes more than 40 days.

Article 9. Educasa Teaching Assistance Cover

9.1. Description of the Cover

The Insurer will provide a Teaching Assistance service to any Insured party of school age who is specifically included in this Cover in the Particular Conditions in the event of illness and/or accident which means they are unable to leave home for more than 15 consecutive days.

The Insurer shall find and send a private teacher to the home of the student when the latter has been unable to leave home due to illness and/or accident for 15 consecutive days with the consequent interruption of their schooling.

This teacher shall teach the main subjects in the school year of the Insured for two hours per day from Monday

to Friday and following the official school calendar of the Ministry of Education and Culture.

The Insurer shall meet expenses derived from 10 hours teaching per week on the basis of two hours per day from Monday to Friday.

The benefit shall be provided as many times as may be necessary during the school year and shall terminate when the student has returned to normal schooling.

If the illness continues the provision of the service shall cease on the last day of the school year. In the event that when the next school year begins the student is still suffering from the same illness, the service shall be resumed.

Service provision shall be limited for each Insured to a maximum of 12 consecutive calendar months.

The benefits of this Cover are valid throughout Spain for any student attending a primary or secondary school in the country.

The same benefit may be provided under the same conditions if the student should be hospitalised as long as the hospital agrees and the doctors and personnel attending the student expressly give their consent.

This Cover is complementary to the Burial Arrangements and Expenses Cover and shall be automatically terminated when the latter expires.

9.2. Procedure in the event of a loss

In the event of a loss the Insured should notify the Insurer by phoning the latter's telephone service available from 8 am to 8 pm on working days.

The Insured must justify their claim with a medical certificate stating that they are unable to attend their school due to their illness or accident. The Insurer reserves the right to verify this certificate.

Once the Insurer has received the Insured's phone call it will immediately begin to make arrangements for sending a teacher to the home within as short a time as possible.

Nonetheless the Insurer shall have a maximum of 48 hours from the Insured's phone call in order to provide the service.

Article 10. Repatriation Cover

This Cover shall be applicable to all Insured parties of foreign nationality who have optionally taken out this Cover together with the Burial Arrangements and Expenses Cover and this is specified in the Particular Conditions.

The Insured party of foreign nationality must give proof that they are legally resident in Spain pursuant to prevailing legislation in order to receive the benefits of this Cover.

10.1. Repatriation Service

In the event of the death of the Insured in Spain or anywhere in the world, the Insurer will organise and arrange for the transport of the body from the place where death occurred to the international airport nearest to the place of burial in the country of origin of the deceased Insured as expressly designated in the Particular Conditions, after being told by the Insured's Beneficiaries which undertaker is to receive the mortal remains at this airport.

Likewise in European Union countries the Insurer will meet the cost of transfer from the international airport to the place of burial in the country of origin of the deceased Insured. In the rest of the world it will provide this cover up to a limit of €1,000 for transfer from the international airport to the place of burial of the deceased in their country of origin provided that burial is more than 30 km away from the international airport concerned. The Insurer will not make any arrangements in this respect but it will reimburse this sum to the Beneficiaries of the deceased Insured on submission of original invoices for expenses.

The cost of embalmment and administrative formalities, carriage, customs and paperwork are covered provided that the authorities do not raise any objections to the transport of the body, there are no intervening Acts of God and the transfer is made by the undertaker designated by the Insurer when the declaration of death is made.

Excluded from this Cover are burial and religious ceremony expenses, in which case the provisions of the Article concerning the Burial Arrangements and Expenses Cover and that stipulated in the Particular Conditions shall be applicable.

Transport that has not been notified to the Insurer in advance and for which relevant authorisation has not

been obtained is excluded. The transport of organs, tissues, cells and derivatives, embryos and foetuses is expressly excluded.

Transport in the event of the death of the Insured in countries which are in a state of war, insurrection or armed conflict of any type or nature, even when the same have not been officially declared, and in those cases in which transport is to a country in the same condition, is excluded.

In the event of wishing to use this Cover the interested parties should call the telephone number on the card given to each Insured and state the name of the Insured, the policy number, the location and a contact telephone number.

This Cover is complementary to the Burial Arrangements and Expenses Cover and shall be automatically terminated when the latter expires.

