



## **Applicable legislation**

- Insurance Contract Act 50/1980 dated 8th October.
- Private Insurance Organisation and Supervision Act 30/1995.
- Legal Statute of the Insurance Compensation Consortium Regulation Act 21/1990 dated 19th December.
- Any other regulations that may be applicable during the period when the policy is in force.

## **Complaints and claims**

Complaints and claims as regulated by Ministerial Order ECO 734/2004 may be submitted to the Insurer's Customer Service Department or to the Customer Ombudsman whose Regulations are available in our offices and on our website.

## **Cancellation clause for distance contracts**

Provided that the insurance is taken out using distance contract media and that the Policyholder is a natural person in their non-commercial or professional activity, and when the insurance concerned is not compulsory, in compliance with the provisions of Article 6B of the Insurance Contract Act 50/1980 the Policyholder may cancel the contract within 14 days of the signing of the same, provided that the adverse event covered by the insurance has not occurred, by notifying the insurer in accordance with the provisions of Article 60 of the Private Insurance Organisation and Supervision Act 30/95.

**Protection of personal details.** Personal details, which are provided voluntarily but are nonetheless necessary for the insurance contract proposal and completion, shall be included in files whose purpose is to enable Zurich España, Zurich Vida and Aide Asistencia and other companies legally linked to the aforementioned entities, and through their authorised brokers, to offer the products and services which are best suited to their needs. The interested party may exercise their rights of access, rectification, cancellation and opposition by writing to Zurich España, Zurich Vida and Aide Asistencia, who are responsible for the files and their processing, and whose address for this purpose is Vía Augusta 200, 08021 Barcelona.

Personal details shall only be given to other entities when this is necessary for the proper fulfilment of the insurance contract, for statistical studies, quality studies and technical analysis, or for the management of coinsurance and reinsurance. Authorisation given by the customer/user for the transfer or processing of their details may be revoked at any time.

The applicant expressly states their agreement to all of the foregoing.

You are reading the Zurich-Accidentes policy which you have taken out with our company.

### **What covers do you get with the insurance?**

You will find a summary on page 3.

Check the content of the covers wording in articles 2, 3, 4 and 5.

### **What you should do if a claim event occurs**

The purpose of your insurance policy is to help you and to compensate you financially in the event of a loss.

If a claim event covered by this policy occurs, we recommend that you do the following:

- Use all means within your power to minimise its consequences.
- Read the “Purpose and Scope of the Insurance” section of your policy carefully and make sure that the claim event really is covered.
- Contact us or your broker and give a detailed explanation of what caused the claim event and what its consequences are.
- Send the claim report form to us as soon as possible giving as detailed an account as you can of any damage sustained.
- Make a statement to the judicial authorities or report the incident to the police, depending on the type of claim, stating the date and time when it occurred, the causes, circumstances, damaged objects and estimate of the damage.

# summary of covers and maximum compensation limits on the sum insured

(This summary of covers is not intended to be exhaustive and is given for information purposes only. For full information about the covers you should refer to the General conditions of cover.)

## **Accidental death**

- Advance of the sum required to meet burial expenses up to 2,000 euros.

## **Death due to traffic accident**

- Additional capital sum if the insured dies in a traffic accident.

## **Death due to heart attack**

## **Permanent disability**

- Depending on the compensation option chosen

## **Permanent disability due to traffic accident**

- Additional capital sum if the insured becomes permanently disabled due to a traffic accident.

## **Temporary disability due to accident**

- Daily compensation for sick leave resulting from an accident depending on the option chosen.

## **Temporary disability due to illness**

- Daily compensation for sick leave resulting from illness depending on the option chosen.

### **Medical care expenses due to accident**

- Free choice of doctor and hospital facility.
- Cost of hospitalisation in the health facility.
- Emergency transport of the injured party to the closest hospital.
- Trips made to receive medical care and treatment in other towns.
- Cover of the first orthopaedic, dental, hearing or optical prosthesis.
- Search and rescue of the Insured.
- Buying a wheelchair.
- Health care and hospital stay expenses resulting from a heart attack.
- Aesthetic reconstructive surgery of the face

### **Supplementary subsistence allowance for hospitalisation due to accident**

#### **Surgery due to illness**

#### **Supplementary subsistence allowance for hospitalisation resulting from surgery due to illness**

#### **Family cover**

- Compensation for spouse and children under the age of 18.

#### **Travel assistance**

#### **Assistance with personal injury claims**

# Zurich Accidentes

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# general terms and conditions

(Mod. 2/2.01.03.35 March 2003)

## Article 1. Definitions

As used in this contract the following words shall have the meanings given below:

**Accident.** Personal injury produced by a violent, sudden and external cause which is not intentional on the part of the Insured.

**Waiting period.** The time during which cover is not in effect.

**Supplementary subsistence allowance for hospitalisation.** The maximum daily amount to be paid as compensation in the event of hospitalisation.

**Medical care expenses due to accident.** The cost of the medical, pharmaceutical and hospital care that the Insured needs as a result of an accident until they have made a full recovery in compliance with the provisions of the contract.

**Permanent disability.** Anatomical loss or total or partial permanent and irreversible decreased functionality

suffered by the Insured as the direct result of an accident.

**Progressive permanent disability.** Type of insurance for permanent disability.

**Temporary disability due to accident.** Bodily injury that temporarily prevents the Insured from carrying out their habitual occupation either in part or in whole.

**Temporary disability due to illness.** An illness that temporarily prevents the Insured from carrying out their habitual occupation at all.

**Temporary disability for the self-employed.** Type of insurance for temporary disability due to accident.

**Surgery due to illness.** Medical, pharmaceutical and hospital care that the Insured needs as a consequence of surgery due to illness.

**Death.** The death of the Insured as the direct result of an accident.

## **Article 2.**

### **Purpose and scope of the insurance**

In the event of an accident covered by the insurance, the Insurer will pay the compensation sums agreed in the insurance contract to the Insured or, if applicable, to the Beneficiary.

