Sanitas Asistencia Familiar iPlus

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PARTE DE Bupa

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BENEFITS SUMMARY TABLE

This table summarises the core and optional benefits of the policy. In all cases the terms and conditions of this policy shall apply.

CORE BENEFIT

DEATH

1. Funeral service
2. Child care service due to death of the insured
3. Psychological care
4. National transfer due to death
5. Companion in the event of transfer due to death in Spain
6. Subsistence expenses for companion in the event of death
7. International transfer due to death
8. Companion in the event of transfer due to death abroad
9. Subsistence expenses for companion in the event of death abroad
10. Home help for the family in the event of travelling with the deceased insured
11. Assistance for the companions of the deceased insured abroad.
12. Care for children under eighteen years old of the insured deceased during a trip.
13. Legal aid in the event of death or disability.
    - 13.1. Obtaining documentation
    - 13.2. Extrajudicial advice
    - 13.3. Processing of pensions
    - 13.4. Processing of the declaration of heirs, of the public deed of acceptance or refusal of the inheritance and registration in the Land Registry

OPTIONAL BENEFITS

ACCIDENTS

1. Death due to accident
2. Partial permanent disability due to accident
3. Death due to a road accident

TRAVEL ASSISTANCE

1. Ambulance transfer in the event of illness or accident in Spain
2. Trip cancellation
3. Dispatch of documents and personal effects left behind

4. Delay or cancellation of the trip or missed connections
5. Reimbursement of expenses due to a delay in delivering baggage
6. Localisation of baggage
7. Travel expenses of a companion to the hospitalised insured
8. Home help for the family in the event of travelling with the hospitalised insured
9. Subsistence expenses for a companion in the event of hospitalisation of the insured
10. Assistance for children under sixteen years old of the insured hospitalised during the trip
11. Early return of the insureds who are travelling
12. Information service for travel abroad
13. Emergency medical expenses as a result or serious illness or accident abroad
14. Extension of the hotel stay abroad
15. Advance on funds due to accident, illness or theft abroad
16. Advance on bail and lawyer's fees abroad.
17. Deposit for hospitalisation abroad
18. Interpreter in the event of hospitalisation abroad
19. Healthcare repatriation in the event of serious illness or accident abroad
20. Administrative proceedings service for hospitalisation
21. Assistance for the companions of the hospitalised insured abroad
22. Dispatch of a specialist doctor abroad
23. Dispatch of medicines abroad
24. Assistance information and urgent messages service
KIDS CARE
1. Care connection
2. Birth prize
SENIOR CARE
1. Comprehensive geriatric assessment
2. Tele-assistance service
2.1. Emergency procedures and instant attention
2.2. Monitoring and attention during travel
2.3. Localisation and dispatch of care services
2.4. Personalised monitoring of the insured and their environment
2.5. Information for relatives in the event of a claim, incidents in the service provision and evolution of the insured's condition

3. Care training programme
4. Relative respite
5. Connection with repairers
6. Property survey
7. Cleaning of the property
8. Post-hospital care
COMPREHENSIVE LEGAL PROTECTION
1. Specialised legal helpline
2. Claim for damages
3. Criminal defence
4. Administrative law
5. Consumer law
6. Employment law and social security
7. House
8. Tax
9. Family law
10. Processing of voluntary jurisdiction files and notarial and registry actions
11. Processing of vehicle driving fines
12. Contact with lawyers and officers of the court
ASSISTANCE FOR RESIDENTS IN SPAIN

GENERAL CONTRACT TERMS AND CONDITIONS

GENERAL CONTRACT TERMS AND CONDITIONS

Preliminary clause
BASIS OF THE CONTRACT

1. This policy, except for the Comprehensive Legal Protection benefit, has been taken out under co-insurance, with the specified percentages, with the following co-insurance companies that form the co-insurance table:

SANTA LUCÍA, S.A., Compañía de Seguros y Reaseguros: 50%.

SANITAS, S.A. de Seguros: 50%.

This co-insurance is set out in a single policy, issued by SANTA LUCÍA, SA, Compañía de Seguros y Reaseguros (hereinafter, SANTALUCÍA), which will be signed by the policyholder/insured and the other co-insurance company, therefore, being fully valid for both companies. If supplements or appendices are released, SANTALUCÍA will issue a single document that will also be signed by all co-insurance companies, except for those referring to the premium update, which will be signed by SANTALUCÍA only on behalf of the entire co-insurer table. Consequently, the policyholder/insured will only sign the contract documents issued by SANTALUCÍA.

For the premium to come into effect, SANTALUCÍA will issue and present for payment one receipt for all the shares. Payment will clear the policyholder's debt with each of the co-insurance companies, without affecting the payments between said co-insurance companies that would subsequently take place.

In their relationships with the policyholder and the insureds, the co-insurance companies will always be represented by SANTALUCÍA, even when declaring, processing or settling claims.

All communication from the co-insurance companies to the policyholder/insured shall be sent by SANTALUCÍA.

The exercise of legal action of any kind against the policyholder or insureds corresponds to SANTALUCÍA on behalf and in representation of all the co-insurance companies.

Likewise, the representation of SANTALUCÍA extends to all possible legal and arbitration proceedings and mediation in civil and commercial affairs that the policyholder or insured may bring. Therefore, the policyholder or insureds may bring their possible demand or claim against SANTALUCÍA only, which shall also act in representation of the other coinsurance company.

The policyholder or insured and the co-insurance companies agree to the content of this contract by signing it, understanding that the above and the preceding clauses do not mean that the co-insurance companies jointly meet the obligations undertaken through this policy. The liability undertaken by each of them is their own and independent from that of the other co-insurance companies, which is determined according to the percentages set in the co-insurance table and without being able to demand, for any reason, the payment of compensation that exceeds that resulting from applying these percentages.

2. This policy has been taken out based on the statements made by the policyholder/insured in the application form - questionnaire that they have filled out and the reason that the co-insurance companies accept the risk, undertaking, on their part, the obligations derived from the contract in exchange for the corresponding premium.

3. The application form - questionnaire signed by the policyholder/insured and this policy constitute a unitary whole basis of the insurance that only covers, within the agreed limits, the risks specified therein.

4. If the contents of this policy differ from the agreed clauses, the policyholder/insured may ask SANTALUCÍA to correct the discrepancy within one month of receiving the policy. If no such request is received within this period, the terms and conditions of the policy shall apply.

5. If the date of birth of the insureds is incorrect, SANTALUCÍA may only challenge the contract if the actual age of the insured when the contract comes into force exceeds the admission limits set out in the contract. If as a result of an inaccurate declaration of the insured's age, the premium payable is lower than the premium that should apply, SANTALUCÍA may claim from the relatives of the deceased insured the amount corresponding to the proportional part of the services provided by SANTALUCÍA, according to the premium that the policyholder should have paid.

Clause 1.
DEFINITIONS

This contract uses the following definitions:

1. Accident

Physical harm caused by a violent, sudden, external cause and unintended by the insured, which results in permanent disability or death.

For these purposes, road accidents are those that the insured may suffer:

a) As a pedestrian, cause by a vehicle.
b) As the driver or passenger of a land vehicle.
c) As a user of public transport.

2. Insured

The physical person who holds the interest included in the contract who, in the absence of the policyholder, assumes the obligations resulting from the contract.

3. Beneficiary

The person designated in the policy to receive the amounts payable as a result of the death of the insureds from the insurer, except for the amount corresponding to the services provided charged to the insurer.

In the Accidents benefit, any compensation payable due to permanent disability will be received by the insured.

If at the time of death a beneficiary has not been specifically designated or the designation is void, the compensation will be paid, in preferential and mutually exclusive order, to the persons who, with respect to the deceased insured, are:

- **Their children, equal share. If any of them have passed away, their share will be given to their children and if there are children, it will be shared among the living children of the insured.**
- **Their spouse, provided that they are not separated, legally or de facto**
- **Surviving parents.**
- **Surviving grandparents.**
- **Surviving siblings.**
- **In the absence of all of the above, the legal heirs of the deceased insured.**
- **Failing that, the compensation will become part of the policyholder's estate.**

In the event that the beneficiary fraudulently causes the claim, the designation in their favour will be void.

4. Dependency

The permanent condition of the insured aged over sixty-five who, for reasons due to age, illness or disability, and

associated to lack or loss of physical, mental, intellectual or sensory independence, require the care of another or other person or significant help to do basic everyday tasks or, in the case of people with intellectual disabilities or mental illness, other support for their personal independence.

5. Address of the policyholder

The address that appears in the policy, which shall be considered the policyholder's place of residence for all purposes.

6. Co-insurance Companies

SANTA LUCÍA, S.A., Compañía de Seguros y Reaseguros and SANITAS, S.A. de Seguros, who take on the risk agreed in the contract at 50% each.

7. Permanent disability

Anatomical loss or permanent and irreversible partial or total functional reduction caused by an accident, of any organ or limb or faculties of the insured.

