

# Asistencia Inclusión

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## General Conditions



**SPECIAL CONDITIONS –ASISTENCIA INCLUSIÓN**

For the Policy with number A-749 in which INTERMUNDIAL XXI, S.L.U., Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker and UNIÓN DE AUTOMÓVILES CLUBS, S.A. DE SEGUROS Y REASEGUROS (UNACSA) Sociedad Unipersonal, Sociedad Unipersonal.

**TABLE OF BENEFITS****ASSISTANCE GUARANTEES**

Medical expenses for illness or accident of the Insured,	
included due to COVID-19 .....	3.000 €
Emergency dental expenses.....	150 €
Repatriation or patient transport of injured or sick persons. ....	2.500 €
Repatriation or transfer due to death .....	unlimited
Accommodation due to the extension of stay,	
including due to COVID-19 (100€/day).....	1.000 €
Travel and stay of a fellow traveler due to the Insured	
being hospitalized (more than 5 days).....	750 €
Shipment of medicines that are not available abroad .....	included
Early return home .....	unlimited
Transmission of urgent messages .....	included
Telemedicine .....	included

**CIVIL LIABILITY GUARANTEES**

Private Civil Liability Insurance (150€ deductible).....	15.000 €
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**INSURED:** A natural person who is the holder of the right to the provision of the Insurer who, failing the Policyholder, assumes the obligations arising from the Contract. For all purposes, travelers are those persons who, with the Policyholder, engage services involving travel, a journey, or a stay outside their habitual residence, whose names, destinations and duration of the trip are included in the Insurer's database prior to the start of the journey. **This is a receptive product, and, therefore, it is valid to insure people of any nationality with residence in any country in the world except Spain and with a travel destination in Spain and/or the European Union. For the purposes of the guarantees and limits of compensation described in each of them, the domicile of the Insured is that of his/her habitual residence in his/her different countries of origin.**

- 1 Commercial premium (includes commercial premiums of the branches covered by the policy as well as taxes (IPS, RLEA, Consortium,...)).
- 2 Liquidation Surcharge of Insurance Entities of Los Ramos covered by UNACSA.
- 3 Tax on insurance premiums of Los Ramos covered by UNACSA.

The Policyholder accepts all the Conditions of the policy and also those that have been expressly stipulated and are detailed below:

**ONE. EFFECT AND DURATION OF THE COVERAGE OF THE INSURANCE POLICY.** The period of coverage of the risks described in the General Conditions of this policy will coincide with the duration of the trip, being understood as such the days between the outbound and return trip.

**The insurance coverage cannot be renewed once it has finished.**

**TWO.** In accordance with the provisions of Clause Nine of the General Conditions of this policy, the Mediator will provide the following information for each Insured: Name and surname, date of departure and return of the trip, date of contract, address and destination.

Based on the movements, stipulated in Clause Novena of the General Conditions of this policy, the Insurer will issue the corresponding receipts, which must be paid by the Mediator within a period not exceeding thirty days from the date of issue of the invoice. Corrections or adjustments to such invoices will be included in the billing of the following period.

Likewise, the Policyholder undertakes to inform the Insured of the existence of the of the insurance company with which he/she subscribes the same, as well as to deliver a copy of the general conditions of the insurance (including the reference to the processing of personal data).

**THREE.** Two months before the contract expires, the premiums will be reviewed, which will be raised to the appropriate extent for the coverage of the covered risks.

In this case, if the Policyholder does not accept the increase of premiums proposed by the Insurer, he/she may choose to terminate the Contract, in any case complying with the General Conditions of this policy, the Insurance Contract Law and the other applicable regulations in force.

**FOUR.** The parties agree to keep any information that has been provided between them in compliance with this agreement confidential, unless such information is public.

**FIVE.** The Insurer, through the exclusive telephone line, will give a personalized response to all the members of the Insured Group, attending the calls they make requesting services on behalf of the Policyholder with the formula "SPANISH ROYAL AUTOMOBILE CLUB, HOW CAN I HELP...".

**SIX.** On expiry of the term stipulated in the Contract, it shall be tacitly extended for one year, and so on, unless, with no less than **ONE MONTH's notice in the case of the Policyholder or TWO months in the case of the Insurer** before the conclusion of the insurance in force, either party objects to the extension of the contract by notifying the other party thereof in writing.

For these purposes, it is stipulated that the notice of the Policyholder must be addressed to the registered office of the Insurer, and that of the Insurer, to the domicile declared by the other contracting party.