## **Article 3.**

### **Accidents not covered**

1. ACCIDENTS CAUSED INTENTIONALLY BY THE INSURED OR BY ANOTHER PERSON WITH THEIR CONNIVANCE.
2. EVENTS WHICH ARE NOT CONSIDERED TO BE ACCIDENTS IN COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1 OF THIS CONTRACT.
3. THOSE COVERED BY THE INSURANCE COMPENSATION CONSORTIUM IN ACCORDANCE WITH ITS OWN REGULATIONS AS SET OUT IN ARTICLE 6 OF THE GENERAL TERMS AND CONDITIONS OF THE INSURANCE CONTRACT.
4. ACCIDENTS SUSTAINED AS A RESULT OF WAR, INVASION, AND THE ACTIONS OF THE ARMED FORCES OR LAW ENFORCEMENT AGENCIES DURING PEACETIME.
5. THOSE RESULTING FROM RIOTS, PUBLIC UPRISING, REVOLUTION OR ACTS OF TERRORISM.
6. THOSE RESULTING FROM EXTRAORDINARY NATURAL PHENOMENA, UNLESS THEY OCCUR OUTSIDE SPAIN.
7. THOSE THAT ARE A RESULT OF NUCLEAR REACTION OR RADIATION OR RADIOACTIVE RADIATION.
8. THOSE WHICH OCCUR WHILE PLAYING OR DOING RUGBY, RAFTING, HYDROSPEED OR SIMILAR ACTIVITIES; SPEED OR ENDURANCE TRIALS WITH MOTOR VEHICLES, INCLUDING PRACTICE SESSIONS; BOBSLEIGH; FENCING; AND PLAYING SPORTS AS A PROFESSIONAL OR DOING COMPETITIVE SKIING.
9. THOSE SUSTAINED WHILE DOING MARTIAL ARTS, WRESTLING OR BOXING.
10. THOSE SUSTAINED WHILE SKIING BY PEOPLE WHO ARE

INSURED BY POLICIES THAT  
LAST LESS THAN A YEAR.

11. THOSE OCCURRING WHILE  
DOING AERIAL SPORTS IN  
GENERAL (PARACHUTING,  
BALLOONING, HANG-GLIDING,  
ULTRA LIGHT AIRCRAFT,  
GLIDERS AND SIMILAR CRAFT)
12. THOSE RESULTING FROM MANI-  
FESTLY DANGEROUS OR CRIM-  
INAL ACTIONS ON THE PART OF  
THE INSURED EXCEPT FOR  
THOSE THAT ARE CARRIED OUT  
IN LEGITIMATE SELF-DEFENCE  
OR WHEN ATTEMPTING TO SAVE  
PEOPLE OR PROPERTY.
13. THOSE WHICH OCCUR UNDER  
THE INFLUENCE OF ALCOHOL,  
DRUGS OR NARCOTICS THAT  
HAVE NOT BEEN PRESCRIBED BY  
A DOCTOR.
14. ILLNESSES OF ANY TYPE AND  
INJURIES OR OTHER CONSE-  
QUENCES STEMMING FROM  
OPERATIONS OR MEDICAL  
TREATMENT WHICH ARE NOT  
THE RESULT OF AN ACCIDENT,  
EXCEPT IN THE CASE OF THOSE  
COVERS WHICH DO PROVIDE  
FOR THEM IN THESE GENERAL  
TERMS AND CONDITIONS.
15. HERNIAS THAT ARE NOT THE  
RESULT OF PHYSICAL EFFORT,  
LOWER BACK PAIN OR SPINAL  
DISC HERNIAS WHATEVER  
THEIR CAUSE MAY BE.
16. HEAT STROKE, FROSTBITE AND  
OTHER EFFECTS OF ATMOS-  
PHERIC TEMPERATURES, UNLESS  
THEY ARE THE CONSEQUENCE  
OF AN ACCIDENT.
17. THOSE SUSTAINED WHILE  
OCCUPYING A SEAT AS A  
PASSENGER IN AIRCRAFT THAT  
ARE NOT AUTHORISED FOR THE  
PUBLIC TRANSPORT OF PASSEN-  
GERS.
18. THOSE SUSTAINED WHILE  
USING MOPEDS OR MOTOR-  
BIKES BY PEOPLE LESS THAN 27  
YEARS OLD, *unless otherwise  
stated in the Particular Condi-  
tions.*
19. THOSE WHICH TAKE PLACE  
WHILE DRIVING MOTOR VEHI-  
CLES IF THE INSURED DOES NOT  
HAVE AN APPROPRIATE DRIVING  
LICENSE FOR THE VEHICLE.
20. THOSE SUSTAINED WHILE  
EXPLORING GLACIERS, ROCK  
CLIMBING, MOUNTAIN  
CLIMBING AND CAVING.

21. THOSE OCCURRING WHILE DIVING USING UNDERWATER BREATHING EQUIPMENT (ASPHYXIA WHILE DIVING WITHOUT BREATHING EQUIPMENT IS COVERED), unless otherwise stated in the Particular Conditions.

22. THOSE DECLARED BY THE NATIONAL GOVERNMENT TO BE A "NATIONAL CATASTROPHE OR DISASTER".

23. HEART ATTACK, unless expressly included in the Particular Conditions.

24. STROKE.

25. CLAIMS DERIVED FROM ILLNESSES OR ACCIDENTS WHICH OCCURRED PRIOR TO THE INCEPTION DATE OF THE POLICY.

ALSO NOT COVERED BY THE INSURANCE ARE ACCIDENTS OCCURRING DURING AIR TRAVEL AND SUSTAINED BY THE CREW OF THE AIRCRAFT, WHETHER CIVIL OR MILITARY; PEOPLE BEING TRANSPORTED IN PRIVATELY-OWNED AIRCRAFT; STUDENTS DOING INTERNSHIPS; AND GROUPS OF PEOPLE INSURED BY A GROUP INSURANCE POLICY

AND WHO CONSTANTLY TRAVEL TOGETHER, SUCH AS SPORTS TEAMS, ORCHESTRAS, SHOW INSURERS AND SIMILAR.

IF GROUP INSURANCE IS TAKEN OUT, A LIMIT OF 3,000,000 EUROS PER CLAIM IS ALSO ESTABLISHED. AS A RESULT, IN THE EVENT OF ACCIDENT IN WHICH THE SUMS INSURED FOR THE PEOPLE AFFECTED COME TO MORE THAN 3,000,000 EUROS, THE COMPENSATION PAID FOR EACH VICTIM WILL BE THE RESULT OF DIVIDING UP THIS FIGURE IN PROPORTION TO THE SUMS INSURED, CALCULATED WITH A LIMIT OF 300,000 EUROS IN CASES OF PEOPLE IN WHICH THE SUM INSURED IS HIGHER, IN ONE OR MORE ACCIDENT INSURANCE POLICIES TAKEN OUT WITH THE I. IN THE EVENT THAT SEVERAL POLICIES HAVE BEEN TAKEN OUT FOR THE SAME PERSON AND THEY COME TO MORE THAN THE STATED LIMIT, THE CALCULATED AMOUNT OF 300,000 EUROS SHALL BE PAID BY DIVIDING IT IN PROPORTION TO THE COMPENSATION AMOUNTS OWED FOR EACH POLICY TAKEN OUT.