8. Waiting periods

Time during which, once the policy comes into effect, the insured is not covered if a claim arises.

9. Policy

The document that contains the terms and conditions governing the insurance.

The General, Individual and Special Terms and Conditions that personalise the risk and the supplements or appendices that are added to complement or modify the contract are an integral part of the policy.

10. Premium

The price of the insurance. The bill will also contain any surcharges or taxes applicable by law.

11. Service

The services and procedures necessary for the burial or incineration of the deceased insured in the place appointed by their family within Spain.

The service to provide shall be defined by SANTALUCÍA according to the characteristics and customs of the place of death and the place of burial or incineration.

12. Loss

The occurrence of any event that determines any service covered by the co-insurance companies through the application of the benefits taken out in the policy.

13. Sum insured

The maximum payable by the co-insurance companies for each claim.

14. Policyholder

The person who, together with the co-insurance companies, signs this contract, and to whom the obligations resulting from it correspond, except for those that, given their nature, must be fulfilled by the insured.

15. Travel

When the insured travels more than 100 kilometres from their place of residence or abroad for less than three months.

Clause 2.
FORMALISATION AND INCEPTION OF THE CONTRACT

The contract is formalised through the consent given by the contracting parties signing the policy. **The benefits taken out and their amendments or additions shall not come into effect until the premium has been paid, unless agreed otherwise.**

If either party delays meeting these two requirements, the obligations of the co-insurance companies shall start at midnight on the day on which they are met.

The Death benefit shall not come into effect until TWO MONTHS after the first premium has been paid by the policyholder, except under the following circumstances:

a) When the insured dies as a consequence of an accident.

b) When insureds were included on another death insurance policy from either of the co-insurance companies immediately before.

In these cases, the Death benefit shall come into effect according to the first two paragraphs of this clause.

Clause 3.
INSURANCE DURATION

This insurance is taken out for one year. At the end of this period, it will be tacitly extended for one more year, and so on, unless the policyholder opposes the extension, in which case they must notify **SANTALUCÍA, on behalf of and in representation of all the co-insurance companies,** by means of a written notification, submitted one month prior to the current insurance term ending.

Clause 4.
CONTRACT AMENDMENTS

New insureds shall be subject to Clauses 2 and 3 of these General Terms and Conditions from the day they are recorded in the corresponding supplement, provided that it has been signed by the parties and the policyholder has paid the corresponding premium increase, unless agreed otherwise.

If the policyholder or any insured changes address, they should notify Santalucía or the co-insurance companies, which will make the corresponding amendments to the insurance contact.

Every year, and two months before the contract expires, SANTALUCÍA will notify the policyholder of the insurance premium for the insurance year based on the premium rate in force, and the policyholder may oppose the extension of the contract up to one month before it expires.

Clause 5.
AUTOMATIC REVALUATION OF THE INSURED SUMS

It is agreed that the insured sums of the **Accident and Comprehensive Legal Protection** benefits and their corresponding premiums will be automatically modified at the end of each insurance year, in accordance with fluctuations of the Consumer Price Index published by the National Institute of Statistics or the body that replaces it.

Clause 6.
NOTIFICATIONS

All notifications from the parties included in the contract must be sent in writing via any means of proven authenticity that enables the veracity of the date sent, date received and content to be verified.

Clause 7.
APPLICABLE LAW

Spanish law shall apply this insurance contract.

Clause 8.
EXTRAORDINARY RISKS. INSURANCE COMPENSATION CONSORTIUM

Compensation for extraordinary risks shall be paid by the Spanish Insurance Compensation Consortium.
Below is a summary of the regulations governing the Spanish Insurance Compensation Consortium cover.

Compensation from the Spanish Insurance Compensation Consortium for losses caused by extraordinary events in personal insurance clause

(Resolution of 28th March 208 of the General Directorate of Insurance and Pension Funds. B.O.E. no. 92, of 16th April 2018)

Pursuant to the consolidated text of the Legal Statute of the Spanish Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29th October, the policyholder of any insurance policy that must include a surcharge in favour of this public business entity may arrange cover for extraordinary risks with any insurance company that meets the conditions demanded by current law.

Compensation associated to claims arising from extraordinary events that occur in Spain and abroad, when the place of residence of the insured is in Spain, will be paid by the Insurance Compensation Consortium if the policyholder has paid the corresponding surcharges and if any of the following situations arise:

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

b) Even if it is covered by the insurance policy, the insurance company is unable to fulfil its obligations because it has been declared legally in bankruptcy or it is undergoing a liquidation procedure supervised or undertaken by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the aforementioned Legal Statute, Act 50/1980, of 8th October on Insurance Contracts, the Extraordinary Risk Insurance Regulations, approved by Royal Decree 300/2004 of 20th February, and in the supplementary provisions.

I. SUMMARY OF THE LEGAL REGULATIONS

1. Extraordinary events covered

a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120km/h, and tornadoes); and the fall of astral bodies and meteors.

b) Violent events as a consequence of terrorism, rebellion, sedition, mutiny and popular revolt.

c) Action by the armed forces or the security forces during peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of astral bodies must be certified, at the request of the Insurance Compensation Consortium, through reports issued by the Spanish national weather service (AEMET), the Spanish National Geographic Institute and other appropriate public bodies. In the case of political or social events and in the event of damage caused by acts or the actions of the armed forces or security forces or bodies during peacetime, the Insurance Compensation Consortium may gather information on the events from the appropriate courts and administrative bodies.

2. Risks excluded

a) Those which do not result in compensation according to the Insurance Contract Act.

b) Those caused to persons covered by insurance contracts other than those in which the Insurance Compensation Consortium surcharge is compulsory.

c) Those caused by armed conflict, even if there has been no official declaration of war.

d) Those derived from nuclear power, notwithstanding the provisions of Act 2/2011, of 27th May on civil liability for nuclear damage or damage caused by radioactive material.

e) Those arising from natural phenomena other than those set out in section 1.a) and in particular, those caused by a rise in the water table, movement of hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these were manifestly caused by the action of rainwater that has caused an

extraordinary flood situation in the area and these events occurred at the same time as said flood.

f) Those caused by tumultuous activities occurring during the course of rallies and demonstrations held in accordance with Organic Law 9/1983 of 15th July, governing the right to assembly, or during the course of legal strikes, unless the aforementioned activities could be classified as one of the extraordinary events set out in section 1.b).

g) Those caused by a lack of good faith on the part of the insured.

h) Those corresponding to claims occurring before the first premium has been paid or when, in accordance with the Insurance Contracts Act, the Insurance Compensation Consortium cover has been suspended or the insurance has been terminated due of failure to pay the premiums.

i) Claims that due to their magnitude and severity are classified by the national government as a natural catastrophe or calamity.

3. Scope of the cover

1. Cover for extraordinary risks shall reach the same people and the same insured sums as those set out in the insurance policy for the ordinary risks cover.

2. For life insurance policies that, in accordance with the terms and conditions of the contract and pursuant to the regulations governing private insurance, generate a mathematical provision, the Insurance Compensation Consortium cover shall refer to the capital at risk for each insured, that is, the difference between the insured amount and the mathematical provision that the issuing insurance company must have set up. The amount corresponding to the mathematical provision shall be covered by the aforementioned insurance company.

4. Reporting damages to the Insurance Compensation Consortium

1. In order to claim for damages covered by the Insurance Compensation Consortium, the policyholder, insured, beneficiary or whoever acts on behalf of these or the insurance company or the insurance broker who set up the policy must send the claim to the consortium.

2. Damages can be reported and any information associated to the procedure and the status of claims can be obtained:

- By calling the Insurance Compensation Consortium helpline (900 222 665 or 902 222 665).

- On the Insurance Compensation Consortium website (www.consorseguros.es).

3. Damage assessment: Indemnifiable damages in accordance with insurance law and the content of the insurance policy shall be assessed by the Insurance Compensation Consortium, without it being bound by the valuations, where applicable, that the insurance company that covers ordinary risks may have made.

4. Payment of compensation: The Insurance Compensation Consortium shall pay the beneficiary of the policy the compensation via bank transfer.

INCEPTION OF CERTAIN BENEFITS

Clause 9.
INCEPTION OF THE KIDS CARE, ACCIDENTS AND SENIOR CARE BENEFITS

It is expressly agreed that the **Kids Care** benefit will be in force until the end of the insurance year in which the insured turns seventeen years old.

At the end of this insurance year, the **Kids Care** benefit will be replaced by the **Accidents** benefit until the end of the insurance year in which the insured turns sixty-five years old, without affecting, with express agreement between the policyholder and co-insurance companies, the option to extend the **Accidents** benefit. In this case, the benefit will be valid for the rest of the insured's life or until the premium is no longer paid.

When the insurance year in which the insured turns sixty-five years old ends, the **Senior Care** benefit shall come into effect.