10.2. Accompanying of the mortal remains

The Insurer shall arrange and pay for a regular airline (tourist class) or train (first class) return ticket from Spain or from the country of origin of the Insured for the person designated by the assigns in order to accompany the body to the international airport nearest to the place of burial, except in the European Union where it will be to the place of burial in the country of origin of the deceased Insured that is expressly declared in the Particular Conditions.

10.3. Information Service

The Insurer shall provide all Insured parties with a free and continuous 24/7 service giving them all types of information about tourism, administrative formalities, health, travel conditions and local life, means of transport, accommodation, restaurants, street maps of the main European cities, road conditions, etc.

Article 11. Risks not covered by the Policy

11.1. The following risks are excluded from all the covers of the policy in addition to the specific limitations of each cover

a) Armed conflict (whether or not there has been an official declaration of war).

b) Riots and civil disturbance.

c) Nuclear reaction or radiation or radioactive contamination.

d) Flooding, hurricanes, storms, seismic movements and in general those events which, due to their magnitude and gravity, are classified by the national government as a national catastrophe or disaster.

e) Serious illnesses that are pre-existing at the time when the Insured party concerned is included in the policy, even when there is no specific diagnosis. Pre-existing means those illnesses which have evident symptoms or give rise to reasonable suspicion prior to the inception date of each cover taken out by the Insured person concerned.

11.2. Excluded risks specific to the Death or Absolute and Permanent Disability due to Accident Cover

a) Death or disability voluntarily caused by the Insured or by the Beneficiary of the insurance.

b) An accident in which the death of the Insured occurs due to heart attack.

c) Death or disability derived from accidents which happen to the Insured due to the effects of alcohol or the use of narcotics that have not been prescribed by a doctor.

d) Death or disability due to accident resulting from an act of criminal or serious negligence by the Insured and legally declared as such, and that arising from the participation of the Insured in illegal actions, challenges and fights, provided in the latter case that they were not acting in legitimate self-defence or attempting to save people or property.

e) Accidents that occur while travelling underwater or by air, in aircraft not authorised for passenger transport, in gliders and in hang gliders.

f) Accidents occurring when taking part in speed or skill competitions in motor vehicles in which the Insured is in the vehicle as a driver, co-driver or passenger.

g) When caving, scuba diving with self-contained underwater breathing apparatus or doing any other type of competitive sport.

h) Accidents stemming from the participation of the Insured in any manifestly reckless actions or events.

i) Death and disability brought about as a result of an accident occurring prior to the coming into force of this insurance policy.

j) Death and disability brought about as a result of surgery.

11.3. Excluded risks specific to the Hospitalisation due to Illness and Accident Cover

a) Accidents arising from participation in scientific expeditions or doing any sport as a professional and doing aerial sports, sports requiring the use of a motor vehicle and any other manifestly dangerous activities.

b) All constitutional and physical illnesses, whether chronic or not, and injuries or defects that are pre-existing at the time when the policy is taken out, even when there is no specific diagnosis, and their consequences and/or after-effects. Pre-existing constitutional and physical illness, injury or defect means those which have evident symptoms or give rise to reasonable suspicion prior to the inception date of each cover taken out by the Insured person concerned.

c) The consequences of war, public disorder, events officially declared to be extraordinary or catastrophic phenomena or epidemics, and the consequences of nuclear atomic energy, save those caused as a result of medical treatment using the said energy source.

d) Pathological processes whose sole manifestation is pain with no proof provided by diagnostic testing.

e) Accidents or illnesses maliciously caused by the Policyholder or Insured which entail serious peril for the health of the Insured such as interrupting or omitting medical treatment, and other damage brought about voluntarily by the Insured.

f) Illnesses and accidents arising from alcoholism and those arising from the consumption of drugs or narcotics, fights, challenges or attempted suicide.

g) Medical examinations, check-ups and stays in spas, rest homes, old people's homes and similar institutions are excluded.

h) Medical interventions or surgery and the consequences thereof which the Insured voluntarily submits to and which are not the consequence of accident or illness such as purely aesthetic treatments, except for repair surgery in the event of an accident or burns sustained while the insurance is in force.

i) Neurological illnesses which are not diagnosed and confirmed by diagnostic tests.

j) Psychosis, neurosis, psychopathy, personality disorder, depression or stress and any organic manifestations of a mental illness, that is to say psychosomatic illnesses.

k) People suffering from Acquired Immune Deficiency Syndrome (AIDS), its consequences and complications in any of its stages.

