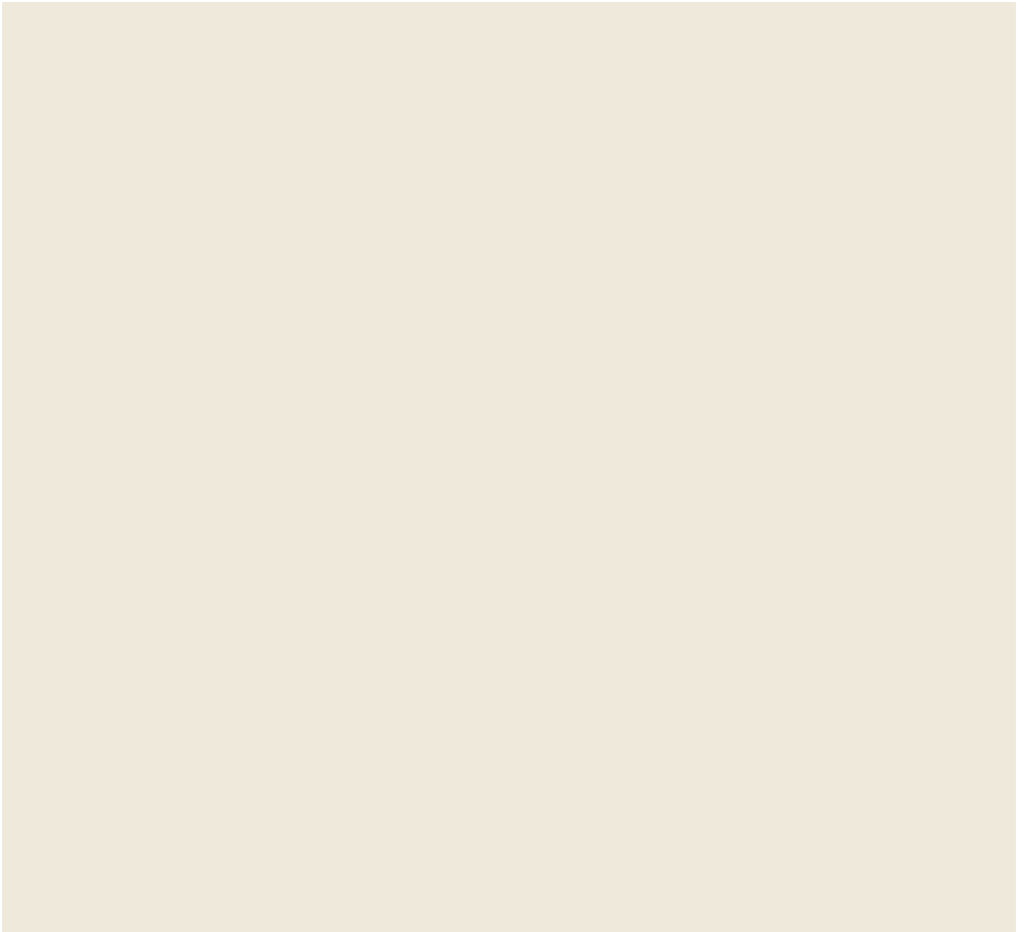
ZURICH

Zurich Accidents

General Conditions of Guarantees



Welcome to Zurich

We would like to welcome you to the company and remind you that we are always available to help you with anything you need.

Zurich is committed to giving you the finest service whenever you need it with fast and effective solutions and clear information.

In these terms and conditions you will find a detailed description of what is in your new Zurich Accident insurance.

Enjoy the peace of mind of knowing that we’re always by your side!

ZURICH ACCIDENT

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I. Legal Regulations

Insurance company and authority supervising its operations

Zurich Insurance Public Limited Company is an insurance company registered in Ireland with Registration No. 13460, whose registered office is Zurich House, Ballsbridge Park, Dublin 4, Ireland. It is supervised and registered by the Central Bank of Ireland and authorised to operate in Spain under the right of establishment through its branch Zurich Insurance plc, Sucursal en España.

Zurich Insurance plc, Sucursal en España, holder of NIF W0072130H, whose registered address is Vía Augusta 200, 08021 Barcelona, is registered in the Administrative Registry of the General Insurance and Pension Funds Directorate with code no. E0189.