PURPOSE AND SCOPE OF THE POLICY

Clause 10.
CORE BENEFIT

Within the limits set out in the terms and conditions of this policy, the co-insurance companies guarantee provision of the services agreed therein, if the events whose cover is specified below arise:

DEATH

1. Funeral service

If each of the insureds on this policy die, SANTALUCÍA, on behalf and in representation of the co-insurance companies, guarantees, as the sole provider, that the agreed funeral service will be held through entities or other professionals hired by SANTALUCÍA to provide this service.

If SANTALUCÍA, on behalf and in representation of the co-insurance companies, were unable to provide the service for reasons beyond its control, force majeure or because the service was provided through other means to those offered, the co-insurance companies will be obliged to pay the insured sum to the deceased insured's heirs, and is not liable for the quality of the services provided.

This benefit applies to all of the insureds on this policy, regardless of their profession or the cause of death, except for the risks excluded in the terms and conditions of the policy.

Unless agreed otherwise, people over 75 years old when applying for the insurance or who have a serious illness when taking out the policy are not insurable.

Likewise, the insurer guarantees, as the sole provider, that a special funeral service will be held in the event of the death of the children of the insureds included in this policy, if it occurs during the gestation period or before reaching thirty days of age, **after which they must be insured to be entitled to the corresponding funeral service.**

This benefit will include a funeral service similar to the service included in the policy, but adapted to the needs required or applicable to a service of this nature.

The newborn will be buried in a basic burial plot of the municipal or parish cemetery in the place where the death occurred or in the permanent residence of their parents.

Cremation can be chosen instead of burial, if the place where the death of the newborn occurs has a crematorium.

NOT USING THE SPECIAL FUNERAL SERVICE DOES NOT GIVE YOU THE RIGHT TO ANY COMPENSATION.

2. Child care service due to death of the insured

When the Insured dies, and provided that there are insureds under the age of seven on the policy, SANTALUCÍA, at the request of the deceased insured's family, will arrange a child care service from the moment the death occurs with a **LIMIT OF 150 EUROS PER CLAIM AND A MAXIMUM OF THREE DAYS.**

3. Psychological care

SANTALUCÍA, at the request of the deceased insured's family, will provide a psychological care service under the following circumstances:

a) When the death is a consequence of an accident. For the purposes of this benefit, an accident is any traumatic death of the insured, including suicide.

b) When they are survived by two children under eighteen years old

c) When the deceased insured is under eighteen years old.

The psychological care service will comprise two phases:

3.1. In-person psychological care, held in the place of death or vigil and for a maximum of three hours. This service will be provided for the spouse or person with whom the insured lives in a similar sentimental relationship and to anyone who requests it and has a first degree of consanguinity relationship with the deceased.

3.2. Psychological consultation: Any insured on the deceased insured's policy will have the right to request, within fifteen days following the death, a one-hour in-person psychological consultation service, having the right to request a maximum of two consultations per policy and claim. The consultations must be booked at least 24 hours in advance on the 24-HOUR HELPLINE.

4. National transfer due to death

The necessary procedures and expenses to transfer insureds who die anywhere in Spain to the municipal or parish cemetery or to the crematorium in Spain, which they or their relatives have chosen or choose, provided that there is no impediment whatsoever from the corresponding authorities to carry out the transfer and it is carried out by the funeral services company that SANTALUCÍA specifies when reporting the claim.

Similarly, SANTALUCÍA, at the request of the deceased insured's family, will provide, on the Spanish mainland, a car in order to accompany the deceased to the specified municipal or parish cemetery or crematorium, provided that the destination is in a different city or town to the insured's permanent residence and is on the Spanish mainland. The residents of the Balearic

and Canary Islands will have the same rights with respect to the death and burial or cremation on the island on which the death occurred.

5. Companion in the event of transfer due to death in Spain

The relatives of the insured who has died in Spain as a result of an accident more than 100 kilometres from their home may appoint a person, living in Spain and who is in Spain at the time of death, who will be entitled to the necessary airline tickets (standard class), rail (1st class) or the most suitable form of public transport, so that they can travel from their home to the place where the incident occurred, and subsequently travel to the place of burial or cremation in Spain accompanying the deceased and, finally, return to their place of residence in Spain.

The same right shall exist in the case of insureds living on the mainland who die in Ceuta, Melilla, the Balearic Islands or the Canary Islands and in the case of insured living in these territories who die on the mainland, regardless of the cause of death.

6. Subsistence expenses for companion in the event of death in Spain

If the companion needs to stay in the place of death due to procedures associated to the transfer of the deceased insured, the co-insurance companies will reimburse, upon submission of the corresponding original bills, the accommodation and subsistence expenses UP TO 125 EUROS A DAY WITH A MAXIMUM OF TEN DAYS. This benefit can only be used if the **Companion in the event of transfer due to death in Spain** benefit has been used.

7. International transfer due to death

If an insured passes away whilst travelling anywhere in the world, the co-insurance companies will take care of the procedures and expenses necessary for transferring them to the municipal or parish cemetery or crematorium in Spain, which they or their family have chosen or choose, provided that there is no impediment whatsoever from the corresponding authorities to carry out the transfer and it is carried out by the funeral services company that SANTALUCÍA specifies when reporting the claim.

8. Companion in the event of transfer due to death abroad

The relatives of the insured who, whilst travelling, dies abroad, may appoint a person, living in Spain and who is in Spain at the time of death, who will be entitled to the necessary airline tickets (standard class), rail (1st class) or the most suitable form public transport, so that they can travel from their home to the place where the incident occurred, and subsequently travel to the place of burial or cremation in Spain accompanying the deceased and, finally, return to their place of residence in Spain.

9. Subsistence expenses for companion in the event of death abroad

If the companion needs to stay in the place of death due to procedures associated to the transfer of the deceased insured, the co-insurance companies will reimburse, upon submission of the corresponding original bills, the accommodation and subsistence expenses **UP TO 150 EUROS A DAY WITH A MAXIMUM OF TEN DAYS.**

This benefit can only be used if the **Companion in the event of transfer due to death abroad** benefit has been used.

10. Home help for the family in the event of travelling with the deceased insured

If the insured dies during a trip and their spouse, provided that they are not separated, legally or de facto, or person with whom they permanently live in a similar sentimental relationship, has to travel, under the **Companion in the event of transfer due to death abroad in Spain and abroad** benefits, to the place where the incident occurred, leaving children under seventeen years old or people over sixty-five years old with whom they permanently live behind, the co-insurance companies will reimburse the expenses generated by hiring services to take care of them, with a **LIMIT OF 60 EUROS A DAY AND A MAXIMUM OF TEN DAYS.**

11. Assistance for the companions of the deceased insured abroad

If the insured travelled abroad in the company of other people who were also insured and the trip were interrupted due to the death of the insured, the co-insurance companies will arrange, at their expense, the return of the rest of the insureds to their home in Spain.

12. Care for children under eighteen years old of the insured deceased during a trip

If the insured is travelling in the company of their children under seventeen years old and these children were left unattended due to the death of the insured due to a risk covered by the policy, the co-insurance will arrange, at their expense, the return of the children to their home in Spain, with a companion to take care of them if necessary.

13. Legal aid in the event of death or disability

13.1. Obtaining documentation

If the insured dies due to an incident covered by the policy, the co-insurance companies will take care of the procedures and expenses necessary to obtain or process the following administrative documents, provided that they consist of

Registries, Bodies or Institutions located in Spain:

a) When the insured or their relatives provide the information required, the procedures for obtaining the following will be carried out:

   1. Civil Register certifications, an extract or full copy, of the death, birth and marriage of the insured and the birth of their children or any others deemed necessary to prepare the declaration of heirs.

   2. General Register certificate of the Last Will and Testament of the insured.

   3. Certificate of the Register of Insurance Contracts with Death Cover.

   4. Withdrawal of the deceased insured as a user of the Public Health System or as a pensioner of the National Institute of Social Security or of the corresponding agency in the Autonomous Community, if this power is transferred to it, or of the Mutualidad de funcionarios or corresponding institute.

b) After submitting the documents required by the insured or their relatives, the procedures for obtaining the following will be carried out:

   1. Remove the deceased insured from the Family Register.

   2. Municipal certificate of cohabitation with the insured.

c) In cases where relatives must be present, the insurer will provide the advice required to obtain the following documents:

   1. Marriage certificate from the Church Records.

   2. Domestic Partner Register Certificate.

   3. Copy of the will of the deceased insured.

The administrative documents listed in sections a) and b) above will be obtained in accordance with the request made by the insured or their relatives and there will be just one per claim.