11.4. Excluded risks specific to the Educasa Teaching Assistance Cover

a) Cases of illnesses or accidents and their consequences prior to the date of registration for the Cover and known by the Insured prior to the inception date of the service.

b) Expenses incurred by the Insured, their relatives or representatives if they choose a person or company to provide the service set out in this Cover without the prior agreement of the Insurer.

c) Fraud, falsification or false statements. In this event the Cover terminates immediately and any benefits received must be reimbursed by the Insured.

d) Congenital illnesses.

Article 12. Completion of the Contract

This Contract is completed by the consent given by both parties as expressed by the Company's and the Policyholder's signature on the policy. The covers provided for in the contract shall come into force on the day stated in the Particular Conditions once the single premium or the premium for the first annual period of the insurance or the instalment agreed for the same has been paid.

Article 13. Lifetime of the Contract

The lifetime of the contract is established for the period specified in the Particular Conditions. When this period finishes, the Contract will be deemed to be extended automatically for another year, and so on successively at the end of each annual period. This automatic extension can be opposed by both the Policyholder and the Company by means of written notification to the other party given two months prior to the termination of the then current policy period.

Nevertheless, the Insurer must allow the tacit extension of the Burial Arrangements and Expenses and Death Assistance Covers provided that the payment of the premiums of the policy is up-to-date.

When the Burial Arrangements and Expenses Cover is taken out with a single premium payment, the lifetime of the policy is set as being until the death of the Insured included in the policy.

Article 14. Payment of premiums

Insurance premiums are annual unless the Insurance has been taken out for a shorter period of time or by means of a single premium. Nonetheless, it may be agreed to divide the payment of annual premiums into instalments which must all be paid until the cost of the annual premium is met.

The payment of the first premium shall be made at the time the Contract is completed and successive payments shall be made on their respective due dates as stated in the Particular Conditions of the policy.

If for reasons attributable to the Policyholder the first premium or instalment thereof has not been paid, the Insurer shall be entitled to deem the contract to be terminated and without effect, or it may demand enforcement of the payment of the first premium against the Policyholder under summary procedure on the basis of the policy.

If the first premium or instalment thereof has not been paid prior to the occurrence of a loss, the Insurer shall be released from all its obligations.

There will be a grace period of one month from the due date for payment of successive annual premiums or instalments thereof. Once this period has ended, the covers of the contract shall be suspended until 24:00 hours on the day after the payment has actually been made.

The insurer may claim payment of the first annual premium or of the instalments thereof within the six months following the due date of the same, and should the Insurer not make this claim within the said period the contract shall be deemed to have expired.

In any event, when the contract is suspended the Insurer may only demand payment of the premium for the then current period.

The payment address for the premiums will be that of the Policyholder unless a different place is stipulated in the Particular Conditions of the policy.

If payment of premium bills through direct debit is agreed, the Policyholder shall give the Company a letter addressed to their bank or savings bank with a payment order, and undertakes to notify the Insurer of any changes in the direct debit arrangements. Non-payment arising from breach of this obligation shall not harm the Insurer, and the consequences thereof shall be governed by that laid down for non-payment of premiums.

The payment of legally recoverable taxes of any type, either existing or created in the future, that accrue due to this insurance or in connection with the same shall be made by the Policyholder or the Insured.

Article 15. Basis of the contract

The basis of this contract is the declarations made by the Policyholder in the application or in the proposal made by the Insurer, and in the questionnaire presented by the latter and filled in by the Policyholder and the Insured, and which form the grounds for acceptance of the risk by the Insurer and shall determine the rights and obligations arising from this contract for both parties.

If the content of the policy should differ from the proposal or from the insurance application, the Policyholder may ask the Insurer to rectify the differences within a period of one month starting from the date on which the policy is issued. If the Policyholder has not asked the Insurer to make any rectifications within this period, the provisions of the policy shall be acted upon.

In the event of there having been reservations or inaccuracies in the declarations of the Policyholder or of the Insured when answering the Questionnaire drawn up by the Insurer, the latter may cancel the Contract by sending a written statement to that effect to the Policyholder within a period of one month from the time when the reservations or inaccuracies become known to it.