Pursuant to Section 123 of Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurers and reinsurers, it is hereby stated that in the event of the liquidation of the insurer, Spanish liquidation regulations do not apply.

Applicable legislation

- Insurance Contract Act 50/80, of 8 October.
- Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July.
- Insurance Compensation Consortium Legal Statute Regulation Act 7/2004, of 29 October.
- Any other regulation that might be applicable during the lifetime of the policy.

Complaints and claims

Complaints and claims may be submitted to the company's Customer Ombudsman under the procedure set out in the Customer Ombudsman Regulations drawn up by the company and which are available on our website **www.zurich.es**. These Regulations comply with the requirements of Ministerial Order ECO 734/2004 and any other regulations that may replace or amend it.

The Customer Ombudsman as regulated in the aforementioned Regulations will give its decision within the time limit indicated in the latter from the filing of the complaint or claim. At the end of that period the claimant may appeal to the Complaints Service of the Insurance and Pension Plans General Directorate where appropriate.

Cancellation clause for distance contracts

In the case of insurance that is taken out exclusively by means of distance communication media, and for purposes other than the insured's business or professional activities, the insured may cancel the distance contract within fourteen calendar days of it being signed, provided that the adverse event covered by the insurance has not occurred, with-

out stating their reasons and without penalisation, in compliance with Article 10 of the Distance Marketing of Financial Services for Consumers Act 22/2007. To exercise this right the insured should write to the insurer. The insurer reserves the right to retain the part of the premium which is proportional to the cover period. The right of cancellation will not be applicable to compulsory insurance, travel or luggage policies lasting less than a month, or to ones whose effect terminates within the fourteen calendar day period.

Protection of personal details

Personal details will be stored in files owned by Zurich Insurance, plc, Sucursal en España, and its parent company Zurich Insurance, plc., whose purpose is and may be the proposal, completion, maintenance and control of the insurance contract and the carrying out of statistical studies, quality studies, technical analysis, the management of coinsurance if applicable and fraud prevention and processing by the parent company for the prevention of money laundering or the financing of terrorism.

Your personal details are provided voluntarily but are nonetheless necessary for the implementation of the contractual relationship. At any time you may exercise your rights of access, rectification, cancellation and opposition by writing to the contracting company which is responsible for the files and their processing, and whose address for this purpose is Vía Augusta 200, 08021 Barcelona.

Likewise, your personal details will also be used to enable Zurich Insurance plc Sucursal en España, Zurich Vida and Aide Asistencia, and other companies legally linked to the aforementioned organisations and through their authorised intermediaries, to offer products and services and to send information about products, goods or services which are marketed by other organisations and which, according to the personal details you have given us, may best meet your needs. If you do not wish your personal details to be used for this purpose, please tell us by writing to zurichlopd@zurich.com.

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

Implementation of International Public Order

Without prejudice to the conditions of this agreement, the insurer of the coverage will not be required to make payments or provide a service or benefit for any insured or third party if such coverage, payment, service or benefit and/or any other business or activity of the insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue in the event that the insurer, when completing the procedures provided for in the said regulations, should exceed the maximum time allowed for compliance with certain obligations.

II. What to do in the event of a loss

You are reading the Zurich Accident policy which you have taken out with us.

What covers do you get with the insurance?

You will find a summary on page 8.

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

What to do in the event of a loss

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

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

- Use all means within your power to minimise its consequences.
- Read the “Object and Scope of the Insurance” section of your policy carefully and make sure that the loss really is covered.
- Contact us or your broker and give a detailed explanation of what caused the loss 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 legal authorities or report the incident to the police, depending on the type of loss, stating the date and time when it occurred, the causes, circumstances, damaged objects and an estimate of the damage.

III. Summary of covers and maximum compensation limits for 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 these Terms and Conditions.)

Accidental death

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

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.
- Cost of admission and stay in hospital.
- Emergency transport of the injured person to the closest hospital.
- Trips made to receive medical care and treatment in other towns during recovery.
- Cover of the first orthopaedic, dental, hearing or optical prosthesis.
- Search and rescue of the Insured.

- Buying wheelchairs.
- Medical 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

IV. Terms and Conditions

(Mod. 2/2.01.03.35 MAY2016)

Article 1. Definitions

As used in this contract the following words will 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 functional impairment 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. Personal 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 decease of the Insured as the direct result of an accident.