13.2 Extrajudicial advice

SANTALUCÍA will provide the phone information, guidance and advice service that the insured or their relatives may require, **due to queries that may arise in relation to the following procedures and actions only**:

a) **Inheritance.** Advice on carrying out the inventory of assets, distribution operations, settlement of tax obligations and registry entries arising from all of this.

b) **Insurance**. Advice on claiming the rights and benefits afforded to the insured or their relatives by any insurer other than the co-insurance companies or pension fund managers, for contracts that they have taken out.

c) **Financial products.** Advice of claiming the rights and benefits afforded to the relatives from banks, savings banks and other financial entities for all types of contracts or financial assets of which the deceased insured was the holder or beneficiary.

d) **Lease contracts.** Advice on the procedures to carry out for the subrogation of relatives in real estate lease contracts signed by the deceased insured as the lessor or lessee.

e) **Name changes.** Advice for changing the name of the owner of vehicles with the Dirección General de Tráfico, and the name on water, power, phone and gas contracts.

f) **Claiming from third parties.** Advice to file a claim for liability for damages suffered by the insured or their relatives as a result of the event that determines a claim covered by the policy, when it is attributable to third parties and for the direct action that may correspond to them from the insurance company of the cause of the damage.

13.3. Documents for applying for pensions

At the request of the insured or relatives, after receiving the data required, SANTALUCÍA will fill in and send them the documents for apply for pensions for widows, orphans, disability or death assistance, with the certificated needed to get them, along with instructions and notifications from the Office of Social Security, Mutualidad de funcionarios or corresponding institute closest to their home in order to file them.

13.4. Processing of the declaration of heirs, of the public deed of acceptance or refusal of the inheritance and registration in the Land Registry

SANTALUCÍA will provide the descendants, ascendants or spouse of the deceased insured with the legal advice necessary in Spain so that,

through a notarial act, the sole intestate heirs of the deceased insured can be declared, and for submitting before a notary public the corresponding public deed of acceptance or refusal of the inheritance in Spain.

Similarly, SANTALUCÍA will provide legal advice required by these persons to, where applicable, register in the corresponding Land Registry the grounds of these public instruments that are necessary.

The fees incurred by the intervention of public notaries, and the taxes of which, where applicable, these heirs were the taxpayer will be covered by them.

Under no circumstances does this benefit cover the management of the corresponding public deeds of notarial record instrument of property division or the allocation of the inheritance of the deceased insured.

Unless agreed otherwise, the following are excluded from the insured cover of the International Transfer due to death, Companion in the event of transfer due to death abroad, Subsistence expenses for companion in the event of death abroad, Home help for the family in the event of travelling with the deceased insured, Assistance for the companions of the deceased insured abroad and Care for children under eighteen years old of the insured deceased during a trip benefits:

When the insured's place of residence is abroad.

When the insured enters rallies or takes part in mountaineering activities.

In mountain, cave, sea or dessert rescue operations.

d) When the reason for the insured's trip abroad is to receive medical treatment.

For the Obtaining documentation and Extrajudicial advice benefits, including the Legal aid in case of death or disability benefit, the legal advice is limited to that derived from the Spanish Legal System only.

Clause 11.
OPTIONAL BENEFITS

ACCIDENTS

1. Death due to accident

If the insured dies as a consequence of an accident, the co-insurance companies will pay the beneficiary the insured sum set out in the Individual Terms and Conditions.

2. Partial permanent disability due to accident

If the insured suffers an accident covered by this policy, which leaves them permanently partially disabled, the co-insurance companies will pay the corresponding amount according to the scale of percentages and terms and conditions set out in the Individual Terms and Conditions.

3. Death due to a Road Accident

The co-insurance companies will pay the beneficiary the sum set out in the **Death due to Accident** benefit, provided that the death of the insured occurs due to a road accident.

Unless agreed otherwise, the following are not covered by the Accidents benefit:

a) All types of illnesses.

b) The consequences of heart disease, myocardial infarctions, heart attacks, strokes and surgical operations.

c) The consequences of suicide or attempted suicide.

d) The consequences of criminal acts, manifest recklessness negligence or gross negligence of the insured, and that resulting from taking part in challenges, bets, disputes or fights that result in physical attack, provided that they did not act in legitimate defence or in an attempt to salvage assets.

e) Damages covered by the Insurance Compensation Consortium or when said body does not admit the insureds' right due to breach of any of the regulations set out in the Regulations and Supplementary Provisions in force on the date of it occurs.

f) The difference between the damage caused and the amounts paid out by the Insurance Compensation Consortium, due to applying excesses, detractions, proportional rules or other limitations.

TRAVEL ASSISTANCE

1. Ambulance transfer in the event of illness or accident in Spain

The co-insurance companies will pay the cost of the ambulance required to transfer the sick or injured insured in Spain from the place where the incident occurred to the nearest healthcare centre with the resources required to treat the illness or injuries suffered.

Similarly, when the doctors treating the sick or injured insured authorise it, according to their condition and ability to travel, the co-insurance companies will cover the cost of transferring them by ambulance to the nearest healthcare centre to their home.

This cover will only come into effect when the illness or accident has happened more than 20 kilometres from the insured's home.

2. Travel cancellation

If a trip already booked by the insured is cancelled due to the insured's death or hospitalisation, that of their spouse, provided that they are not separated, legally or de facto, or person with whom they permanently live in a similar sentimental relationship, their first degree ascendants or descendants or relative within the second degree of collateral consanguinity, or due to a public duty of inexcusable compliance, the co-insurance companies will reimburse the insured or beneficiaries,

after submitting documentary proof, the expenses originating from the cancellation **UP TO 600 EUROS**.

3. Dispatch of documents and personal effects left behind

If, during a trip, the insured has left any essential document for the trip at home, the co-insurance companies will arrange and cover the cost of sending it to the address specified by the insured for this purpose.

Likewise, if the insured has left any object or document in the place where they have stayed during their trip or if these had been illegally stolen from the insured at this place and later recovered, the co-insurance companies will take care of sending them to their home.

The co-insurance companies will only arrange and cover the cost of delivery up to a **LIMIT OF 150 EUROS PER INSURED AND 450 EUROS PER CLAIM OR FAMILY UNIT**.

4. Delay or cancellation of the trip or missed connections

If the insured has a confirmed scheduled flight or ship ticket (provided that the journey starts or ends in a foreign port) and on the day of boarding there is a delay, cancellation or no connection available between the two previously booked legs, lasting more than 12 hours or with a night between the two, due to a cause attributable to the carrier, the co-insurance companies will compensate the insured for the expenses incurred by this unforeseen situation, upon submitting documentary proof, with a **LIMIT OF 200 EUROS.**

5. Reimbursement of expenses due a delay in delivering baggage

The co-insurance companies will reimburse the insured the amount corresponding to essential items, upon submitting the corresponding original bills, required as a result of a delay of more than 24 hours in delivering baggage checked by the insured on public transport, except for the return trip to the insured's home, **UP TO A LIMIT OF 300 EUROS PER PERSON AND 1,200 EUROS PER CLAIM**.

6. Localisation of baggage

Provided that the means of transport is a plane or ship, the co-insurance companies will assist in the search and localisation procedures in the event of total or partial loss of baggage and personal belongings checked by the insured.

7. Travel expenses of a companion to the hospitalised insured

If the insured is travelling alone and is hospitalised for a risk covered by the policy, the estimated hospitalisation time being **MORE THAN FOUR DAYS**, the co-insurance companies will provide the person appointed by them, living in Spain and who is in Spain at the time of incident, with a return ticket by plane (standard class), rail (1st class) or the

most suitable form of public transport, so that they can travel from their home to the place where the insured is hospitalised.

8. Home help for the family in the event of travelling with the hospitalised insured

If under the **Travel expenses of a companion to the hospitalised insured** benefit, their spouse, provided that they are not separated, legally or de facto, or person with whom they permanently live in a similar sentimental relationship, travels to the place where the incident occurred, leaving children under seventeen years old or people over sixty-five years old with whom they permanently live behind, the co-insurance companies will reimburse the expenses generated by hiring services to take care of them, with a **LIMIT OF 60 EUROS A DAY AND A MAXIMUM OF TEN DAYS.**

This benefit can only be used if the **Travel expenses of a companion to the hospitalised insured** benefit has been used.

9. Subsistence expenses for a companion in the event of hospitalisation of the insured

The co-insurance companies will reimburse the appointed companion, upon submitting the corresponding original bills, the accommodation and subsistence expenses incurred in the place where the insured is hospitalised **UP TO 125 EUROS A DAY IN SPAIN AND 150 EUROS A DAY ABROAD, WITH A MAXIMUM OF TEN DAYS**, the calculation of which will include the days during which, under prescription, the hospitalised insured must extend their stay in the hotel before returning home.

This benefit can only be used if the **Travel expenses of a companion to the hospitalised insured** benefit has been used.

10. Assistance for children under sixteen years old of the insured hospitalised during the trip

If the insured is travelling in the company of their children under seventeen years old and these children were left unattended due to the hospitalisation of the insured **FOR MORE THAN FOUR DAYS**, the co-insurance will arrange, at their expense, the return of the children to their home in Spain, with a companion to take care of them if necessary.