## **Article 4.**

### **People not covered by the policy**

1. PEOPLE WHO ARE BLIND, PARALYSED OR DEAF, THOSE WHO SUFFER FROM EPILEPSY OR MENTAL DISTURBANCES, ALCOHOLISM, DRUG ADDICTION, THOSE WHO HAVE SUFFERED FROM ANY TYPE OF APOPLEXY AS WELL AS THOSE WHO HAVE A DEGREE OF SHORT-SIGHTEDNESS GREATER THAN EIGHT DIOPTRES IN ONE EYE.  
IF ANY OF THESE ILLNESSES SHOULD OCCUR, THE INSURANCE IS DEEMED TO BE CANCELLED FROM THAT MOMENT ON, AND THE INSURER WILL REFUND THE UNEARNED PART OF THE PREMIUM FROM THE DATE ON WHICH IT RECEIVES NOTIFICATION OF THE NEW SITUATION.
2. IN THE EVENT OF DIRECT OR INDIRECT AGGRAVATION OF THE CONSEQUENCES OF AN ACCIDENT DUE TO AN ILLNESS OR MORBID CONDITION, EITHER PRE-EXISTING OR OCCURRING AFTER THE ACCIDENT AND DUE TO CAUSES UNRELATED TO THE SAME, THE INSURER SHALL ONLY ACCEPT RESPONSIBILITY FOR THE

CONSEQUENCES THAT THE ACCIDENT WOULD PROBABLY HAVE HAD HAD IT NOT BEEN FOR THE AGGRAVATING IMPACT OF THE ILLNESS OR MORBID CONDITION. SUCH CASES SHALL BE SUBMITTED TO THE JOINT DECISION OF THE INSURER'S DOCTOR AND THE INSURED'S GP, AND IF THEY ARE UNABLE TO REACH AN AGREEMENT A THIRD DOCTOR WILL BE APPOINTED.

3. WITH REFERENCE TO THE DEATH COVER, PEOPLE UNDER THE AGE OF 14 CAN ONLY BE INSURED FOR THE SUM NEEDED TO MEET THE COST OF BURIAL AND TRANSPORT OF THE DECEASED.
4. THE COVERS IN THIS POLICY FOR THE INSURED SHALL AUTOMATICALLY BE TERMINATED AT THE END OF THE INSURANCE PERIOD IN WHICH THE INSURED REACHES THE AGE OF 70. NONETHELESS, THE COVER OF THE RISK CAN BE EXTENDED IN ACCORDANCE WITH THE SPECIAL CONDITIONS AND BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
5. PEOPLE WHO ARE IN A SITUATION OF BEING TEMPORARILY UNABLE TO WORK OR PROVISIONAL DISABILITY.

## Article 5. Covers

Within the limits set out in these conditions and provided that it is expressly stated in the particular conditions and/or special clauses, the insurance encompasses the following covers:

### 5.1. Death

If the Insured dies as the result of an accident covered by the policy, and this occurs within five years from the day on which the accident took place, the Insurer shall pay the sum insured to the beneficiary or beneficiaries designated by the Policyholder. If no beneficiaries have been designated, the Insurer shall consider the legal heirs of the victim at the time of the accident to be the beneficiaries. The beneficiaries may take advantage of an immediate advance of 2,000 euros against payment of the sum insured to meet expenses resulting from the death.

**Sum insured:** up to the limit stated in the Particular Conditions.

### 5.2. Death due to a traffic accident

If the Insured dies as the result of a traffic accident (as a pedestrian, driver,

passenger or occupant of a land vehicle with or without an engine) covered by the policy, the Insurer shall pay the supplementary capital set out in the particular conditions.

**Sum insured:** up to the limit stated in the particular conditions.

### 5.3. Death due to a heart attack

Heart disorders (heart attacks, unstable angina and arrhythmia caused by coronary artery disease) will only be considered to be accidents covered by the policy when they are expressly stated as having been taken out in the particular conditions, when they are the sole and immediate cause of death and **provided that the Insured has no knowledge of the existence of such conditions.**

**Sum insured:** exclusively that stated in the Particular Conditions for this cover. **Under no circumstances may the compensation amount for this cover be combined with other death covers.**

#### 5.3.1. NOT INCLUDED IN THIS COVER ARE:

- a) PEOPLE WHO HAVE SUFFERED FROM THE HEART AILMENTS AND CORONARY ARTERY DISEASE SPECIFIED IN THE SAME PRIOR TO TAKING OUT THIS COVER.

**5.4.**

**Permanent disability**

If as the result of an accident covered by the policy, total or partial permanent disability occurs within five years from the date on which the accident took place, the Insurer shall pay the compensation which is owed to the insured person within a maximum period of five days from when the disability has been determined and subject to the following rules:

**5.4.1.**

In the event of total permanent disability, the compensation to be paid by the Insurer shall be determined based on the sum insured for such an eventuality and depending on the type of insurance agreed in the particular conditions.

Total permanent disability means when the loss (taken to be permanent) of functional capacity of the insured person based on the scales in this cover reaches or exceeds 100 per cent.

Permanent and total disability is considered to exist under the following circumstances:

- Loss or disablement of both arms or both hands, or of an arm and a leg, or of a hand and a foot, or of both legs or both feet .....100%

- Incurable mental disturbance caused by trauma which makes any type of work impossible .....100%
- Complete and irreversible paralysis.....100%
- Absolute and irreversible blindness .....100%

**5.4.2.**

In the event of partial permanent disability, the degree of disability that is derived from irreversible after-effects shall be determined based on the scales below:

<b>Injury</b>	<b>Degree of Disability</b>
Complete loss of sight in one eye.....	30%
Reduction of binocular vision by half.....	30%
Complete loss of hearing.....	60%
Complete loss of hearing in one ear.....	15%
Complete loss of speech.....	30%
<b>Loss or absolute disablement:</b>	
- Of the right arm or hand.....	60%
- Of the left arm or hand.....	50%
- Of the thumb of the right hand.....	22%

- Of the thumb of the left hand .....18%
- Of the index finger of the right hand .....15%
- Of the index finger of the left hand.....12%
- Of the middle finger of the right hand .....10%
- The middle finger of the left hand.....9%
- Of one of the other fingers of the right hand .....7%
- Of one of the other fingers of the left hand.....5%
- Of a leg above the knee .....50%
- Of a leg at or below the knee.....40%
- Of a foot at or below the ankle.....30%
- Of a big toe of either of the feet .....10%
- Of one of the other toes on either foot ..... 5%

If the Insured is left-handed, these scales will be reversed as applicable. When the loss or loss of use is only partial, the degree of disability is set by reducing the aforementioned appraisals in proportion. The total compensation payable for a number of losses or loss

of use of limbs caused by the same accident is calculated by adding together the degrees of disability for each one, though the total degree of disability thus calculated may not exceed 100%.

**5.4.3. Types of insurance:**

- **Normal permanent disability (total or partial)**

The compensation to be paid by the Insurer will be the amount resulting from applying the degree of disability percentage for the type of injury to the capital sum agreed in the particular conditions.

- **Progressive permanent disability (250% or 400%)**

When the degree of disability is equal to or less than 25%, the compensation to be paid by the Insurer will be the amount resulting from applying the degree of disability percentage for the type of injury to the capital sum agreed in the particular conditions. If the degree of disability is greater than 25%, the compensation to be paid will be the result of applying the percentages set out in the table below to the agreed sums insured depending on the type of insurance stated in the particular conditions.