Article 2. Object 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. Those brought about 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 Terms and Conditions.
4. Those 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 contamination.
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 one year.
11. Those occurring while doing aerial sports in general (parachuting, ballooning, hang-gliding, ultra light aircraft, gliders and similar).
12. Those resulting from manifestly dangerous or criminal actions on the part of the insured unless 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 consequences stemming from operations or medical treatment which are not the result of an accident, save for the covers providing for their inclusion in these 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 atmospheric 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 carriage of passengers.
18. Those sustained by people under the age of 27 while using mopeds or motorbikes, unless otherwise indicated in the Schedule.
19. Those which take place while driving motor vehicles if the insured does not have an appropriate driving licence 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 Schedule.
22. Those declared by the national government to be a 'national catastrophe or disaster'.
23. Heart attack, unless expressly included in the Schedule.
24. Stroke.
25. Losses derived from illnesses or accidents which occurred prior to the inception date of the policy.
26. Accidents sustained by people who are short-sighted by more than eight dioptres in one eye and are not wearing proper vision correction.

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, student pilots and groups of people insured by a group insurance policy and who constantly travel together, such as sports teams, orchestras, entertainment groups and similar.

If group insurance is taken out, a limit of €3,000,000 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, 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 in cases of people in which the sum insured is higher, in one or more accident insurance policies taken out with the insurer. 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 will 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, and those who have suffered from any type of stroke.

   If any of these illnesses should occur, the Insured must notify the insurer to assess whether the Insurance can be continued and/or its conditions. If the insured does not do this, 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 by an illness which is either pre-existing or appears after the accident and results from causes unrelated to the accident, the Insurer will only accept responsibility for the consequences that the accident would have had had it not been for the aggravating impact of the illness.

   If there is any disagreement about the assessment of these cases, the provisions of Article 38 in the Insurance Contracts Act concerning loss adjusters and experts will apply.

   If either party contests the assessment, the parties will resolve their differences using the means established for Civil and Commercial Mediation in accordance with its regulations.

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 will automatically be terminated at the end of the insurance period in which the Insured reaches the age of 70. Nonetheless, cover of the risk can be extended in accordance with special conditions mutually agreed between the parties.

5. People who are in a situation of temporary incapacity for work or have provisional disability.

Article 5. Covers

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

5.1. DEATH

If the Insured dies as the result of an accident covered by the policy within five years from the day on which the accident took place, the Insurer will pay the sum insured to the beneficiary or beneficiaries designated by the Policyholder.

If no beneficiaries have been designated, the Insurer will 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 €6,000 against payment of the sum insured to meet expenses resulting from the death.

Sum insured: up to the limit stated in the Schedule.

5.2. DEATH DUE TO 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 will pay the supplementary capital sum set out in the schedule.

Sum insured: up to the limit stated in the Schedule.

5.3. DEATH DUE TO 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 schedule, 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 Schedule 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 this cover prior to taking it out.

5.4. PERMANENT DISABILITY

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

5.4.1.

In the event of total permanent disability, the compensation to be paid by the Insurer will be determined based on the sum insured for this eventuality and depending on the type of insurance agreed in the schedule.

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%.

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 consequences will be determined based on the scales below:

Injury	Degree of disability
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%
Loss or absolute disablement:	
– Of the right arm or hand	60%
– Of the left arm or hand	50%

Injury	Degree of disability
– 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%
– Of 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 above 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 sum insured agreed in the schedule.

• 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 sum insured agreed in the schedule.

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 sum insured depending on the type of insurance stated in the schedule.

Degree of disability	Type 250%	Type 400%	Degree of disability	Type 250%	Type 400%
26	27	28	64	124	184
27	29	31	65	128	190
28	31	34	66	131	196
29	33	37	67	135	202
30	35	40	68	138	208
31	37	43	69	142	214
32	39	46	70	145	220
33	41	49	71	149	226
34	43	52	72	152	232
35	45	55	73	156	238
36	47	58	74	159	244
37	49	61	75	163	250
38	51	64	76	166	256
39	53	67	77	169	262
40	55	70	78	173	268
41	57	73	79	176	274
42	59	76	80	180	280
43	61	79	81	183	286
44	63	82	82	187	292
45	65	85	83	190	298
46	67	88	84	194	304
47	69	91	85	197	310
48	71	94	86	201	316
49	73	97	87	204	322
50	75	100	88	208	328
51	79	106	89	211	334
52	82	112	90	215	340
53	86	118	91	218	346
54	89	124	92	222	352
55	93	130	93	225	358
56	96	136	94	229	364
57	100	142	95	232	370
58	103	148	96	236	376
59	107	154	97	239	382
60	110	160	98	243	388
61	114	166	99	246	394
62	117	172	100	250	400
63	121	178			

5.4.4.