11. Early return of the insureds who are travelling

If the insured has to interrupt their trip due to the death of their spouse, provided that they are not separated, legally or de facto, or person with whom they permanently live in a similar sentimental relationship, their first degree ascendants or descendants or relative within the second degree of collateral consanguinity, the co-insurance companies will reimburse the expenses incurred for travelling by plane (standard class), rail (1st class) or the

most suitable form of public transport, so that they can travel from their current location to the place of burial or cremation in Spain.

The same right shall apply in the event of a serious incident in the residential or business property owned by the insured, provided that the insured must interrupt their trip abroad to return to their home in Spain.

12. Information service for travel abroad

Via the **24-HOUR HELPLINE,** the insured can get important administrative or medical information before setting off on their trip abroad, such as passports, entry visas for the destination country, vaccinations required, currency, exchange rate and other services.

13. Emergency medical expenses as a result or serious illness or accident abroad

If the insured is travelling abroad and suffers a serious illness or accident, the co-insurance companies will reimburse, upon submitting the corresponding original bills and medical certificates, the emergency medical expenses incurred in the country where the incident occurred (doctor's fees, medication prescribed by a doctor or surgeon, hospitalisation and ambulance for a local journey under prescription) **UP TO A LIMIT OF 15,000 EUROS PER INSURED AND CLAIM**.

Emergency dental repairs required by the insured during their travel abroad are covered **UP TO A LIMIT OF 500 EUROS PER INSURED AND CLAIM**.

Unless agreed otherwise, the following medical expenses are not covered:

a) Those incurred due to any pre-existing or congenital conditions, chronic conditions, ailments or injuries caused by an accident, previously diagnosed or for which the insured is under medical treatment.

b) Those arising from mental illness.

c) Thermal spa treatments.

d) Those arising from monitoring of a pregnancy, including delivery and post-birth, except for acute and unforeseeable conditions of this state.

e) Those arising from purchasing, implementing, replacing, removing or repairing prostheses in general.

f) Those arising as a result of earthquakes, floods or volcanic eruptions.

g) Those arising from taking or voluntarily consuming alcoholic drinks, narcotics, drugs or medication, except for those prescribed by a doctor.

14. Extension of the hotel stay abroad

If, under prescription, the insured is hospitalised due to a serious illness or accident abroad that is covered by the **Emergency medical expenses as a result or serious illness or accident abroad** benefit and needs to extend their stay in the place where they are travelling and

where the incident occurred, after being discharged from hospital and until permission to travel is received, the co-insurance companies will reimburse, upon submitting the corresponding original bills, the accommodation and subsistence expenses **UP TO 150 EUROS A DAY AND A MAXIMUM OF TEN DAYS.**

15. Advance on funds due to accident, illness or theft abroad

If the insured is left without funds as a consequence of an accident, illness or robbery abroad and they do not have any way of getting any, the co-insurance companies will advance the amount needed to cover any emergency needs **UP TO 1,000 EUROS**.

The insured must repay the amount borrowed as soon as they return to their place of residence within sixty days. If the advance has not been repaid within sixty days, the co-insurance companies can claim it increased by the equivalent legal interest rate applicable at the time of the claim.

In all cases, the co-insurance companies can ask the insured for some type of guarantee that ensures repayment of the advance.

16. Advance on bail and lawyer's fees abroad

If as a consequence of legal proceedings resulting from a road accident abroad, the insured is required to post bail, the co-insurance companies will award an advance equivalent to the amount of bail demanded **UP TO 15,000 EUROS PER INSURED**. Likewise, and in this case, the co-insurance companies will advance the lawyer's fees **UP TO 7,500 EUROS**.

In both cases, the co-insurance companies can ask the insured for some type of guarantee that ensures repayment of the advance.

17. Deposit for hospitalisation abroad

If the insured needs to be hospitalised abroad, the co-insurance companies will pay the deposit requested by the hospital administration **UP TO 15,000 EUROS PER INSURED AND CLAIM**.

The same exclusions apply to this cover as for Emergency medical expenses as a result or serious illness or accident abroad.

Provided that the risk is covered by the policy, the amounts paid as a deposit for hospitalisation will be understood as advances of the amount to be paid for Emergency medical expenses as a result or serious illness or accident abroad.

18. Interpreter in the event of hospitalisation abroad

If, due to a risk covered by the policy, the insured is hospitalised abroad for **MORE THAN FOUR DAYS** and an interpreter service is required to cover the medical and health needs required by the hospitalisation of the insured, the co-insurance companies shall provide

the insured with an interpreter as soon as possible. The expenses covered by the co-insurance companies are limited to **60 EUROS A DAY WITH A MAXIMUM OF TEN DAYS PER CLAIM**.

19. Healthcare repatriation in the event of serious illness or accident abroad

If the ensured is travelling abroad and suffers a serious illness or an accident which constitutes a life-threatening risk, the co-insurance companies will organise, under doctor's advice, repatriation of the insured. **Only medical circumstances, such as an emergency, the condition of the insured and ability to travel, will determine whether the insured should be transferred and the means (special air ambulance, helicopter, scheduled flight, cabin or ambulance).** For countries outside Europe and the Mediterranean, the insured will be repatriated via scheduled flight on a stretcher and, if required, under medical supervision.

The decision to repatriate will be taken by the doctor treating the insured in the place of the incident and the medical services of the co-insurance companies. All of the services will be provided under constant medical supervision.

If the insured is discharged in the place of the incident and it is therefore, not a serious illness or accident covered by this benefit, if the insured has missed their transport for returning to Spain and cannot continue their trip for physical or material reasons, the co-insurance companies will arrange and pay for the insured to return to Spain on a scheduled flight or the most suitable means of public transport **UP TO 1,500 EUROS**.

Unless agreed otherwise, this cover will not be applicable when the injuries or illness suffered by the insured is not considered serious by the medical staff attending them and can be cured where they are and does not prevent them from continuing the trip. However, in this case, the treatment set out in the Emergency medical expenses as a result or serious illness or accident abroad benefit will be provided.

20. Administrative proceedings service for hospitalisation

If the insured is repatriated as a consequence of a serious illness or accident abroad, the co-insurance companies will collaborate on managing any administrative procedures necessary to formalise the admission of the insured to the corresponding hospital according to their place of residence.

21. Assistance for the companions of the hospitalised insured abroad

If the insured travelled abroad in the company of other people who were also insured and the trip were interrupted due to the hospitalisation or transfer of the insured to Spain, due to serious illness or accident, the co-insurance companies will arrange, at their

expense, the return of the rest of the insureds to their home in Spain.

22. Dispatch of a specialist doctor abroad

When the insured, due to a risk covered by the policy, has a very serious clinical condition that does not allow them to be transferred and the medical assistance that can be provided abroad is not adequate for their condition, the co-insurance companies will send a specialist doctor to their location.

23. Dispatch of medicines abroad

When the insured, due to a risk covered by the policy, requires vital medication that cannot be obtained in their location, the co-insurance companies shall arrange and pay for them to be sent from Spain or from the nearest place where they are available.

24. Assistance information and urgent messages service

The co-insurance companies will inform the insured's relatives via the **24-HOUR HELPLINE**, if necessary, about all requests for care and rescue services provided.

The co-insurance entities will provide their insureds with the permanent **24-HOUR HOTLINE** service to send urgent messages about the incidents associated to the risk covered by this benefit.

Unless agreed otherwise, the following cases are excluded from the Travel Assistance insured cover:

When the insured's place of residence is abroad.

b) When the injuries were a result of attempted suicide.

When the injuries or illness is a direct or indirect consequence of nuclear reaction or radiation or radioactive contamination.

When the insured enters rallies or takes part in mountaineering activities.

In mountain, cave, sea or dessert rescue operations.

When the reason for the insured's trip abroad is to receive medical treatment.

NOT USING THE COVER OF THE TRAVEL ASSISTANCE BENEFIT DOES NOT GIVE YOU THE RIGHT TO ANY COMPENSATION.

KIDS CARE

1. Care connection

The co-insurance companies will put the insured in contact with the professionals required, at the request of the insured, such as nursing staff or to look after children or private tutors, for anything the insured needs in order to request quotes and where applicable, provide the requested services, **the cost of these services always being paid by the insured**.

2. Birth prize

When a baby is born, the co-insurance companies will give the insured acting on behalf of the child the insured sum set out in the Individual Terms and Conditions of this policy, provided that the child is added to the policy within six months of birth.

This insured sum will be allocated by the insured acting on behalf of the child to paying the premium of a life-savings insurance policy called **My First Savings**, the policyholder (duly represented) and insured of which will be the child and it will be governed by the General, Individual and Special Terms and Conditions of the policy.

This benefit will not come into effect in cases in which the insured acting on behalf of the child has not been previously insured during a period of more than ten months.