**GENERAL CONDITIONS****PRELIMINARY CLAUSE: Governing law.**

This Insurance Contract is governed by Spanish law; in particular, by Law 20/2015 of July 14 on the Planning, Supervision and Solvency of Insurance and Reinsurance Entities, by Law 50/1980, of October 8, on the Insurance Contract, by Royal Decree 1060/2015, of 20 November, of the Management, Supervision and Solvency of Insurance and Reinsurance Entities, and for the other complementary and concordant provisions, and as agreed in the General and Particular Conditions of this Contract, the limiting clauses of the rights of the insured not being valid unless they have been specifically accepted by the latter. This acceptance shall not be required for mere transcripts of legal precepts or reference thereto.

**CLAUSE ONE: Definitions.**

For the purposes of this insurance policy, the following definition shall be used:

**INSURANCE COMPANY:** UNIÓN DE AUTOMÓVILES CLUBS, S.A. DE SEGUROS Y REASEGUROS (UNACSA), Single-Shareholder Company, which assumes the coverage of the risks covered by this contract and the claims payments corresponding thereto. This insurance company has its registered office in Spain exercising its activity under the supervision and control of the Spanish authorities through the Directorate General of Insurance.

**POLICY:** This is the document that contains the Regulatory Conditions of the Insurance. The General Conditions, the Particular Conditions that individualize the risk, and the supplements or appendices that are issued thereto to complete or amend it are an integral part thereof.

**PREMIUM:** This is the price of the insurance, the amount of which, together with its taxes and surcharges, must be made effective according to the conditions stipulated in the policy. **INSURED EVENT.** The sudden, accidental and unforeseen event that has occurred within the period of validity of the policy. The total of the damages caused by the same event constitutes one insured event.

**INSURED EVENT.** The sudden, accidental and unforeseen event that has occurred within the period of validity of the policy. The total of the damages caused by the same event constitutes one insured event.

**SUM INSURED.** The amount established in the General Conditions and/or in the Particular Conditions, which constitutes the maximum limit of the compensation to be paid by the Insurer in the event of an insured event.

**FRANCHISE.** The amount expressly stipulated in the General Conditions, in absolute value or as a percentage of the sum insured, which will be deducted from the compensation that must be paid to the Insurer in the event of each insured event and that will be entirely borne by the Insured.

**MEDIATOR. Intermundial XXI, S.L., Insurance Brokerage,** with registered office at C/ Irún, 7, 28008 Madrid, registered in the R.D.G.S. and F.P. with No. J-1541 and with civil liability insurance and surety stipulated pursuant to Law 26/06 MSRP.

**POLICYHOLDER.-** The natural or legal person that appears in the Particular Conditions of Insurance and that together with the Insurer subscribes this Policy, and to which the obligations that derive therefrom correspond, except those that by their nature must be fulfilled by the Insured.

**INSURED.** The natural person who is the holder of the right to the provision of the Insurer who, failing the Policyholder, assumes the obligations arising from the contract. For all purposes, travelers are those persons who, with the Policyholder, engage services involving travel, a journey, or a stay outside their habitual residence, whose names, destinations and duration of the trip are included in the Insurer's database prior to the start of the journey.

**This is a receptive product, and, therefore, it is valid to insure people of any nationality with residence in any country in the world except Spain and with a travel destination in Spain and/or the European Union. For the purposes of the guarantees and limits of compensation described in each of them, the domicile of the Insured is that of his/her habitual residence in his/her different countries of origin.**

**INSURED GROUP.** This is the group of people linked by some common characteristic prior to or simultaneous to the adherence to the insurance policy, but different therefrom.

**ADDRESS OF THE INSURED.-** In the **Receptive** mode, the domicile of the Insured is that of his/her habitual residence in his/her different countries of origin, provided to the Insurer and that appears in his/her files.

**RECEPTIVE.** All types of travel to Spain and/or the European Union, where the Insured has his domicile abroad.

For the purposes of the guarantees and limits of compensation described in each of them, the domicile of the Insured is that of his/her habitual residence in his/her different countries of origin. Wherever the word Spain appears, it shall be understood that it is the country of origin of the Insured. **This is a receptive product, and, therefore, it is valid to insure people of any nationality with residence in any country in the world except Spain and with a travel destination in Spain and/or the European Union.**

**FAMILY MEMBERS.** The following persons shall be considered family members of the Insured: the spouse or domestic partner, and the ascendants or descendants of first degree of kinship (parents and children) and second degree of kinship (siblings).

**THIRD PARTY.** Any natural or legal person other than:

- The Insured
- The spouse, ascendants, descendants or any family member of the Insured who lives with him/her or depends on him/her economically.
- The partners, directors, employees and persons who, in fact or by law, depend on the Insured, while acting in the area of this dependency.