Degree of Disability	Type 250%	Type 400%	Degree of Disability	Type 250%	Type 400%
26	27	28	60	110	160
27	29	31	61	114	166
28	31	34	62	117	172
29	33	37	63	121	178
30	35	40	64	124	184
31	37	43	65	128	190
32	39	46	66	131	196
33	41	49	67	135	202
34	43	52	68	138	208
35	45	55	69	142	214
36	47	58	70	145	220
37	49	61	71	149	226
38	51	64	72	152	232
39	53	67	73	156	238
40	55	70	74	159	244
41	57	73	75	163	250
42	59	76	76	166	256
43	61	79	77	169	262
44	63	82	78	173	268
45	65	85	79	176	274
46	67	88	80	180	280
47	69	91	81	183	286
48	71	94	82	187	292
49	73	97	83	190	298
50	75	100	84	194	304
51	79	106	85	197	310
52	82	112	86	201	316
53	86	118	87	204	322
54	89	124	88	208	328
55	93	130	89	211	334
56	96	136	90	215	340
57	100	142	91	218	346
58	103	148	92	222	352
59	107	154	93	225	358

Degree of Disability	Type 250%	Type 400%
94	229	364
95	232	370
96	236	376
97	239	382
98	243	388
99	246	394
100	250	400

#### 5.4.4.

Progressive permanent disability insurance types (250% or 400%)

THESE ARE NOT APPLICABLE IN THE CASE OF:

- PEOPLE WHO ARE OVER THE AGE OF 65; IN THEIR CASE THE SCALE SET OUT IN POINT 5.4.2 OF THESE TERMS AND CONDITIONS WILL BE APPLICABLE.
- THE PART OF THE SUM INSURED THAT IS OVER 60,000 EUROS.
- INSURANCE POLICIES WHICH LAST LESS THAN ONE YEAR.
- POLICIES IN WHICH THE INSURED IS NOT NAMED.
- PEOPLE WHO HAVE ORGANS OR LIMBS AFFECTED BY SOME DEGREE OF DISABILITY BEFORE THE CLAIM EVENT OCCURS.

#### 5.4.5.

In the event that the Insured's situation is not provided for in the previously mentioned scales, or the loss or loss of use is only partial, the degree of permanent disability will be determined using Royal Decree 1971/1999, dated 23 December, concerning the procedures for the examination, declaration and classification of disability and which was published in the Official State Gazette (B.O.E.) on 26 January 2000, or any legal regulations that may replace it.

The degree of disability which results from an accident shall not be increased by the fact that the Insured had, prior to this accident, physical defects in limbs or organs that have not been affected by the accident.

If an organ or limb affected by an accident already had a physical or functional defect prior to the accident, the insured person is entitled to compensation for the difference between the pre-existing degree of disability and the degree of disability after the accident.

Determination of the degree of disability resulting from the accident shall be carried out after the certificate of medical disability has been submitted. The Insurer shall give the Insured written notification of the amount of compensation to which they are entitled in accordance with the

degree of disability stated in the medical certificate and the scales set in the policy. If the Insured does not accept the Insurer's proposal regarding the degree of disability, the parties shall subject themselves to the decision of medical appraisers as laid down by law. If the Insured should die after disability has been established, any amounts paid by the Insurer shall be deemed to be payment on account against the sum insured for death, which will be paid in accordance with the provisions set out for this cover in the Particular Conditions.

**Sum insured:** up to the limit stated in the Particular Conditions.

### 5.5.

#### **Permanent disability due to traffic accident**

If as a result of a traffic accident (as a pedestrian, driver, passenger or occupant in a motorised or non-motorised land vehicle) covered by the policy the Insured becomes permanently disabled, the Insurer shall pay the supplementary capital sum set out in the Particular Conditions. Only the scale in section 5.4.2 SHALL BE APPLICABLE TO THIS COVER, AND THE TYPES OF PROGRESSIVE DISABILITY INSURANCE ARE EXPRESSLY EXCLUDED.

**Sum insured:** up to the limit stated in the Particular Conditions.

### 5.6.

#### **Temporary disability due to accident**

If as the result of an accident covered by the policy temporary disability should occur, where temporary disability means that which prevents the insured person from working either in part or in whole in the occupations stated in the particular conditions for a specified period of time, the Insurer will pay the beneficiary the agreed daily compensation in compliance with the following rules:

- a) The compensation will be paid from the day stated in the particular conditions for as long as the medical treatment required by the accident lasts, and at most for two years from the date on which it occurred:
  - the full daily compensation will be paid while the Insured person is completely unable to do any of the occupations declared in the particular conditions; or
  - the proportional part of this compensation when the inability is only partial.
- b) If the Insured does not do any paid work, the full daily compensation will only be paid when the Insured cannot leave their rooms or home.

- c) This compensation shall be paid in one go within the fortnight following the date on which the Insurer has received the medical clearance certificate, or on which the period of two years referred to above expires in the event that the medical treatment has not been completed by then.
- d) The Insured must tell the Insurer that they are on sick leave within a maximum period of 48 hours from the time when the claim event took place.

**5.6.1.  
Self-employed**

If Temporary Disability due to Accident for the Self-Employed has been taken out, compensation will be paid for as long as the Insured is on sick leave as certified by an authorised body and for a maximum of two years from the date when their sick leave began in the following way:

- First fortnight: 100% of compensation.
- Remaining days covered: 50% of compensation.

At any event there is a waiting period of 24 hours before compensation becomes payable in the event of a claim.

**Sum Insured:** up to the limit stated in the Particular Conditions.

**5.7.  
Temporary disability due to illness**

If as a result of an illness covered by the policy temporary disability should occur, where temporary disability means that which prevents the insured person from working full-time in the occupations stated in the particular conditions for a specified period of time, the Insurer will pay the beneficiary the compensation agreed in the Particular Conditions in compliance with the following rules:

- a) The compensation will be paid from the day stated in the particular conditions for a maximum period of one year and from the date on which sick leave is reported to the Insurer, save in the situations set out in point b) below. In all cases there will be a waiting period which will be deducted from the stated period of one year for each claim.
- b) The waiting period will begin from the day on which sick leave is reported to the Insurer, as long as the sick leave certificate is submitted to the Insurer within the 72 hours following the time when it takes effect. In the event that the sick leave certificate is not submitted

within the stated period, the waiting period will begin from the day when the certificate is submitted to the Insurer regardless of the date of occurrence of the claim event.

- c) The compensation to be paid may not be greater than the average net monthly income of the Insured as earned from the performance of the professional occupations stated in the particular conditions during the twelve months prior to the date of the claim event.
- d) Parts of a month will be settled at a rate of 1/30 of the monthly compensation for the number of days the temporary disability lasts.
- e) The Insured must notify the Insurer of their taking sick leave within a maximum of 48 hours from the time at which the claim event occurs.