Should the Insured's date of birth be incorrectly stated, the Insurer can only contest the contract if their real age at the time when the Policy comes into force is outside the admissible limits established in Article 16 of these General Conditions.

Article 16. Obligations, Duties and Powers of the Policyholder or of the Insured

16.1. Before signing the Contract, the Policyholder or the Insured must make a declaration of all the circumstances known to them which may affect the evaluation of the risk by the Insurer, and in particular must give detailed answers to the questions in the questionnaire provided to them. They will be released from this duty if the Insurer does not give them the questionnaire or when, even though it does, the circumstances which may affect the evaluation of the risk are not included in the questionnaire.

16.2. During the time when the Contract is in force, the Policyholder or the Insured must declare:

a) Any circumstances that may increase the risk and are of such a nature that had they been known by the Insurer before the Contract was signed, it would not have agreed to cover the risk or it would have done so but only under more onerous conditions for the Policyholder. In this case, the Insurer may propose a modification to the Contract to the Policyholder within two months from the time of the Policyholder's declaration of increased risk.

The Policyholder has a period of fifteen days in which to accept or reject the said proposal; in the event that the Policyholder rejects it or does not give any answer, the Insurer may, after this period has elapsed, cancel the Contract and give the Policyholder another period of fifteen days, after which and within the eight following days, the Insurer must notify the Policyholder of the definitive termination of the contract. The Insurer shall also be able to terminate the Contract by giving written notification to the Policyholder within one month from the day that it became aware of the increased risk.

In the event that the reservations or inaccuracies in the declarations of the Policyholder or of the Insured or the increase in the risk have not been declared prior to the occurrence of a loss, the benefit paid by the company shall be reduced in proportion to the difference between the agreed premium and that which would have been applied had it known of such circumstances, provided that the Policyholder and the Insured have acted in good faith.

If the Policyholder or Insured has acted fraudulently or in bad faith, the Insurer shall be released from any obligation to provide the corresponding benefit.

b) Likewise, the Policyholder or the Insured may declare during the time when the Contract is in force those circumstances that decrease the risk and are of such a nature that had they been known by the Insurer before the Contract was completed, it would have been signed under more favourable conditions for the Policyholder or Insured. In such circumstances, when the then current policy period finishes the Insurer must reduce the price of the next premium in proportion, and if this is not done the Policyholder or the Insured shall be entitled to cancel the Contract and to be reimbursed for the difference between the premium they paid and the one they would have had to pay from the time when they informed the Company about the reduction in the risk.

In this case in which the premium paid is greater than that which should have been collected by the Insurer, the latter shall be obliged to reimburse the excess premium payment it has received without interest.

16.3. The Policyholder, and if applicable the Insured or Beneficiary, must notify the Insurer of any change of address in writing. In the event of a change of town, the contract shall be adjusted to the funeral services available in the new town and the Insurer undertakes to issue an addendum to that end.

Article 17. Communication between the parties taking part in the Contract

17.1. All communications must be made in writing. Communications for the Insurer may be sent directly to the Insurer at its corporate address or to its branches or alternatively via the agent who acts in the contract and whose name is given in the Particular Conditions.

17.2. Notifications from the Company shall be sent to the address of the Policyholder stated in the policy.

17.3. Communications sent by an Insurance Broker on behalf of the Policyholder shall have the same effect as if they had been sent by the Policyholder, unless otherwise indicated by the latter.

17.4. Communications from the Policyholder to the Insurance Agent who is brokering or has brokered the Contract shall have the same effect as if they had been sent directly to the Insurer.

Article 18. People who may be insured

Unless otherwise agreed, all people who have an actuarial age equal to or less than 69 on the date of the inclusion of the Insured in this policy may be insured.

In the case of the Death or Absolute and Permanent Disability due to Accident Cover, unless otherwise agreed all people who have reached an age between 14 and 64 qualify for the death cover, and those who are aged 64 or under may be insured under the Absolute and Permanent Disability Cover.

In the case of the Hospitalisation due to Illness and Accident Cover, unless otherwise agreed all people aged 64 or under may be insured.

In the case of the Educasa Teaching Assistance Cover, unless otherwise agreed all people aged between 6 and 17 may be insured.