SENIOR CARE

1. Comprehensive geriatric assessment

The co-insurance companies, through the management of multi-disciplinary teams, will provide the insured, upon request, with a comprehensive psychological assessment in order to detect possible diseases and provide a specific diagnosis and define the care needs that may be required according to their condition.

The travel expenses of the insured incurred to attend the medical-psychological assessment will be covered by the insured.

2. Tele-assistance service

Similarly, the co-insurance companies will provide the insured, provided that comprehensive geriatric assessment concludes it is necessary, with a fixed or mobile assistance transmitter that will be connected via phone and permanently to the **24-HOUR HELPLINE**.

The co-insurance companies will be exonerated from all liability if they are unable to provide this service due to the lack of or outages of an electrical or telephone network, fixed or mobile, or in the event of force majeure.

The cost of the calls made by the insured will be paid by the insured.

2.1. Emergency procedures and instant attention

If the insured makes a call through the home assistance transmitter and the **24-HOUR HELPLINE** is unable to contact them in order to assess the situation, the co-insurance companies will immediately arrange any emergency assistance necessary to resolve the situation, contacting the relatives or persons appointed in the personal record or who are included in it and have access to the house and, if strictly necessary, the appropriate public

emergency services will be notified firefighters, local police, etc.).

The insured or beneficiary of emergency interventions will expressly exonerate the co-insurance companies of any liability for damage or deterioration that may be caused by third parties in order to gain entry to the house.

2.2. Monitoring and attention during travel

The co-insurance companies, at the request of the insured with the mobile Tele-assistance Service installed, will contact the insured via the **24-HOUR HELPLINE** in order to carry out the appropriate monitoring of the trips that, after previously notifying the co-insurance companies, the insured undertakes.

2.3. Localisation and dispatch of care services

In the event of a medical need, the co-insurance companies will send the doctors, ambulance services or other assistance services that the insured may require to their home, depending on the public medical emergency services available in the geographic area of the insured's home.

2.4. Personalised monitoring of the insured and their environment

The co-insurance companies, through the **24 HOUR HELPLINE**, will contact the insured 24 hours a day, 365 days a year and in accordance with the personalised programme defined in each case, check up on their status, remind them to take their medication, remind them about medical visits appointments they have arranged, and any other circumstance required according to the personalized monitoring record.

Likewise, the insured can also call the **24 HOUR HELPLINE** 24/7 if they are feeling lonely, which will provide a phone companion service.

2.5 Information for relatives in the event of a claim, incidents in the service provision and evolution of the insured's condition

Upon the express request of the insured, and with their permission, the **24-HOUR HELPLINE** will inform their relatives or the persons appointed in the personal record about any illness or physical accident the insured suffers, and about any incidents related to the provision of the service that arise, periodically informing them about the evolution of the insured's condition.

3. Care training programme

If an insured has a disability, upon the express request of the insured, the co-insurance companies will arrange and process a training programme on the

care to provide to people with a disability for their regular carer.

Any expenses required to attend the training programme, other than the cost of the programme itself, will be covered by the insured.

4. Relative respite

If the insured suffers a **Level III** dependency, they may be admitted to a geriatric resident complex for **TEN DAYS** per year. **If the insured benefit cannot be provided, the coinsurance Companies will reimburse the expenses incurred, up to 600 EUROS and after submitting the corresponding bills**, to the person who proved that the expenses incurred from the internment of the insured have been paid.

This benefit is not applicable until SIX MONTHS after the effective date of the Senior Assistance benefit.

5. Connection with repairers

The co-insurance companies, at the request of the insured, will provide the professionals necessary to carry out any repair or reform in their home, so that they provide the appropriate estimates and, where appropriate, carry out the work or services requested, **the insured always paying the cost corresponding to the work and services provided**, whilst the co-insurance companies will cover the cost of preparing and presenting the quote.

For example, the repair services that can be requested included:

- Masonry
- Aerials
- Home appliances
- Wood work
- Windows
- Gardening
- Electrical installations
- Carpets and vinyl flooring
- Awnings
- Marble
- Wood floor
- Roof repairs
- Paint and wallpaper
- Reforms
- Locksmith
- Upholstery
- Metal work
- Plumbing
- HVAC
- Plaster
- Sound and vision
- IT
- Blinds
- Security staff
- Boilers and gas installations

In addition, the insurance companies will provide the advice necessary to adapt the insured's home for an elderly person (bathrooms, etc.) the use of specialised healthcare material (lifts, articulated beds, chairs, etc.) and manage rental or purchase of this material.

6. Property survey

At the request of the insured, the co-insurance companies will provide a professional to conduct a preventive diagnosis of the facilities of their home and prepare a quote for any repairs that they consider necessary.

The service will be provided when the insured requests it and once a year maximum. **The amount corresponding to carrying out the necessary repair work will be paid by the insured**, whilst the co-insurance companies will cover the cost of preparing the quote.

7. Cleaning of the property

The co-insurance companies, at the request of the insured, will connect you with professionals specialising in general cleaning so that they can provide the appropriate quotes and, where appropriate, carry out a thorough cleaning of the home, **the cost of the work always being paid by the insured**.

8. Post-hospital care

When the insured has been admitted to a hospital and has been prescribed immobilization at their place of residence for **MORE THAN FOUR DAYS**, the co-insurance companies, in coordination with the insured, will prepare a care plan in accordance with the immediate and necessary immobilisation requirements of the insured and during the time it last, such as help at home, geriatric assistance, installation of a tele-assistance transmitter or the option to stay at a residential complex for the elderly with medical and health care for a maximum of **FIFTEEN DAYS** with a **LIMIT PER INSURED, CLAIM AD YER OF 1,200 EUROS**.

COMPREHENSIVE LEGAL PROTECTION

1. Duration of the benefit

SANTALUCÍA undertakes, **within the limits and under the conditions set out in the law**, to cover the expenses that the insured may incur as a result of intervening in an administrative mediation, legal or arbitration procedure, and to provide the legal, judicial and extrajudicial assistance services included in the insurance cover and which are described below:

1.1. Specialised legal helpline

The insured will have access to, without an appointment, a specialised team of lawyers from different legal disciplines who will assist them by telephone, **on Monday to Friday from 9 a.m. to 9 p.m. and Saturdays from 9 a.m. to 2 p.m., except national bank holidays**, with any queries, question or problems

associated to any legal matter of an **individual and private nature**. **Lawyers specialising in the application of foreign law are excluded.**

However, for urgent legal cases, the service will be available 24 hours a day, 365 days a year.

The specialised legal assistance service is restricted to phone guidance on the problem presented, **without a written opinion being submitted**.

Queries will be attended on 900 10 30 53 (from Spain) and +34 91 379 *77* 10 (from abroad).

1.2. Claim for damages

This includes the amicable and legal claim with the Spanish Courts for material damage to property owned by the insured, personal damages and damages derived from them, caused by non-contractual acts or omissions of a third party.

If SANTALUCÍA reaches an agreement on the compensation to be paid by the third party allegedly responsible through amicable means, it will inform the insured in order to get their agreement. If the insured is not satisfied with the agreement reached and SANTALUCÍA considers that it is not feasible to obtain better results by filing a legal claim, the insured shall be free to initiate the legal proceedings deemed appropriate on their own. SANTALUCíA will be obliged to compensate the insured for the duly justified legal expenses incurred in the claim, such as lawyer, solicitor and other fees, **provided that the injured party obtained a more favourable result than that offered by SANTALUCÍA and with the maximum limit of guaranteed legal expenses.**

1.3. Criminal defence

SANTALUCÍA will cover the defence of the insured's criminal liability in any process that is instructed due to acts not caused voluntarily by the insured or in which there is no intent or gross negligence on their part. Likewise, legal defence against the criminal jurisdictional order is covered in cases in which the insured or their relatives are harmed by the crime.

1.4. Administrative law

a) Defence against administration:

This comprises defence in **administrative** proceedings against insured for allegedly committing administrative offences, as a civil servant or related to their home

b) Claims against administration:

This comprises pecuniary responsibility claims from the Public Administrations for road accidents in motor vehicles, suffered by the insured due to inadequate signage or poor conditions of the public highway.

Likewise, pecuniary responsibility claims from the corresponding Public Administration for accidents suffered by

the insured as a pedestrian occurring on the public highway are also covered.

Civil liability claims that the owner of a public transport service may incur in cases of falls and injuries to the insured on said transport are also covered.

As a civil servant, it comprises the claim **via administrative proceedings** of the rights of the insured associated to their administrative situation against the administration in which they provide their services

1.5. Consumer law

SANTALUCÍA will cover the filing of claims on behalf of the insured with the Municipal Consumer Information Office (OMIC) or with the regional consumer office, and the filing of consumer arbitration requests related to purchases of goods or services **OVER 150 EUROS** paid by card for remote purchases and for purchases made outside of retail establishments.