Types of progressive permanent disability insurance (250% or 400%)

These are not applicable to:

- People who are aged over 65, for whom 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.
- Insurance policies which last less than one year.
- Policies in which the insured are not named.
- People who have organs or limbs affected by some degree of disability before the loss occurs.

5.4.5.

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

The degree of disability resulting from an accident will not be increased by the fact that prior to this accident the Insured had 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 will be carried out after the medical certificate of disability has been submitted. The Insurer will 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 will submit themselves to the decision of medical adjusters as laid down by law.

If the Insured should die after disability has been established, any amounts paid by the Insurer will 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 Schedule.

Sum insured: up to the limit stated in the Schedule.

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 will pay the supplementary capital sum set out in the Schedule. Only the scale in section 5.4.2 will be applicable to this cover, and the types of progressive disability insurance are expressly excluded.

Sum insured: up to the limit stated in the Schedule.

5.6. TEMPORARY DISABILITY DUE TO ACCIDENT

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

a) The compensation will be paid from the day stated in the schedule, 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 schedule; or
- The proportional part of this compensation when the disability is only partial.

b) If the Insured does not do any paid work, the full daily compensation will only be paid when they cannot leave their rooms or home.

c) This compensation will 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 of 48 hours from the time when the loss takes 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 loss.

Sum insured: up to the limit stated in the Schedule.

5.7. TEMPORARY DISABILITY DUE TO ILLNESS

If as a result of an illness covered by the policy the insured suffers temporary disability, where temporary disability means that which prevents the insured person from working full-time in the occupations stated in the schedule for a specified period of time, the Insurer will pay the Insured the compensation agreed in the Schedule in compliance with the following rules:

a) The compensation will be paid from the day stated in the schedule 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 an excess period which will be deducted from the stated period of one year for each claim and which will be met by the Insured for each claim.

b) The excess 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 excess period will begin from the day when the certificate is submitted to the Insurer regardless of the date of occurrence of the loss.

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 schedule during the twelve months prior to the date of the loss.

d) Parts of a month will be settled at a rate of 1/30 of the monthly compensation times the number of days the temporary disability lasts.

e) The Insured must notify the Insurer that they are taking sick leave within a maximum of 48 hours from the time at which the loss 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 began 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 have 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 or rest cures.

e) Aesthetic surgery.

f) Losses brought about by acquired immunodeficiency syndrome.

g) Herniated discs and lower back pain.

h) Losses 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 loss which has led to temporary disability on a previous occasion, this cover will only take effect 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 Schedule.

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 it 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 schedule 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 expenses based on the accidents at work rates 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 will be that stated in the schedule 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.

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.

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 medical care costs due to accident in the Schedule and regardless of which doctor or health facility treats the Insured.

   People who have chronic heart conditions or have undergone 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 resulting from aesthetic reconstructive surgery of the face due to an accident covered by this policy up to 10% of the sum indicated for medical care costs due to accident in the Schedule 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.**

Medical 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 Schedule.

5.9. SUPPLEMENTARY SUBSISTENCE ALLOWANCE FOR HOSPITALISATION DUE TO ACCIDENT

As long as the 'Medical Care Expenses due to Accident' cover has been taken out and there is an express agreement to this effect in the schedule, 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 schedule 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 admission.

c) Original bills for the additional costs must be submitted.

Sum insured: up to the limit stated in the Schedule.

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 schedule.

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 schedule.

In the event that a surgical operation is not mentioned in the aforementioned surgery scale included in the Schedule, 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 Schedule.

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 schedule, 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 schedule 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.

b) Original bills for the additional costs must be submitted.

Sum insured: up to the limit stated in the Schedule.

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 schedule and only for the people listed therein.

This cover is restricted to non-occupational accidents.

5.12.1.

If death or total or partial permanent disability should occur as a consequence of an accident covered by the policy within five years from the date on which the accident took place, the Insurer will pay the compensation agreed in the schedule 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 terms and conditions 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 Schedule.