### 5.7.1.

IN ADDITION TO THAT SET OUT IN ARTICLE 3 OF THESE TERMS AND CONDITIONS, THE FOLLOWING ARE NOT INCLUDED IN THIS COVER:

- a) ALL ILLNESSES THAT AROSE BEFORE THE DATE ON WHICH THE POLICY WAS TAKEN OUT SAVE IN THE CASE THAT THE

INSURED WAS UNAWARE OF THEIR EXISTENCE.

- b) NEUROPATHIES AND PSYCHOPATHOLOGICAL CONDITIONS WHICH DO NOT PRODUCE OBJECTIVE SYMPTOMS THAT CAN BE MEDICALLY VERIFIED.
- c) PSYCHIATRIC TREATMENT OF ANY KIND FOR PSYCHOSIS, DEPRESSION, STRESS AND OTHER CHANGES IN THE NORMAL BEHAVIOUR OF A PERSON.
- d) SLEEP THERAPY.
- e) AESTHETIC SURGERY OPERATIONS.
- f) CLAIM EVENTS BROUGHT ABOUT BY ACQUIRED IMMUNODEFICIENCY SYNDROME.
- g) DISC AND LUMBAR HERNIAS.
- h) CLAIM EVENTS STEMMING FROM PREGNANCY, CHILDBIRTH, ABORTION OR GYNAECOLOGICAL CONDITIONS BROUGHT ABOUT BY THEM.
- i) PEOPLE WHO DO NOT PERFORM A REMUNERATED PROFESSIONAL ACTIVITY
- j) PEOPLE AGED OVER 65.

### 5.7.2.

**There is a waiting period of six months from the effect date of this cover.**

If the Insured suffers from a disability whose cause is directly related to a claim event which has led to temporary disability on a previous occasion, this cover shall take effect only when there is a minimum period of six months between the two.

### 5.7.3.

**The cover is terminated, including any compensation payments, at the end of the annual policy period in which the Insured reaches the age of 65.**

**In the event that the Insured should retire before the age of 65, the cover will be terminated at the end of the annual policy period in which their retirement takes place.**

**Sum Insured:** up to the limit stated in the Particular Conditions.

## 5.8.

### **Medical care expenses due to accident**

If as a result of an accident covered by the policy the Insured should need medical care, the Insurer will meet all costs arising from this care until the Insured has fully recovered for a maximum period of 365 days from the

date of the accident, provided that this cover has been agreed in the particular conditions and as long as the care is given by doctors or health facilities which are designated by the Insurer. Otherwise the Insurer will reimburse all medical care costs based on the accidents at work tariffs in force at the time of the accident.

In both cases the cost of hospitalisation will also be included should it be required by the nature of the injuries.

### 5.8.1.

Should the Insured be attended to by doctors or health facilities which are not included in the previous section, the compensation limit per claim for all the types of compensation established will be that stated in the particular conditions during the period of 365 days from the date of the accident.

In any of the indicated cases, the Insurer will always cover the cost of emergency care or first aid.

### 5.8.2.

Also covered are expenses arising from:

- a) Emergency transport of the injured person from the scene of the accident to the nearest health facility, SAVE IN THE CASES WHICH ARE INCLUDED IN COVER 5.13 TRAVEL ASSISTANCE.

- b) Essential trips made to receive medical care and treatment in towns other than the habitual place of residence of the Insured.
- c) The purchase and implantation of the first orthopaedic, dental, hearing or optical prosthesis required by the Insured as a result of an accident, without exceeding 10% of the sum insured for medical care expenses and up to a maximum of 300 euros.
- d) Searching for and rescuing the Insured when they have disappeared as a consequence of a covered accident up to 10% of the sum insured for permanent disability.
- e) Buying a wheelchair up to a maximum of 600 euros.

### 5.8.3.

Also included in this cover are:

- a) The cost of pharmaceutical medical care and hospitalisation as a result of heart attack (including the stay of the Insured in an ICU), even though the heart attack is not classified as an accident which is covered by this policy, up to the maximum sum indicated for health care costs due to accident in the Particular Conditions and regardless of which

doctor or health facility treats the Insured.

PEOPLE WHO HAVE CHRONIC HEART CONDITIONS OR WHO HAVE HAD CORONARY INTERVENTIONS BEFORE THE EFFECT DATE OF THE CONTRACT ARE EXCLUDED FROM THIS COVER.

- b) The cost of pharmaceutical medical care, professional fees, stay and upkeep brought about by aesthetic reconstructive surgery of the face due to an accident covered by this policy up to 10% of the sum indicated for health care costs due to accident in the Particular Conditions and regardless of which doctor or health facility treats the Insured. The operation may be carried out during the year following the Insured receiving medical clearance and as long as **the policy is still in force.**

**Health care costs included in this cover may not be claimed if they have been met by another insurance policy. Sum Insured:** up to the limit stated in the Particular Conditions.

### 5.9. **Supplementary subsistence allowance for hospitalisation due to accident**

As long as the health care costs due to accident cover has been taken out and

there is an express agreement to this effect in the particular conditions, in the event of the hospitalisation or admission of the Insured to a hospital as a result of an accident covered by the policy, the Insurer will pay them a daily subsistence allowance to meet additional costs arising from the hospitalisation or admission up to the daily amount agreed in the particular conditions and for a maximum of 90 days in compliance with the following rules:

- a) In the event of hospitalisation for surgery, payment of the daily allowance will start 24 hours after admission.
- b) In the event of admission on the orders of a doctor but with no need for surgery, payment of the daily allowance will start after 72 consecutive hours of being admitted.
- c) Original bills for additional expenses must be submitted.

**Sum Insured:** up to the limit stated in the Particular Conditions.

## **5.10. Surgery due to illness**

If as a result of illness the Insured needs to be operated on, the Insurer will refund the cost of pharmaceutical medical care and hospitalisation

arising from the operation carried out up to the maximum limit of the percentage applied for each type of surgery to the sum agreed for this cover in the particular conditions.

**There is a waiting period of six months from the effect date of this cover.**

The scale to be applied based on the type of surgery is set out in the special clause included in the particular conditions.

In the event that a surgical operation is not mentioned in the aforementioned surgery scale included in the Particular Conditions, a decision will be made about which one of those that are listed is most similar to it in terms of the time and surgical skill required. The Insured must submit original bills for the costs incurred due to the surgery they have undergone.

### **5.10.1.**

**THE FOLLOWING ARE NOT INCLUDED IN THIS COVER:**

- a) PEOPLE AGED OVER 65.
- b) PREGNANCY, CHILDBIRTH, ABORTIONS AND THEIR CONSEQUENCES.
- c) AESTHETIC, COSMETIC OR DENTAL SURGERY SAVE IN THE CASE OF AN ACCIDENT WHICH IS COVERED BY THE POLICY.

d) ALL ILLNESSES THAT BEGAN BEFORE THE DATE ON WHICH THE POLICY WAS TAKEN OUT SAVE IN THE CASE THAT THE INSURED WAS UNAWARE OF THEIR EXISTENCE.

e) STERILITY SURGERY AND ANTI-CONCEPTION METHODS (SURGICAL OR INTRAUTERINE).