Likewise, it includes amicable and legal claims for breach of contract:

- **Sales and deposit** contracts for decorative items and furniture, home appliances, objects for personal use and pets, **whose unit value does not exceed 18,000 EUROS.**

- **Service provision** contracts with qualified professionals, hospitals, holiday travel, food services, education, school transport, dry clearing and repair of objects for personal use, of which the insured is the holder and final recipient.

- Contracts for the **supply** of water, gas, electricity, telephone or internet, of which the insured is the holder and final recipient.

SANTALUCÍA will also file amicable and legal claims against the manufacturer of a new vehicle purchased by the insured for breach of warranty, for damage caused to the insured vehicle when it was in the pound and for faulty repair of an official garage, including all claims inspection costs.

1.6. Employment law and social security

As an employee, defence of the insured against conciliation bodies and social jurisdiction in **non-plural** individual conflicts with the employer or public body in which the insured works and claims for social benefits.

As a recipient of public pensions, claims against Social Security (including claims to the Mutualidad de funcionario or corresponding Institute) for rights associated to the corresponding pension, **once the one initially requested by the insured has been denied**.

As an employer, defence against conciliation bodies and social jurisdiction in claims filed by the insured's domestic staff, **provided that they are registered**

in the corresponding Social Security Regime.

Likewise, SANTALUCÍA will manage the proceedings to get the Social Security payment certificates associated to the insured and at their request.

1.7. House

SANTALUCÍA will claim for the damages and losses caused to furniture during transport or storage by moving companies.

If the insured is the owner of the house, it comprises:

a) Amicable and legal claims against the seller or any conflict arising from house rental contracts.

Legal claims for the payment of rent incurred will only be covered by this benefit once it has come into effect and the waiting period has passed.

b) The legal and extrajudicial claim for breach of contract for work or services associated to the reform, repair, conservation and maintenance of the house, **when payment of these corresponds in full and has been paid by the insured and the non-compliant party was legally authorised to carry out the activity.**

c) The defence and claim in conflicts with direct neighbours due to reasons associated to right of way, lights, views, distances, boundaries, dividing walls or land.

d) The defence and claim of interests against home owners' associations, **provided that the legally agreed fees are up to date with payment.**

e) Review and preparation of contractual documents, letters and similar written correspondence associated to the sale or rental of a house.

If the insured is the lessee of the house, the amicable and legal defence and claim against the lessor for any conflict associated to the rental contract, **except in eviction for non-payment proceedings.**

1.8. Tax

SANTALUCÍA will undertake the defence of the interests of the insured as a taxpayer, until the **financial-administrative channel** is exhausted, in the tax proceedings initiated by Administration and associated to:

- Income Tax
- Spanish Wealth Tax
- Inheritance and Donations Tax
- Estate and Property Transfer Tax
- Annual Property Tax (or urban contribution)

- Tax on the increase in value of urban land (municipal capital gains)

Likewise, SANTALUCÍA will obtain duplicate copies of the Annual Property Tax (or urban contribution) payment receipts.

1.9. Family law

At the mutually agreed request of both spouses, or by one with the consent of the other, this benefit includes preparing and filing to the corresponding Spanish court the corresponding application for separation or divorce, including the proposed regulatory agreement, prior to the agreement between the spouses, and the necessary Civil Registry certifications, depending on how the wedding was held.

In order to provide this benefit, the spouses must agree on all of the terms of the separation or divorce. **If not, neither spouse will no longer be covered from the moment there is any type of irreconcilable difference between them regarding any aspect of the separation or divorce.**

1.10. Processing of voluntary jurisdiction files and notarial and registry actions

This comprises the legal assistance necessary for processing the following procedures and actions, **provided that they are requested by an insured and, where appropriate, refer to the home owned by one of the insureds**:

- Legal statement of legal absence and death of the insured.
- Appointment of a guardian and legal processing of adoption, **provided adopter was previously the guardian of the adoptee**.
- Notarial record of a holographic or closed will, drawn up by the deceased insured.
- Public deeds of declaration of new build.
- Proceedings records or notarial acts registering new properties, the storing of an interrupted chain of title and registration of the largest number of properties already registered at the Land Registry.
- Location of the public deed that documents the title of ownership of the insured's home.
- Obtain certificates of ownership and liens from the Land Registry, and the simple informative notes by owner and property related to the home owned by the insured.
- Legal consignment petitions associated to the rental of the home in which the insured lives.

The fees incurred from the intervention of public notaries will be paid by the insured.

1.11. Processing of vehicle driving fines

This comprises the submission of allegations in any penalty proceedings related to breaches of the Law on Traffic, Circulation of Motor Vehicles and Road Safety or the corresponding municipal ordinance, including those for parking, initiated against the insured by the provincial departments of traffic, bodies of the Autonomous Communities with devolved powers for traffic and city halls, as well as filing a legally admissible appeal (including the executive channel), until the administrative channel is exhausted and, **after studying the viability and likelihood of success, in contentious administrative proceedings, if the sanction consists of the suspension or withdrawal of the driving licence, implies it is no longer valid due to loss of all points or is of a financial nature, which individually exceeds 100 EUROS.**

It will be understood that there is a likelihood of success when there is objective evidence to substantiate the contentious-administrative appeal. The simple version, contrary to the one reported, sustained by the insured is not sufficient proof.

For these purposes, the motor vehicle associated to the penalty proceedings initiated must be registered in the name of any of the insureds in the corresponding registry.

1.12. Contact with lawyers and officers of the court

In the cases not covered by this Comprehensive Legal Protection benefit, SANTALUCÍA, at the request of any of the insureds, will provide a lawyer or solicitor at no additional cost for the first consultation, in order to carry out any task corresponding to these professionals, **any fees incurred for providing the professional services required being paid by the insured.**

2. Territorial scope

The events insured occurring in Spain that fall within the jurisdiction of the Spanish Courts are covered.

3. Legal fees covered

The maximum guaranteed amount for fees associated to the legal defence of the insured and the maximum amount of the deposits, sureties and civil and criminal bail to be provided for each claim, is set at 3,500 EUROS for the benefits described, an overall minimum disputed amount of 180 EUROS being set.

Indemnities, fines or financial penalties to which the insured is sentenced, the taxes for which the insured was the taxpayer, and the expenses applicable due to accumulation or counter-claim, when they are associated to matters not included in this benefit, are not covered.

4. Waiting periods

Apart from the Specialised legal helpline and Processing of vehicle driving fines benefits, the waiting period will be THREE MONTHS from the inception date of the benefit. The waiting period for the Family Law benefit is NINE MONTHS.

There will be no cover if the dispute is resolved by any of the parties to the contract from which it arose or if its resolution, cancellation or modification is requested at the time of signing this benefit or during the waiting period.

5. Collaboration of the insured

The insured or their relatives are expressly obliged to provide due collaboration in order to provide the corresponding representation and facilitate the legal course in order to access the insured benefits.

Likewise, and when necessary, the insured or their relatives will submit to SANTALUCÍA the full text of the corresponding documents by fax, registered letter or in-person, it being essential to specify the date on which any notifications were received and provide a contact telephone number in case additional information is required.

6. Choice of lawyer and solicitor

The insured or their relatives will have the right to choose the solicitor or lawyer who will represent or defend them in any type of proceedings associated to the cover included in this benefit. However, if the lawyer chosen does not live in the judicial district where the basic proceeding of the insured benefit must be substantiated, the insured or their relatives will cover any travel expenses and fees that the professional includes in their expenses claim.

Before the appointment, the insured must notify SANTALUCÍA of the name of the chosen lawyer and court office.

The insured and their relatives also have the right to choose the lawyer and court office in cases of conflict of interest between the parties of a contract.

The lawyer and solicitor appointed by the insured or their relatives are, under no circumstances, subject to the instruction of SANTALUCÍA.

7. Payment of fees

SANTALUCÍA will pay the fees of the lawyer who acts in defence of the insured or their relatives, subject to the standards set out by the respective bar associations, for the purposes of evaluating the costs and for the action to recover unpaid fees for legal services only. These standards will be considered the maximum limit of the insurer's obligation, provided that they do not exceed the maximum amount set of the Legal fees covered.

Any discrepancies regarding the interpretation of these standards will be submitted to the competent

commission of the corresponding bar association.

The fees of the solicitor, **when their intervention is mandatory**, will be paid according to the standard fees.

8. Conflict of interest

In the event of a conflict of interest or disagreement on how to deal with a litigious issue, SANTALUCÍA shall immediately inform the insured or their relatives of the power that corresponds to them to exercise the rights of the clause corresponding to the free choice of lawyer and solicitor.

9. Definition of loss

For the purposes of this benefit, a loss is any unforeseen event that damages the interests of the insured or changes their legal situation and determines the need for legal assistance from the corresponding professionals.

In criminal and administrative offences or claims, the loss will be considered to have occurred at the time the punishable act was carried out or is claimed to have been carried out or when the determining events of the loss occurred, regardless of when the insurer must pay the fees of the professionals who provided the legal assistance.