**INSURED EVENT.** For the purposes of this insurance policy, an insured event is understood to mean a sudden unexpected, unusual, specific and violent circumstance—external and unrelated to the intent of the Insured—, which occurs at an identifiable time and place and results in damage.

**DISEASE.** An alteration of the state of health that makes medical assistance necessary.

**PRE-EXISTING OR CHRONIC DISEASE.** – Pre-existing or chronic disease shall be considered any pathology with symptoms that began prior to the Policy being taken out, even if a definitive diagnosis has not been reached.

**EPIDEMIC.** – A disease that spreads at the same time and in the same country or region and affects a large number of people.

**PANDEMIC.** – An epidemic disease that reaches phase 5 of pandemic alert according to the WHO classification, having spread to at least two countries in a WHO region.

**SPORTS OR DANGEROUS ACTIVITIES.** The practice of activities requiring specialized physical preparation or involving a significant and obvious risk. Unless otherwise stipulated and with the application of the pertinent premium, it is expressly stated that this insurance policy does not cover claims arising from accidents occurring due to the practice of winter sports, motorcycling, motorsports, racing (unless this is on foot), mountaineering, high mountain excursions, diving, caving, bungee jumping, hang gliding, paragliding, canyoning, parachuting and in general all kinds of high-risk, adventure or multi-adventure sports.

**The following activities are covered:** hiking and biking at less than 3,000 meters altitude.

**THEFT.** Taking an object against the will of its owner shall be considered theft.

**BURGLARY/ROBBERY.** Theft shall be considered burglary when it involves breaking into the place where the object is kept and robbery when it involves violence or intimidation against persons.

**FORCE MAJEURE.** Those circumstances beyond the control of the person who invokes them, abnormal and unpredictable whose consequences could not have been avoided, despite having acted with due diligence. The following constitute force majeure: War, invasion, acts of foreign terrorism, hostility or war operation (whether or not war is declared), civil war, rebellion, military uprisings, insurrection, revolution, usurped military power, strikes, riots, civil commotion, acts of terrorism, radioactive contamination, biological contamination, epidemics, pandemics, weather conditions only when they prevent the effective use and enjoyment of the services initially engaged (for example, fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslides, avalanche, hurricane, cyclone, storms, snow, falling of celestial bodies, or other similar effects that disturb the realization of the trip that has been organized).

**INEVITABLE AND EXCEPTIONAL CIRCUMSTANCES.** A situation beyond the control of the party alleging it and the consequences of which could not have been avoided even if all reasonable measures had been taken; unavoidable and extraordinary circumstances that significantly affect the execution of the trip. Such circumstances may include, for example, war or other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious illness at the destination, or natural disasters such as floods or earthquakes, or weather conditions that make it impossible to travel safely to the destination as agreed in the combined travel contract.

**JOURNEY.** This shall be understood to mean any movement of more than 35 km from the habitual residence of the Insured (15 km for the Balearic and Canary Islands) within his/her country of residence, carried out by public transport or private vehicle, which must be duly justified by any means of proof (hotel reservation, plane reservation, etc.) and provided that the services included in the trip have been engaged in any of the agencies linked to the Policyholder. It will be understood as the beginning of the trip when within the dates stipulated in the insurance policy the client has left his/her habitual domicile in his/her country of residence in order to carry out or enjoy the trip purchased or service engaged.

**For the purposes of this policy, travel shall not be considered travel to the usual work center. EFFECT AND DURATION OF THE**

**COVERAGE OF THE INSURANCE POLICY.** The period of coverage of the risks described in the General Conditions of this policy will coincide with the duration of the trip, being understood as such the days between the outbound and return trip.

**The insurance coverage cannot be renewed once it has finished.**

**TERRITORIAL SCOPE.** The guarantees of this insurance, except for the limitations established in this policy, have the following validity:

World Modality: Valid for trips originating from any country in the world, with destination Spain and/or countries of the European Union.

**Excluded are those countries that, even if reflected in the territorial scope contracted, during the displacement are in a state of war, insurrection or war conflicts of any kind or nature, even if they have not been officially declared. In this case, the INSURER, according to the provisions of this policy, will reimburse those covered and duly justified expenses through the original invoice.**

**OBJECT OF THE INSURANCE POLICY.** By virtue of this travel insurance contract, the Insured who moves within the covered territory will be entitled to the different claims payments that make up the traveler protection system.