**Sum Insured:** up to the limit stated in the Particular Conditions.

### **5.11.**

#### **Supplementary subsistence allowance for hospitalisation resulting from surgery due to illness**

As long as the **Surgery due to Illness** cover has been taken out and there is an express agreement to this effect in the particular conditions, in the event of the hospitalisation or admission of the Insured to a hospital as a result of surgery the Insurer will pay them a daily subsistence allowance to meet additional costs arising from the hospitalisation or admission up to the daily amount agreed in the particular conditions and for a maximum of 90 days in compliance with the following rules:

a) Payment of the daily allowance will start 24 hours after admission to the hospital or clinic.

b) Original bills for additional expenses must be submitted.

**Sum Insured:** up to the limit stated in the Particular Conditions.

### **5.12.**

#### **Family cover**

This cover extends only to the spouse of the Insured and their children that live with them, as long as this is expressly agreed in the particular conditions and only for the people listed therein.

This cover is restricted to accidents sustained in private life.

#### **5.12.1.**

If death or total or partial permanent disability should occur as a consequence of an accident covered by the policy, the Insurer will pay the compensation agreed in the particular conditions to the beneficiary in the event of death, or to the insured person in the event of disability.

In the event of permanent disability the scale set out in article 5.4 of these general terms and conditions of cover will be applicable.

#### **5.12.2.**

IN ADDITION TO THAT SET OUT IN ARTICLE 3 OF THESE TERMS AND CONDITIONS, THE FOLLOWING ARE

NOT INCLUDED:

- a) ACCIDENTS WHICH OCCUR WHILE DOING PROFESSIONAL WORK.
- b) CHILDREN AGED OVER 18.

**Sum Insured:** up to the limit stated in the Particular Conditions.

### 5.13.

#### **Travel assistance**

##### 5.13.1.

The Insurer covers payment of the benefits stated below under the following conditions:

In this cover the word below shall have the stated meaning:

#### **Insured:**

- The natural person resident in Spain who is the policyholder and their spouse, and
- Their forebears, provided that they live in the same home as the former and
- Their descendants, insofar as they live with and are financially dependent on the Insured

The rights of the Insured parties do not change and are not affected if they travel separately.

#### **Covers**

##### **Risks for people**

This cover is valid in Spain from 30 km from the home of the Insured and in the rest of the world.

In the event of accident, no minimum distance in kilometres from the home will be applied.

##### **It includes:**

##### **a) Repatriation or medical transport of injured or sick people**

Consistent with the urgency or seriousness of the case and the judgment of the attending doctor, the Insurer shall arrange and pay for the transport of the insured, including under medical supervision if required, **to a hospital in Spain near to their home or to their normal residence** when they do not need to be admitted to hospital. If the insured has been admitted to a hospital that is not near to their home, the Insurer will pay for their subsequent travel expenses to their home upon discharge.

Means of transport:

- Special air ambulance plane in the case of countries in Europe and ones bordering the Mediterranean Sea.
- Regular airline, train or ship.
- Ambulance.

In the case of benign conditions or minor injuries which are not cause for repatriation, **transport shall be made by ambulance or any other means of transport to the place where suitable care can be given.**

Under no circumstances will the Insurer stand in for the emergency services nor pay for the cost of these services.

**Under all circumstances the decision about whether or not to move injured or sick people shall be made by the doctor appointed by the Insurer in agreement with the doctor attending the Insured and, if possible, the family of the latter.**

#### **b) Repatriation or transport of family members**

When the return of one of the Insured should have taken place for any of the reasons set out in section a) above, and this prevents the rest of the Insured from continuing with their trip by the

initially planned means of transport, the Insurer shall arrange and pay for the cost of their return to their home. If the relatives of those referred to in this cover are aged under 15 or over 70 and do not have someone to accompany them on the trip, the Insurer will arrange and pay for a companion to travel with them to their home or the hospital.

#### **c) Early return**

If any of the Insured on a trip need to interrupt it due to the death of their spouse, forebears or descendants in the first degree or a brother or sister, the Insurer shall provide them with a rail ticket (**first class**) or airline ticket (**tourist class**) from the place where the Insured is at that time to the place of burial in Spain of the deceased relative, together with a return ticket to the place where the Insured was when the event took place; or alternatively two tickets to their habitual place of residence **as long as their companion is also an Insured person.**

#### **d) Travel of a family companion to be with the Insured person who is in hospital**

If the condition of the sick or injured Insured prevents their immediate repatriation or return and if their hospitalisation where they are **should last more**

than five days, the Insurer shall pay for:

A return rail ticket (**first class**) or airline ticket (**tourist class**) so that a member of the Insured's family or another person who they specify may travel to be with them in hospital. Should hospitalisation occur abroad, the Insurer will also pay for the costs of the stay of the companion, against the presentation of suitable documents in proof, **up to 60 euros a day and up to a maximum of 600 euros.**

**e) Transport or repatriation of an Insured person who has died**

In the event of the death of the Insured, the Insurer shall arrange and pay for the transport of the body from the place where death occurred to the place where it is to be buried in Spain, and for the return to their home of the other people who were accompanying the Insured and are also Insured people, as long as they are unable to return by the initially planned means of transport.

Also covered are post-mortem treatment and preparation expenses (such as the mandatory embalming and coffin for transport), in compliance with legal requirements **and up to a limit of 300 euros.**

**Under no circumstances will the cost of the coffin and burial and funeral service expenses be met by the Insurer.**

**f) Payment or reimbursement of medical, surgery, pharmaceutical and hospitalisation expenses abroad**

Under this cover the Insurer shall meet the expenses incurred by each Insured person outside Spain as a result of an accident or unforeseeable illness that takes place during the trip and within the policy period of this cover up to a limit of 3,000 euros.

Under all circumstances **dental expenses are limited to 60 euros.**

Reimbursement of these expenses shall under all circumstances be complementary to any other payments which the Insured and their successors-in-title are entitled to receive either in terms of Social Security benefits or under any other system of benefits of which they are members.

As a result, the Insured undertakes to take such steps as may be necessary to recover expenses from these bodies and to repay any sums advanced to them by the Insurer.

**g) Immobilisation in a hotel**

If on doctor's orders the sick or injured Insured is unable to return home, the Insurer shall cover expenses arising from **their extended stay in their hotel up to the sum of 60 euros per day and up to a maximum limit of 600 euros.**

#### **h) Help with finding and sending on luggage**

In the event of delayed arrival or loss of luggage, the Insurer shall assist with requesting and arranging for locating and dispatching the said luggage to the home of the Insured.

#### **i) Advance for bonds, legal defence costs and advance of cash in the event of accident, theft or illness abroad**

The Insurer will make cash payments in advance under the terms set out below in the event of the occurrence of the circumstances likewise stated below and only if the incident occurs outside Spanish national territory:

- Advance on bail bonds. If as a result of an accident the Insured is required to post bail by the authorities in the country in which the accident has taken place, the Insurer will provide them with an advance of up to 4,500 euros to meet its cost.
- Advance on legal defence costs. If as a result of an accident covered by the policy the Insured should need to hire legal defence, the Insurer will provide them with an advance of up to 1,500 euros to meet these expenses.