In the event of a claim due to non-contractual fault, the loss will occur at the time the damage is caused, regardless of when the insurer must pay the fees of the professionals who provided the legal assistance.

In disputes over contractual or housing issues, the loss will be considered to have occurred at the time the insured, the opponent or the third party breached, or is alleged to have breached, the contractual obligations, regardless when the insurer must pay the fees of the professionals who provided the legal assistance.

In tax matters, the loss will be considered to have occurred at the time the insured receives the corresponding notification, regardless of when the insurer must pay the fees of the professionals who provided the legal assistance.

Unless agreed otherwise, the following are not covered by this benefit:

a) Losses covered by the other benefits included in the policy.

b) Claims of any kind that the insureds included in this policy may file against one another, or by any of them against SANTALUCÍA, its exclusive insurance agents, its service providers or any of the people who, directly or indirectly, are associated to it as they form part of the same decision unit.

c) Litigation on issues related to intellectual and industrial property or companies, and legal proceedings on land consolidation, expropriation or arising from contracts on the transfer of rights in favour of the insured.

d) Defence in the proceedings against the insured for late payment of debts.

e) Losses declared TWO YEARS after the termination or cancellation date of this benefit.

f) Legal proceedings whose resolutions involved the application of foreign law.

Pursuant to clause 17 a) of the addendum of Act 20/2015 of 14th July, on Management, Supervision and Solvency of Insurers and Reinsurers (BOE of 15th July), the management of the claims of this Legal Defence Insurance shall be entrusted to the specialised company SOS Seguros y Reaseguros S.A.

ASSISTANCE FOR RESIDENTS IN SPAIN

This benefit shall only be applicable to the insureds for whom the policy expressly states it was taken out, who are living in Spain, for at least **THREE MONTHS, and who also have a different nationality to Spanish**. The acronym SLA-GB/E must appear in the Individual Terms and Conditions or the Supplements.

The terms and conditions and the extension of the cover of this benefit shall be those that appear in the corresponding Special Terms and Conditions.

Clause 12. RISKS EXCLUDED FOR ALL BENEFITS

UNLESS AGREED OTHERWISE, THE FOLLOWING CASES ARE EXCLUDED FROM THE INSURED COVER:

a) When the claim arises before the benefits included in the insurance come into force.

b) When the claim results from armed conflict, even though war has not been officially declared, revolts, mutinies, insurrections or usurpations, strikes, officially declared epidemics and events classified by the national government as a "natural catastrophe or calamity".

c) When the loss Assistance for Residents in Spain benefit and this benefit has not been expressly taken out in the Individual or Special Terms and Conditions.

FILING CLAIMS

Claims included in the cover of the benefits taken out and specified in the Individual Terms and Conditions must be immediately reported to the co-insurance companies, by calling the following numbers:

From Spain: 900 10 30 53

From abroad: +34 91 379 77 10

Clause 13. DEATH

1. The deceased insured's relatives must submit to the insurer the official medical certificate of death duly filled out.

2. When an insured dies in a location other than the address that appears on the policy, a funeral service will be performed in accordance with the provisions of Clause 1 of this policy.

3. If the death of the insured occurs outside of Spain and their relatives choose to hold the burial at the place of incident, they will perform the service on their own and submit the corresponding bills to SANTALUCÍA, along with the official medical certificate of death, the co-insurance companies covering the expenses incurred by the heirs up to the limit that appears for this purpose in the Individual Terms and Conditions.

Clause 14. ACCIDENTS

In the event of a loss, in order to claim compensation the policyholder, the insured or the beneficiary must submit to the co-insurance companies the supporting documents, as applicable, which are specified below:

1. In the event of DEATH of the insured:

a) Certificate from the doctor who attended the insured or from the Investigating Court or the Civil Registry, outlining the cause and circumstances of death that reliably prove death by accident.

b) Documents that prove the status and identity of the beneficiaries.

c) Any documents demanded by the law for tax purposes at the time.

2. In the event of PERMANENT DISABILITY of the insured:

a) A detailed report from the doctor or doctors treating or who have treated the injured person, specifying the characteristics or consequences of the accident that resulted in the disability.

b) Until the insured is discharged, medical certificates about the evolution of the injuries, as often as request by the co-insurance companies.

The medical certificate fees will be covered by the insured.

c) Any documents demanded by the law for tax purposes at the time.

d) If the insured dies, the co-insurance entities should be notified within seven days of the situation arising.

3. If the accident occurs outside the community territory of the member states of the European Union, the documents must be legalised by the Spanish consulate or embassy in the corresponding country.

4. The death or disability must occur immediately or within a period of one year from the accident and as a result of it, unless it is duly proved that the death or disability occurred after one year, without exceeding five, as a direct consequence of the accident.

5. The degree of disability resulting from an accident will be determined after submitting the medical certificate of disability. SANTALUCIA will notify the insured of the amount of compensation corresponding to the case in writing, in accordance with the degree of disability set out in the medical certificate and scale set out in the Individual Terms and Conditions of this policy. If the insured does not agree with the proposal from SANTALUCÍA as regards the degree of disability, the parties shall be subject to the decision of the Medical Experts.

6. All of the payments that the co-insurance companies must make for a single claim for permanent disability shall be considered advances on the sum payable in the event of death of the insured as a result of the same accident and therefore, shall be deducted from it.

Clause 15.
ASSISTANCE

For the Tele-assistance Service, Assistance training programme and Relative Respite in the Senior Assistance benefit only, the insured must provide the administrative resolution that determines their level of dependency or, failing that, must undergo prior medical assessment (Comprehensive geriatric assessment), the level of dependency and therefore, the benefits to which they will be entitled being determined based on this resolution or assessment.

For the **Comprehensive geriatric assessment**, the insured must fill in and submit the Care Application Form that SANTALUCÍA will send, attaching a photocopy of their national identity document, which specifies their current condition and the reason for requesting the assessment, which must include the main cause of loss of personal independence, which will be the subject of the assessment.

The dependency situation shall be classified into the following levels of dependency:

a) Level 1. Moderate dependency: when the insured needs help to perform various basic daily activities at least once a day or needs occasional or limited support for their personal independence.

b) Level 2. Severe dependency: when the insured needs help to carry out various basic daily activities two or three times a day, but does not need the permanent support of a carer or has extensive support needs for their personal independence.

c) Level 3. Total dependency: when the insured needs help to perform basic daily activities several times a day, and due to their total loss of physical, mental or intellectual or sensory independence, needs constant and essential support from another person or has generalised support needs for their personal independence.

The insured will be able to access the following services, according to their level of dependency:

Level of dependency	Benefits
1 and 2	Tele-assistance service
3	Care training programme
3	Relative respite

If SANTALUCÍA and the insured do not agree on the level of dependency, it will be subject to the decision of the Medical Experts appointed by each party with the written acceptance of these. If one of the parties fails to appoint a medical expert, they must do so within eight days of the date on which it is required by the party that has appointed a medical expert and if they do fail to do so within this period, it will be understood that they accept the opinion issued by the expert appointed by the other party and shall be bound by it.

If the medical experts reach an agreement, it will be recorded in a joint report in which they specify the level of dependency of the insured and the benefits they will have the right to access.

If they fail to reach an agreement, both parties will appoint an agreed third expert and, if an agreement is not met, the case may be filed as set out in the Voluntary Jurisdiction Law or in the notarial legislation. In this case, the expert's decision will be issued within the period specified by the parties or, failing that, within thirty days of the third expert accepting their appointment.

The parties will be notified of the decision of the experts, unanimous or majority, immediately and undoubtedly and shall be bound by it, unless it is contested by any of the parties, within a period of thirty days, in the case of SANTALUCíA, and one hundred and eighty days in the case of the insured, both starting from the date they received the notification. If it is not contested within these deadlines, the experts' decision shall become incontestable.

Each party will cover the fees of their medical expert. The fees of the third expert and any other expenses incurred by the intervention of experts shall be split evenly between the insured and SANTALUCÍA. However, if either of the parties has caused the intervention of the experts by sustaining a demonstrably disproportionate level of dependency, that party shall be the sole party responsible for paying these fees.

THESE GENERAL TERMS AND CONDITIONS ARE ONLY VALID WHEN THEY ARE ACCOMPANIED BY THE INDIVIDUAL TERMS AND CONDITIONS.

Prepared in duplicate in Madrid on the date specified in the Individual Terms and Conditions.

Read and accepted:

THE POLICYHOLDER/
INSURED

The Co-insurance Companies

Sanitas **santalucía**

Iñaki Peralta
CEO

Andrés Romero
CEO

Insurance

Home Assistance
Savings and Investment
Life and Accident
Healthcare
Companies
Home owners' associations
Pets
Car*
Other

Other Product

Pension Schemes

*With the guarantee of Pelayo Mutua de Seguros y Reaseguros

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900 24 20 20
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