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 will 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 them, 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 will 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 will be carried out 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 or pay for the cost of these services.

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

b) Repatriation or transport of family members

When the return of one of the Insured has 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 their initially planned means of transport, the Insurer will 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 an attendant 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 will 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 companion or relative 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 is to **last more than five days**, the Insurer will 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 a day and a maximum of €600.**

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

In the event of the death of the Insured, the Insurer will 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 their 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.**

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 will 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.

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

Reimbursement of these expenses will under all circumstances be supplementary 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) Extension of stay in a hotel

If the sick or injured insured person is unable to return home in the opinion of the attending doctor supported by the doctor appointed by the Insurer, the latter will cover expenses arising from their **extended stay in their hotel up to the sum of €60 per day and up to a maximum limit of €600.**

h) Help with finding and forwarding luggage

In the event of delayed arrival or loss of luggage, the Insurer will help with requesting and arranging for locating and dispatching this 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 covered by the policy, 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 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 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, the theft of their belongings or serious illness, the Insurer will provide them with an advance of up to €1,500.

In order to provide a security for 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 will 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 in order to handle and process a loss covered by the policy.

l) Sending urgent messages

The Insurer will arrange for the sending of the Insured's urgent messages arising from losses 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.

5.13.2. 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 suscepti-ble 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.
- Taking part in sporting competitions and the rescue of people in the mountains, sea or desert.

ADDITIONAL CONDITIONS

a) The Terms and Conditions of the policy will 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 will 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 will 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 will be subrogated to the rights and actions that may correspond to the insured persons against any responsible third party up to the limit of the amount paid for the respective claim.

Article 6. Indexation of sums insured

The Policyholder may agree in the Schedule that the sums insured by this policy will be automatically changed at the end of each annual policy period based on increases in the official consumer price index.

The rate to be used for each calendar year will be the latest year-on-year consumer price index published by the National Institute of Statistics on 31 October in the previous year.

The percentage used as the indexation rate will not be less than 3%.

Indexation will not be applicable to the 'Family cover', 'Travel assistance' and 'Assistance with claims for damages' covers, or to covers in which a sublimit for compensation is expressly established or to excesses.

The parties may oppose the renewal of this indexation of sums insured clause by writing to the other party at least two months prior to the end of the then current policy period.

Article 7. Scope of cover

The policy extends to the whole world within the scope of cover and when doing the activities set out in the Schedule.

V. Assistance with claims for damages

The terms and conditions set out below are applicable to this Assistance with Claims for Damages 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) aged under 18,

b) aged over 18, 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 who are financially dependent on them and do not have another legal address.

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

ARTICLE 2. OBJECT 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 in- and out-of-court 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 adjusters 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 events occurring in Spain and in Europe and which are subject to the authority of Spanish courts and tribunals are covered.

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 claim 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 concerning rights arising from the Insured's disability pension or the widow/widower pension to which their survivor 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 claims for damages cover.

This legal information will be provided via the Zurich-Accident Services 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 as well as 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 inclusion of additional counts 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) Losses 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 schedule. **Events which have the same cause and have taken place at the same time will be deemed to be a single loss.**

ARTICLE 7. PROCESSING OF CLAIMS

7.1. Definition of a loss

For the purposes of this cover, loss means any unforeseen action or event that is harmful to the Insured's interests or changes their legal position.

In the case of criminal offences, the insured loss will be deemed to have occurred at the time when the offence is committed or is alleged to have been committed.

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

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

In tax law issues, the loss 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 value in dispute

The waiting period is the time during which losses 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 comes into force.

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

7.3. Procedure in the event of a loss

The Insured should report the loss by calling the Zurich-Accident Services 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 legal professionals to represent and defend them in the litigation.

In all other cases, 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. Choice of a lawyer and court representative

The Insured will have the right to freely choose the court representative and lawyer who will represent 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 reasonable 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, any travelling expenses and fees which they may bill for will 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 will not be subject to the Insurer's instructions. The Insurer will not be responsible for the actions of these professionals or 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 loss 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. 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. Any discrepancies about the interpretation of these rules will be submitted to the relevant committee 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. Settlements

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.

Zurich Insurance plc Sucursal en España
Vía Augusta, 200
08021 Barcelona
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08021 Barcelona. Tax ID (NIF): W0072130H

www.zurich.es

@zurichseguros

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