Article 19. Waiting periods

Unless otherwise agreed the following waiting periods are established for each of the covers:

19.1. For the Burial Arrangements and Expenses, Death Assistance, Family Care, Educasa Teaching Assistance and Repatriation Covers, there is a waiting period of 20 days from the date on which the Insured is included in the policy.

19.1.1. When the Burial Arrangements and Expenses Cover is taken out using the Single Premium system, the waiting period for the Burial Arrangements and Expenses and Death Assistance Covers is 12 months from the date on which the Insured is included in the policy.

19.2. Unless otherwise agreed the following waiting periods are established for the Hospitalisation due to Illness and Accident Cover:

19.2.1. Three months from the date of registration of the said Cover for the Insured person concerned as stated in the Particular Conditions, save in the case of an emergency medical prescription.

19.2.2. In the event of pregnancy and childbirth, and regardless of the provisions of the previous paragraph, the waiting period shall be twelve months from the date of registration of the said Cover for the Insured person concerned as indicated in the Particular Conditions.

19.3. The waiting periods shall be automatically annulled if the loss is the result of an accident.

Article 20. Designation and change of Beneficiaries

20.1. Designating and changing Beneficiaries is the sole and exclusive right of the Policyholder.

20.2. The designation of Beneficiaries may be made in the policy, in which case it shall be stated in the Particular Conditions, in a subsequent declaration made in writing to the Insurer or in a Last Will and Testament.

20.3. Any change in the designated Beneficiary must be made in the same way as specified for designation.

20.4. If the Beneficiaries are not designated and identified by their names but rather generically as "the spouse", "the children", or "the heirs", the said designation shall interpreted in the following way:

- Spouse: the person who is the Insured's spouse at the time of the Insured's death.
- Children: all descendants with the right to inheritance.
- Heirs: those who have that status at the time of the Insured's death.

In all three cases it must be stated whether they are the spouse, children or heirs of the Policyholder, of the Insured or of another person. In the event that this has not been specified, rights shall belong to the spouse, children or heirs of the Policyholder.

20.5. Finally if at the time of the Insured's death there is no designated Beneficiary or rules for the determination of the same, the sum shall be assigned to the Policyholder.

Article 21. Territorial Scope

The Covers of this insurance contract are valid, unless otherwise agreed or stipulated, in the entire world provided that the Insured lives in Spain. Any compensation shall be paid in Spain and in Spanish currency.

Article 22. Automatic annual revaluation of the Sum Insured

At the end of each annual period of the insurance, the sum insured for each of the covers that have been taken out shall be revalued in line with a fixed accumulative percentage which is stated in the Particular Conditions of the policy. The amount of the sum insured for each annual period of the insurance shall be determined by applying the aforementioned percentage to the sum insured for the immediately previous annual period. The resultant increases in the premium will be reflected in the bill sent to the Insured.

Article 23. Legislation and Competent Jurisdiction

This insurance contract is subject to Spanish jurisdiction and within the same the competent judge for any actions derived from this insurance contract shall be the one in the residence of the Insured, and any agreement to the contrary shall be null and void. Applicable law shall be that of Spain.

Article 24. Prescription of actions derived from the Contract

All actions that may be derived from this Contract shall prescribe after five years.

Article 25. Information and protection of the Insured

The Ministry of Economy, through the General Directorate of Insurance and Pension Funds, is responsible for controlling insurance activities and protecting the Insured when taking out insurance policies and in maintaining contractual balance in insurance contracts which have already been signed.

The Company has a Customer Service Department to attend to and resolve claims submitted by policyholders or insured persons, and which is the instance prior to filing complaints with the General Directorate of Insurance and Pension Funds in compliance with the provisions of the Financial System Reform Measures Act 44/2002.

The claims filed with this Department must be submitted in writing and shall be resolved in writing and with a justification.

Likewise the policyholder, insured, beneficiary and/or successors-in-title of any of the foregoing may file claims with the General Directorate of Insurance and Pension Funds in the Ministry of Economy.

An essential requirement for a claim to be admitted by the General Directorate of Insurance and Pension Funds is that the insured can give proof of having previously filed the claim with the Company's Customer Service Department and that a period of more than two months has passed since the date the claim was filed without it having been resolved by the said Department, or the claim has not been admitted, or it has been admitted only to be rejected.