## **CLAUSE TWO: Risks covered.**

### **1. Guarantees of medical and personal assistance when travelling**

- 1.1. Medical expenses for illness or accident of the Insured, included due to COVID-19.
- 1.2. Emergency dental expenses.
- 1.3. Repatriation or patient transport of the Insured due to illness, due to infection by COVID-19 or accident.  
Repatriation or patient transport of insured fellow travelers.
- 1.4. Repatriation or transfer due to death.  
Repatriation or patient transport of insured fellow travelers.
- 1.5. Accommodation due to the extension of stay, including due to COVID-19.
- 1.6. Travel and stay of a fellow traveler due to the Insured being hospitalized.
- 1.7. Shipment of medicines that are not available abroad.
- 1.8. Early return home.
- 1.9. Transmission of urgent messages.
- 1.10. Telemedicine.

### **2 Private Civil Liability Accessory Coverage.**

- 2.1 Private Civil Liability Accessory Coverage.

**CLAUSE THREE: Description of covered risks.**

In the event of a claim covered by this policy, the Insurer, as soon as notified in accordance with the procedure indicated in Clause Seven, guarantees the provision of the following services.

**1 Guarantees of medical and personal assistance when traveling****1.1 Medical expenses due to illness or accident of the Insured,**

**If, during a trip covered by the policy, any of the insured needs medical, surgical, hospital, pharmaceutical and/or ambulance assistance as a result of an unpredictable illness or contagion diagnosed (positive) by the pertinent COVID-19 PCR test, or an accident, the Insurer will be charged up to the maximum amount per Insured of up to**

€3,000.

Expenses that the Insured may incur once he/she has returned to his home or to a health center in his/her country of nationality or residence are not included, nor those caused by medical or surgical treatments not necessary in the opinion of the medical team of the Insurer or whose completion may be delayed until the return of the Insured to his/her home.

For the purposes of this guarantee, the costs for ambulance service shall be limited to those arising from the transport of the Insured to the appropriate clinic or hospital closest to the place where the accident occurred.

**The expenses incurred will, in any case, be grounds for subrogation by the Insurer as regards the sums to which the Insured is entitled, whether these be Social Security benefits or those stemming from any other regime of provision or private insurance to which he/she was affiliated.**

**1.2 Emergency dental expenses**

In the event that any of the Insured persons, during a trip outside their country of nationality or residence, require emergency dental care, the Insurer will assume up to **€150** the expenses strictly necessary to relieve the pain.

**1.3 Repatriation or patient transport of injured or sick persons**

The Insurer shall bear the costs of **transport of the Insured persons** when, during the course of the trip covered by the policy, they suffer an **unpredictable illness** or an **accident**, up to the maximum amount per Insured of: **€2,500**

A medical team will be made available that, in contact with the doctor who treats the injured persons, will determine the need and most suitable means for their transfer to the nearest hospital center and their subsequent return to the Insured's home. The transfer and means of transport will be decided by the medical team of the Insurer, which will be exempt from any responsibility and payment if its indications are not fulfilled.

The Insurer shall bear the costs of **transferring insured fellow travelers on the journey** (spouse or domestic partner registered in the register and children under 25 years of age living with their parents or an fellow traveler), to the Insured's place of habitual residence or, if he/she so chooses, to the place of destination of the trip, provided that the expenses do not exceed those of return to home and when the means initially foreseen for his return or continuation of the trip could not be used as a consequence of the patient transport of the Insured.

**The special medical aircraft shall only be used in the geographical area of Europe and the countries bordering the Mediterranean.**

**In case of repatriation or patient transport due to COVID-19, the limit shall be set at a maximum of up to €50,000 per Insured.**

**The Insurer will not be responsible for any expenses related to this guarantee that have not been previously requested and organized by the Assistance Center.**

**1.4 Repatriation or transfer due to death**

If any Insured dies during a trip covered by the policy, the Insurer will arrange and conduct **the transfer of the body to the place of burial in the Insured's country of habitual residence**. Post-mortem conditioning costs (embalming and minimum coffin required for transport) are covered according to legal requirements. **Burial and ceremony expenses are not covered.**

The Insurer shall bear the costs of **transferring insured fellow travelers on the journey** (spouse or domestic partner registered in the register and children under 25 years of age living with their parents or an fellow traveler), to the Insured's place of habitual residence, when the means initially foreseen for his/her return or continuation of the trip could not be used as a consequence of the patient transport of the Insured.