- Advance payment in cash in the event of accident, theft or serious illness. If the Insured should urgently need cash as a result of an accident covered by the policy, theft of their belongings or serious illness, the Insurer will provide them with an advance of up to 1,500 euros.

In order to guarantee the sum paid in advance, **the Insurer reserves the right to demand prior to making the advance that a person designated by the Insured in Spain should assume responsibility for the repayment of the advance in a verifiable way by means of a promissory note.**

The Insured undertakes to pay back the sum advanced to them by the Insurer within the two months following the date on which the advance is made.

#### **j) Finding legal professionals**

If as the result of an accident covered by the policy which occurs abroad the insured should need to hire a lawyer or court representative to mount their legal defence, the Insurer undertakes to find and provide the Insured with the professionals they need as quickly as possible.

**The fees of the Lawyer or Court Representative shall be met by the Insured.**

**k) Interpreter in the event of accident or illness**

The Insurer will pay for the cost of an interpreter abroad up to a limit of 300 euros in order to handle and process a claim event covered by the policy.

**l) Sending of urgent messages**

The Insurer shall arrange for the sending of the Insured's urgent messages arising from claim events covered by this policy.

**m) Legal information service**

In the event of a death covered by the policy, the Insurer will provide the Insured with a team of lawyers who will advise them about inheritance law.

THE FOLLOWING ARE NOT INCLUDED IN THE RISKS FOR PEOPLE COVER.

- RELAPSES IN EXISTING ILLNESSES WITH RISK OF A SUDDEN CHANGE FOR THE WORSE AND WHICH ARE KNOWN TO THE INSURED AT THE TIME OF BEGINNING THE TRIP.
- MENTAL ILLNESSES AND PATHOLOGICAL STATES KNOWN TO THE INSURED WHICH ARE SUSCEPTIBLE TO BECOMING WORSE IN THE EVENT OF GOING ON A TRIP.

- PREGNANCIES. NONETHELESS, CASES INVOLVING UNFORESEEABLE COMPLICATIONS ARE COVERED UP TO THE SIXTH MONTH.
- EXPENSES RELATED TO CHRONIC ILLNESS, PROSTHESES OF ANY TYPE, THERMAL CURES AND DENTAL TREATMENT.
- ANY TYPE OF MEDICAL EXPENSE COMING TO LESS THAN 30 EUROS.
- TAKING PART IN SPORTING COMPETITIONS AND THE RESCUE OF PEOPLE IN THE MOUNTAINS, SEA OR DESERT.

**Additional Conditions**

- a) The general terms and conditions of the policy shall be applicable to these supplementary covers insofar as they do not conflict with the provisions of this article. At any event the Insurer is not responsible for any delays or breaches which are due to Acts of God.
- b) With respect to the travel expenses of insured people, the Insurer shall only meet the excess over and above their normal cost (train, plane or boat tickets, motorway tolls, fuel for the vehicle, etc.)

- c) In order for the Insurer to fulfil its obligations it must be immediately advised of the insured contingencies and it must have given its authorisation. The refunding of expenses shall be made against the presentation of documents in proof (bills, receipts or similar) and within the agreed limits. The Insurer reserves the right to require Insured parties to return any tickets that have not been used.
- d) The Insurer shall be subrogated in the rights and actions that might correspond to the insured persons against any responsible third party up to the limit of the amount they have paid for the respective claim.

## **Article 6.**

### **Automatic appreciation of sums insured**

The sums insured insured by this contract shall be automatically changed at the expiry of each annual premium, as long as this is expressly agreed in the particular conditions, based on the increase in the Consumer Price Index published by the National Statistics Institute or whatever is agreed between the two parties.

**Automatic appreciation shall not be applicable to the Death due to Heart Attack, Family, Travel Assistance due to Accident and Assistance with Personal Injury Claims covers, or to covers in which a sublimit for compensation is expressly established, or to excesses.**

## **Article 7.**

### **Scope of cover**

The policy extends to the whole world within the field of cover and when doing the activities set out in the Particular Conditions.

# assistance with personal injury claims

The terms and conditions set out below are applicable to this Assistance with Personal Injury claims cover:

## Article 1. Definitions

The Insured means:

- The Policyholder.
- Their spouse or, if applicable, the person who as such permanently lives in the legal home of the Policyholder.
- The forebears of both who live in the home of the Policyholder.
- Their single children who live with the Policyholder and who are:
  - a) minors,
  - b) of full legal age as long as they do not do any paid work.
  - c) legally incapacitated or made so to provide for their maintenance.

- People who live with the Policyholder, are financially dependent on them or who do not have another legal home

The Policyholder may oppose the provision of services or covers contained in the policy to the other Insured parties.

## Article 2. Purpose and scope of the cover

The Insurer undertakes, within the limits laid down by law and in the contract, to meet the costs the Insured may incur as a result of their involvement in administrative, legal or arbitration proceedings and to provide them with the judicial and extrajudicial legal assistance services derived from the insurance contract.

The Insurer will meet the cost of the legal defence of the interests of the Insured.

The Insurer will meet the following expenses:

- a) **The charges, fees, and court costs stemming from the steps involved in the proceedings that are covered.**
- b) **The fees and expenses of lawyers.**
- c) **Fees and sundry expenses of a court representative when their intervention is mandatory.**
- d) **Notary fees and the cost of granting power of attorney for lawsuits, as well as legal documents, requirements and other actions necessary for the defence of the interests of the Insured.**
- e) **Fees and expenses for any appraisers who may be needed.**
- f) **The posting in criminal cases covered by the policy of the bail bonds demanded of the Insured in order to:**
  - 1. **Achieve their release on bail.**
  - 2. **Guarantee their appearance in court.**
  - 3. **Meet the payment of court costs NOT INCLUDING COMPENSATION AND FINES.**

## **Article 3.**

### **Geographical Scope**

All insured claim events that occur in Europe and which are subject to the authority of Spanish courts and tribunals are covered for all risks included in this chapter.

## **Article 4.**

### **Covers**

#### **4.1.**

#### **Claims for damages**

This cover includes claims against responsible third parties for compensation which may be due to the Insured or their successors-in-title as a result of accidents in which the Insured sustains personal injury, **when this is not covered by any other policy that the Insured has taken out.**

Also included are claims in litigation with the National Social Security Institute for rights arising from the Insured's disability pension or the widow/widower pension to which their spouse is entitled as a result of an accident sustained by the Insured.

**In the event that the Insured sustains personal injury due to an accident and as a result requests a third party**

to provide a service, claims for damages due to the failure to provide, or the defective provision of, the requested service is also covered.