Article 26. Risks Covered by the Insurance Compensation Consortium

This cover shall only be applicable as a complement to the Death or Absolute and Permanent Disability due to Accident Cover.

In accordance with the provisions of the rewritten text of the Legal Statute of the Spanish Insurance Compensation Consortium (Consorcio de Compensación de Seguros) approved by Royal Legislative Decree 7/2004, dated 29 October, and modified by Act 12/2006, dated 16 May, the policyholder of an insurance contract of the type which is obliged to include a surcharge in favour of the abovementioned public business entity is entitled to arrange cover of extraordinary risks with any insurance entity which meets the conditions required by prevailing legislation.

Compensation deriving from losses caused by extraordinary events occurring in Spain and which affect risks located therein, and also those occurring abroad when the habitual residence of the insured is in Spain, shall be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges in its favour, and any of the following situations should arise:

a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurance company.

b) That, even though covered by the said insurance policy, the obligations of the insurance entity could not be met because it has been legally declared to be in a state of bankruptcy or because it is subject to a process of audited settlement or this has been assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with that set out in the abovementioned Legal Statute, in the Insurance Contract Act 50/1980, dated 8 October, in the Extraordinary Risks Insurance Regulations, approved by Royal Decree 300/2004, dated 20 February, and in supplementary provisions.

Summary of legal rules

1. Extraordinary events covered

a) The following natural phenomena: earthquakes and seaquakes, extraordinary flooding (including battering by waves), volcanic eruptions, uncharacteristic cyclones (including extraordinary winds with gusts over 135 kph and tornadoes) and the falling of meteorites.

b) Those caused violently as a result of terrorism, rebellion, sedition, riots and civil disturbance.

c) Acts by the armed forces and law enforcement agencies in peacetime.

2. Excluded risks

a) Those which do not qualify for compensation under the Insurance Contract Act.

b) Those sustained by persons insured by an insurance contract other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.

c) Those produced by armed conflict, even though there has been no prior official declaration of war.

d) Those caused by nuclear energy, without prejudice to the provisions of the Nuclear Energy Act 25/1964, dated 29 April.

e) Those caused by natural phenomena other than those referred to in Article 1 of the Extraordinary Risks Insurance Regulations and, in particular, those produced by rises in the level of the water table, landslides or land settling, rock falls or similar phenomena, except where these are manifestly caused by the action of rainwater which, in turn, has led to extraordinary flooding in the area and they have occurred at the same time as said flooding.

f) Those caused by tumultuous acts occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Organic Act 9/1983 dated 15 July, and during the course of legal strikes, except where these acts may be classified as extraordinary events pursuant to Article 1 of the Extraordinary Risks Insurance Regulations.

g) Those caused by the bad faith of the insured.

h) Those relating to losses that have taken place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the cover of the Insurance Compensation Consortium is suspended or the insurance is cancelled due to non-payment of premiums.

i) Those losses which, due to their magnitude and gravity, are classified by the national government as a "national catastrophe or disaster".

3. Extension of the cover

Cover of extraordinary risks shall extend to the same persons and sums insured as have been established in the policy for the purposes of ordinary risks.

In the case of life insurance polices which, in accordance with the provisions of the contract and in compliance with private insurance regulations, generate a policy reserve, the cover of the Consortium shall refer to the capital at risk for each insured person, that is to say the difference between the sum insured and the policy reserve which, in compliance with the aforementioned regulations, the insurance entity which issued it must have duly constituted.

The amount corresponding to the said policy reserve shall be paid by the aforementioned insurance company.

Procedure in the case of a loss that can be compensated by the Insurance Compensation Consortium

Should a loss occur, the insured, policyholder, beneficiary or their respective legal representatives must, either directly or through their insurance company or insurance broker, report the occurrence of the loss within a maximum of seven days of it coming to their knowledge to the relevant regional office of the Consortium depending on where the loss took place. This notification should be made using the form provided for this purpose, which is available from the Consortium's website (www.consorseguros.es), from its offices or from those of the insurance company, and to which the documentation required by the nature of the injuries should be attached.

In the event of queries about the procedure to be followed, the insured may call the Insurance Compensation Consortium helpline on 902 222 665.