**The Insurer will not be responsible for any expenses related to this guarantee that have not been previously requested and organized by the Assistance Center.**

**1.5 Accommodation for extension of stay**

When during a trip, one of the insured, as a result of an unpredictable illness or accident, or due to testing positive for COVID-19 in a PCR test, had to return later than the date initially planned, the Insurer shall bear the costs of accommodation in a hotel with a **maximum cost of €100 per day** and with a limit of

**€1,000**, provided that this extension of stay is prescribed by option and has the approval of the medical team of the Insurer.

**1.6 Travel and stay of a fellow traveler due to the Insured being hospitalized**

If, during a trip, any of the Insured Persons suffers an unpredictable illness or an accident, requires hospitalization that is expected to **exceed 5 days** and travels alone, the Insurer will pay a **round-trip ticket for an accompanying person**.

In the event that the hospitalization occurs outside the country of nationality or residence of the Insured, the Insurer will be responsible for **the expenses of accommodation of the fellow traveler** in a hotel with a **maximum cost of €75 per day** during the duration of the hospitalization and/or the extension of stay and for a maximum of **€750**.

**1.7 Shipment of medicines that are not available abroad**



In the event that any of the Insured Persons required medicines that were indispensable for medical treatment and there were no medicines or their generics, or equivalent drugs, in the locality where they were located, the Insurer will take care of searching and shipping them to the place where he/she is located. The cost of the drug is excluded from the provision and will have to be paid upon delivery thereof.

The provision of this guarantee is subject to local legal restrictions. Cases of medicines that are no longer manufactured or not available in the authorized distribution channels in Spain are excluded.

**The cases of abandonment of the manufacture of the drug and its non-availability in the distribution channels in Spain and those for which there is a drug with the same active ingredient in the country where the Insured is located are excluded.**

### **1.8 Early return home**

When, in the course of a trip, one or more of the Insured Persons has to interrupt it for any of the reasons listed below, the Insurer will assume the costs of the transfer of the Insured and their Insured Fellow travelers (spouse or domestic partner registered in the registry and children under 25 years of age living with their parents or a fellow traveler) to their home, or to the place of hospitalization or burial in their country of nationality or habitual residence:

- Serious illness, serious accident or death of parents, children, siblings, spouse or domestic partner registered in the corresponding Register.

**For the purposes of this guarantee, serious illness or serious accident shall be considered, that which occurs after the start of the trip and requires a continuous hospitalization of more than 5 days according to the medical opinion of the insurer after examining the medical documentation provided and signed by the attending physician.**

- Fire or theft in the main home or professional premises during the trip of the Insured.

**The Insurer will not be responsible for any expenses relating to this guarantee that have not been previously requested and organized by the Assistance Center.**

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

The Insurer will be responsible for transmitting the urgent messages entrusted to him/her by the Insured addressed to his/her family or to his/her company in Spain when for any reason he/she cannot send them directly, provided that they refer to a circumstance insured by any of the coverages of this policy. To achieve this, he/she will communicate with the Insurer's telephone number, which will remain in service 24 hours a day.

### **1.10 Telemedicine.**

In the event that the Insured requires medical assistance during the period of coverage, the Insurer, based on illness and urgency, will make available to him/her a telemedicine service consisting of a telematic consultation with a doctor to determine the pathology, as well as the extent of the disease or accident, proposing the corresponding treatment or referral to other services.

## **2 Private Civil Liability Accessory Coverage**

### **2.1 Private Civil Liability Accessory Coverage**

If, in accordance with the legislation in force in the relevant country, a possible liability for non-contractual liability were required during a trip covered by the policy, the Insurer guarantees compensation of up to **€15,000** for personal injury, material damage and/or the consequences thereof caused by the Insured to a third party.

Professional civil liability, liability arising from the use and circulation of motor vehicles, as well as the use or ownership of devices and weapons of any kind or nature, is expressly excluded, as is compensation resulting from economic damage not derived from previous personal injuries or material damage.

In the event of an accident, it will be necessary to submit the report made to the relevant authority, as well as the judicial ruling. Any compensation that is not the result of a final court judgement is excluded.