#### 4.2.

#### **Legal Assistance by Telephone**

The Insurer will provide the Insured with a lawyer who will inform them by telephone in the event of any litigation about the scope of their rights and the best way of defending them in connection with this assistance with personal injury claims cover.

This legal information will be provided via the Servicios Zurich-Accidentes helpline.

### **Article 5. Compensation and claims that are not covered**

THE FOLLOWING ARE NOT INCLUDED IN THIS COVER:

- a) COMPENSATION AND ANY INTEREST DERIVED FROM IT, AND ANY FINES OR PENALTIES THAT MAY BE IMPOSED ON THE INSURED.
- b) TAXES AND OTHER FISCAL PAYMENTS ORIGINATING FROM

THE FILING OF PUBLIC OR PRIVATE DOCUMENTS WITH OFFICIAL BODIES.

- c) EXPENSES ARISING FROM LEGAL JOINDER OR COUNTERCLAIMS WHEN THEY REFER TO MATTERS OTHER THAN THOSE INCLUDED IN THE POLICY COVERS.
- d) EVENTS ARISING FROM THE INSURED TAKING PART IN SPORTS COMPETITIONS AND CONTESTS AS A PROFESSIONAL.
- e) ANY TYPE OF ACTIONS WHICH ARISE EITHER DIRECTLY OR INDIRECTLY FROM EVENTS BROUGHT ABOUT BY NUCLEAR ENERGY, GENETIC MODIFICATION, RADIOACTIVE RADIATION, NATURAL DISASTERS, ACTS OF WAR, DISTURBANCES AND ACTS OF TERRORISM.
- f) LITIGATION ARISING FROM WAR, THE ACTIONS OF THE ARMED FORCES OR LAW ENFORCEMENT AGENCIES, RIOTING, POPULAR UNREST AND REVOLUTIONS.
- g) LITIGATION ARISING FROM OR WHICH IS BROUGHT ABOUT BY STRIKES, COLLECTIVE LABOUR DISPUTES OR REDUNDANCY PLANS.

- h) EVENTS VOLUNTARILY BROUGHT ABOUT BY THE INSURED OR THOSE WHICH INVOLVE WILFUL MISCONDUCT OR SERIOUS FAULT ON THE PART OF THE INSURED AS DETERMINED BY A FINAL COURT RULING.
- i) CLAIM EVENTS CONNECTED WITH THE USE OF MOTOR VEHICLES AND THEIR TRAILERS.
- j) EVENTS WHOSE ORIGIN OR FIRST APPEARANCE TOOK PLACE BEFORE THE EFFECT DATE OF THE POLICY AND THOSE WHICH OCCUR AFTER TWO YEARS HAVE ELAPSED SINCE THE DATE ON WHICH THIS CONTRACT WAS CANCELLED OR TERMINATED.

## Article 6. Sum insured

Up to 100% of the sum insured indicated for this cover in the particular conditions. **Events which have the same cause and have taken place at the same time will be deemed to be a single claim.**

## Article 7. Processing of claims

### 7.1. Definition of a claim

For the purposes of this policy, a claim is understood to be an unforeseen action or event that harms the interests of the insured or changes their legal position.

In the case of criminal offences, the insured claim event will be deemed to have occurred at the time when the offence took place or is alleged to have taken place.

In instances of claims for non-contractual fault, the claim event will occur at the same time at which the damage was caused.

In contractual litigation, a claim event will be deemed to have taken place at the time when the Insured and the opposing party or a third party initiated or allegedly initiated the breach of the contractual regulations.

In tax law issues, the claim event will be understood to have occurred at the time when the tax return was filed, or if applicable on the date on which it should have been filed.

## 7.2.

### **Waiting period and minimum litigation sum**

The waiting period is the time during which claims are not covered after the policy comes into effect.

**In cases related to contractual issues, the waiting period will be three months from the date on which the insurance came into force.**

Legal defence costs are not covered in legal claims for less than 300 euros.

## 7.3.

### **Claims procedure**

Processing of the Insurer's legal defence insurance claim events is handled by ARAG COMPAÑÍA INTERNACIONAL DE SEGUROS Y REASEGUROS S.A., which is a legally separate company. The Insured should report the claim event by calling the Servicios Zurich-Accidentes helpline.

Once the claim has been accepted, the Insurer will then take the steps required to achieve a settlement that recognises the claims and rights of the Insured.

If the attempt to obtain an amicable or out-of-court settlement does not produce a result that is satisfactory to the Insured, the Insurer will begin legal action provided that this is requested by the interested party and their claim is reasonable.

In this case the Insurer will inform the Insured of their right to a free choice of professionals to represent and defend them in the litigation.

In all other circumstances, once the claim has been accepted, the service will be provided in accordance with the nature and circumstances of the incident.

## 7.4.

### **Disagreements in claim processing**

When the Insurer believes that filing a lawsuit or an appeal is not advisable as in its view there is little likelihood of success, it will inform the Insured.

The Insured will have the right, within the limits of the cover that they have taken out, to reimbursement of any costs incurred as a result of lawsuits and appeals made after a disagreement with the Insurer when they have obtained a more beneficial result by acting on their own account.

## 7.5.

### **Selection of a lawyer and court representative**

The Insured will have the right to freely choose the court representative and lawyer who will represent them and defend them in any type of legal procedure.

The Insured must inform the Insurer of the name of the lawyer and court

representative they have selected before appointing them. The Insurer may reject the professionals chosen on justifiable grounds.

If the lawyer or court representative chosen by the Insured does not reside in the judicial district where the proceedings are to be held, the travelling expenses and fees which the appointed professional may bill for shall be borne by the Insured.

The professionals chosen by the Insured will have the broadest freedom in deciding on strategy in the matters entrusted to them, and shall not be subject to the Insurer's instructions.

The Insurer shall not be responsible for the actions of these professionals nor for the result of the matter or proceedings. However, the aforementioned professionals will have to inform the Insurer about what they are doing in the matter under litigation.

When a lawyer or court representative is required to act in an emergency before the claim has been reported, the Insurer will also pay the fees and costs arising from any action they make take.

## 7.6.

### **Payment of fees**

The Insurer will pay the fees of the lawyer who acts in the defence of the Insured in accordance with the rules established for that purpose by the General Council of Spanish Lawyers (*Consejo General de la Abogacía Española*). In the absence of such rules those of the respective bar associations will apply.

**The guideline rules for fees of the bar associations will be deemed to be the upper limit of the Insurer's obligations. Disputes and discrepancies with respect to the interpretation of the said rules will be submitted to the competent commission of the bar association concerned.**

**The fees of the court representative, when their involvement is mandatory, will be paid in accordance with relevant tariffs or scales.**

## 7.7.

### **Transactions**

The Insured may reach a compromise settlement in the matter at hand, but if this results in obligations or payments to be borne by the Insurer, both must always act after prior mutual agreement has been reached.

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Inscrita en el R.M. de Barcelona, Tomo 31.069, Folio 12, Hoja B-184183, Inscripción 261,  
C.I.F. A/28360527