**A deductible will be applied to the Insured of €150 in each claim.**

## **CLAUSE FOUR: Requirements and limits of claims payments payable by the Insurer.**

- 1 In order to be entitled to a claim payment, it is essential that the Insurer has been paid the amount of the pertinent premium.**
- 2 In the event that direct intervention by the Insurer is not possible due to force majeure due to the special, administrative or political characteristics of a particular country, the Insured will be reimbursed upon his/her return to Spain, or in case of necessity as soon as he/she is in a country where such circumstances do not exist, for the expenses that he/she had had to make and that were borne by the Insurer, in accordance with the provisions of this contract. In any case, such expenses must be credited through invoice originals, without which the right to reimbursement thereof will not be recognized.**
- 3 The economic limits of the claims payments covered by this contract include the taxes applicable to the cost of the claim payment, as well as all expenses incurred by the Insurer for its performance.**
- 4 When the claims payments made in the performance of this contract are covered in whole or in part by another insurance company, Social Security or any other institution or person, the Insurer shall be subrogated in the rights or actions of the Insured against that company or person, up to the limit of the total amount of the claims payments.**

**In all countries where there is reciprocity with the Spanish Social Security system, the Insurer will assume only the medical and hospitalization expenses that are not covered thereby, intervening in personal help through their correspondents and medical team, advice and advance payments, if applicable.**

**The indemnities set out in the guarantees will, in any case, complement the contracts that the Insured may have covering the same risks as those stipulated in this policy, such as Social Security benefits or any other collective provision regime.**

**Due to the above, when the cause of mishap is the responsibility of another institution or person, the Insured must manage the pertinent claim.**

For these purposes, the Insured undertakes to cooperate with the Insurer by providing any assistance or providing any document or evidence that may be considered necessary.

In any case, when the return expenses have been borne by the Insurer, the Insured will be obliged to provide him/her with the transport tickets (plane or train ticket, etc.) that have not been used.

#### **CLAUSE FIVE: Exclusions**

##### **A) In general:**

- 1 The insured events caused by the intent of the Insured, of their rightholders or of the persons who travel with him/her, those derived from the participation in quarrels or fights, and those whose consequence is their arrest, practiced by any authority in reason of crimes attributable to the same persons.
- 2 Insured events occurring in the event of: Fires, floods, earthquakes, volcanic eruptions, hurricanes and other similar events, or any other catastrophic seismic and meteorological phenomena, invasion, war, demonstrations and popular movements, acts of terrorism and sabotage, strikes or restrictions on free movement, accidental or caused pollution, those produced by any modification of the atomic structure of matter, or its thermal, radioactive and other effects, or of artificial acceleration of atomic particles, or due to any other case of force majeure involving the action of relief agencies of an official nature that may exist, in which the Insurer will not assume the expenses pertaining to these institutions and will only act in a subsidiary manner thereto. Therefore, the Insurer shall not be held liable or compensated for the delay or failure to comply with the guarantees stipulated in this policy in those cases caused as a result of the events described above. In those cases where the Insured has been surprised by the beginning of a conflict in the affected country, the Insurer will offer his/her collaboration to organize the covered emergency services that may be required. From that moment on, all insurance guarantees cease; however, the Insurer, whenever possible, will provide him/her with the covered assistance.
- 3 Suicides or suicide attempts, voluntary exposures to danger (except to try to save a human life), and self-injuries.
- 4 Covered damages that have occurred while the Insured is intoxicated or under the influence of drugs, toxic or narcotic drugs, or medicines without a prescription. Drunkenness shall be considered to be involved when the degree of alcohol is higher than that established in the legislation in force in each country.
- 5 Breakdowns or accidents of the vehicle occurring during the practice or participation in any kind of sports activity, training, tests or bets, organized crossings or rallies, movement off public roads suitable for circulation or the practice of off-road sports, and the treatment of the injuries derived therefrom.
- 6 Rescues at sea, chasms, deserts or mountains, provided that in the last two cases the Insured is not traveling through the roads of free movement existing therein.
- 7 As long as they are not expressly recognized in this policy, the following expenses are excluded: Travel or accommodation expenses, restaurants, highway tolls, accessories incorporated into the vehicle, documentation or its improper use by third parties, as well as any expenses that were initially foreseen.
- 8 Stays outside the country of residence or nationality of the Insured for more than 92 consecutive days.
- 9 Any expenses incurred when the Insured is not traveling.
- 10 Claims arising from circumstances that have been the subject of compensation by any other means, including amounts paid out to the Insured from private health insurance, reciprocal health agreements, airlines, hotels, home insurance or any compensation that is the basis of a claim.
- 11 The expenses of tour operators, airlines or any company or person who becomes insolvent or unable to comply with any of the contractual obligations with the Insured, nor any type of compensation or compensation for services or trips not enjoyed as a result of the claim.
- 12 Any expenses claimed when the insurance dates do not match the actual dates of travel (both the day of departure and the day of return must be taken into account).
- 13 Any type of trip for therapeutic purposes or whose purpose is to receive medical treatment for a pre-existing pathology.

##### **B) Exclusions with respect to guarantees of medical and personal assistance in travel:**

- 1 Illnesses or injuries prior to the start of the trip (only excluded for the application of the guarantee 1.1 Medical Expenses due to illness or accident of the Insured, including COVID-19), those produced as a result of chronic diseases, their complications or relapses and those derived from criminal actions directly or indirectly attributable to the Insured or his/her fellow travelers.
- 2 Costs of prostheses, implants, glasses or contact lenses and orthopedic material. Dental consultations and treatments (not included in this contract); experimental surgeries and treatments not recognized by the official medical science in Spain. Psychological, psychoanalytical or psychotherapeutic consultations and treatments; sleep or rest cures and treatment in spas. Aesthetic treatments, rehabilitation or preventive medicine.
- 3 Voluntary termination of pregnancy and childbirth.
- 4 Any type of mental or nervous illness, even if it is transient; accidents caused as a result of illness and the treatment of the resulting injuries.
- 5 Complications occurring during pregnancy, starting at week 29
- 6 Accidents or injuries caused by the practice of sports or dangerous activities.
- 7 Injuries suffered during the practice of any professional activity of a manual nature.
- 8 Diseases or injuries occurring as a result of the Insured having not taken all the necessary preventive measures to avoid them, such as vaccines and other appropriate health recommendations, including medical prescriptions that have been recommended to him/her.
- 9 The additional expenses derived from accommodation in individual or private hospital rooms. The diseases or injuries occurring when the Insured makes a trip contrary to medical advice, when it is contraindicated by some pathology prior to the trip, those derived directly or indirectly from complications occurred during the entire course of pregnancy if the Insured had suffered complications in previous pregnancies, as well as the health or medical expenses that the Insured made without prior authorization from the medical service of the Insurer.
- 10 Illnesses or accidents that are being treated or require medical care within 30 days prior to the start of the trip.
- 11 The expenses derived from the injuries suffered due to the participation in any type of bullfighting event.
- 12 The medical aircraft is excluded as a means of medical repatriation in the case of healthcare provision due to COVID-19.
- 13 The disasters caused by earthquakes, tsunamis, extraordinary floods, volcanic eruptions, epidemics, pandemics, quarantines, atypical cyclonic storms and falls of iron and steel bodies and acts of terrorism. In the event of

**COVID-19, only those claim payments derived from the guarantees that include this circumstance expressly in the conditions will be included.**

**C) Exclusions with respect to Civil Liability Insurance. In no case shall Civil Liability be covered by the Insurer for:**

- 1** Damage caused to the objects that, for whatever reason (deposit, use, handling, transport or otherwise), are in the possession of the Insured or of persons for whom he/she is responsible, unless expressly stipulated otherwise.
- 2** Damage caused to property or persons on which the Insured is working or persons for whom the Insured is responsible. In the case of real estate, the exclusion applies only to the part or parts that are the direct object of his/her activity.
- 3** Damage resulting from the infringement or voluntary breach of the rules governing the activities covered by the insurance policy.
- 4** Incurred by damage caused by contamination of soil, water or atmosphere, or by vibrations or noise.
- 5** Damage or harm caused by products, materials or animals delivered, work performed and services provided by the Insured after delivery, termination or claim payment.
- 6** Material damage caused by fire, explosion and water.
- 7** Damage resulting from nuclear fusion or fission, radiation or radioactive contamination.
- 8** That must be covered by existing compulsory insurance or be implemented in the future.
- 9** Damage derived from the possession, use or ownership of motor vehicles and the elements towed or incorporated therein, boats, aircraft and firearms.
- 10** Claims based on contractual obligations of the Insured.
- 11** Claims arising from construction work, repair or transformation or decoration of the premises or building where it is located.
- 12** Damage caused by the transport, storage and handling of dangerous goods (flammable, explosive, toxic, etc.), or requiring special authorization.
- 13** Derived from damages caused by civil or international war, mutiny or popular tumult, terrorism, earthquakes and floods and other extraordinary events.
- 14** Derived from the ownership of any kind of premises or homes not insured in this insurance policy.
- 15** As a result of the Ten-Year Civil Liability provided for in Article 1591 of the Civil Code or any other legal provision in this regard.

**CLAUSE SIX: Start and duration of the contract.**

- 1** The contract shall enter into force on the date indicated in the Particular Conditions.
- 2** The contract will remain in force for the period of time specified in the Particular Conditions.

**CLAUSE SEVEN: Obligations, duties and powers of the Policyholder or Insured.**

- 1** The Policyholder has the duty, before the conclusion of the contract, to declare to the Insurer, in accordance with the questionnaire submitted by the Insurer, all the circumstances known to him/her that may influence the assessment of the risk. He/she will be exonerated from this duty if the Insurer does not submit a questionnaire or when, even if it is submitted, it concerns circumstances that may influence the assessment of the risk and that are not included therein.

The Insurer may terminate the contract by a statement addressed to the Policyholder or Insured within one month, after knowledge of the reservation or inaccuracy of the Policyholder or Insured. The Insurer, unless wilfully or grossly negligent, shall be entitled to the premiums for the current period at the time of making this statement.

If the insured event occurs before the Insurer makes the declaration referred to in the preceding paragraph, the provision of the latter shall be reduced proportionally to the difference between the agreed premium and the premium that would have been applied if the real entity of the risk had been known. If the Policyholder or Insured is maligned, the Insurer will be released from the payment of the claim.

- 2** In the event of an insured event, they must immediately inform the Insurer thereof or, in any case, within a maximum period of 7 days of having being made aware thereof, with the effects provided for in Article 16 of the Insurance Contracts Law, and provide him/her with all kinds of information about the circumstances and consequences of the insured event.

To do this, he/she will use the Insurer's telephone numbers specified in Clause Twelve, indicating his/her personal and insurance data, the place where he/she is, telephone number and a description of the problem experienced. Telephone calls may be collect. In countries where it is not possible to do so, the Insured may recover on his return the amount of the calls made, provided that he/she presents supporting documentation of the expense, clearly indicating the telephone number of the Insurer that was dialed.

**Under no circumstances shall the Insurer be compensated for claims covered by this policy whose processing has not been requested, directly and exclusively through the Insurer's telephone numbers. Refunds of claim payments that are not provided by the Insurer or to which the Insurer does not give his prior consent will not be met.**

- 3** They must reduce the consequences of the insured event using the means at their disposal, with the effects provided for in Article 17 of the Insurance Contract Law.
- 4** The Insured and his/her beneficiaries, with regard to the guarantees of this policy, release from the duty of professional secrecy the medical doctors who have treated them as a result of an accident, thereby enabling medical information to be provided to the Insurer and third-party insurance companies with which they have taken out other similar insurance, as well as concerning the medical history relating to the case, for the correct evaluation and management of the claim, as well as for its coverage and settlement, as established in Article 32 of Law 50/1980, of 8 October, on Insurance Contracts. The Insurer may not make any use of the information obtained other than that indicated.
- 5** The Insured has the obligation to be truthful in all his/her manifestations. Otherwise, the existence of bad faith on the part of the Insured when submitting false statements, exaggerating the amount of the damages declared, pretending to destroy or make disappear objects existing before the loss, hiding or subtracting all or part of the insured objects, using inaccurate documents as supporting documentation or using fraudulent means, shall entail the loss of any right to compensation to which, for the declared claim, he/she may be entitled.



**CLAUSE EIGHT: Amount and payment of premiums.**

- 1** The premium for each Insured will be that set out in the Particular Conditions of this policy.
- 2** Monthly, the Insurer shall issue the pertinent receipts, in accordance with the provisions of the Particular Conditions of this policy, which must be paid by the Policyholder within a period not exceeding thirty days from the date of issuance of the receipt.
- 3** The payment of the premium shall be made, at the Insurer's domicile, by the Policyholder.
- 4** The premium shall be due, as provided for in **Article 14 of the Insurance Contract Law**, after the contract has been signed.
- 5** If the first premium has not been paid or the one-time premium has not been paid at maturity, the Insurer has the right to terminate the contract or to demand payment of the premium due in enforcement proceedings on the basis of the policy.

In the event of non-payment of one of the following premiums, the Insurer's coverage shall be suspended one month after the day of its expiration. If the Insurer does not claim payment within six months following the expiration of the premium, it will be understood that the contract has been terminated. In any case, the Insurer, when the contract is suspended, may only demand payment of the premium for the current period.

If the contract has not been terminated or extinguished in accordance with the preceding paragraphs, the coverage will again be effective at 12.00 pm on the day on which the Policyholder paid his/her premium.

**CLAUSE NINE: Composition of the Insured Group. Variations.**

- 1** The Mediator will provide the Insurer with a computer application to communicate the registrations of Insured Persons.
- 2** As a result of the information referred to in paragraph **1** of this Clause, the overall premium for each month shall be determined, which shall be effective as indicated in the Particular Conditions.
- 3** If during the term of the insurance coverage, the insurable interest disappears, the insurance contract will be terminated from that moment on, and the Insurer will be entitled to take over the unused part of the premium.

**CLAUSE TEN: Agreement between policy and insurance proposal.**

If the contents of the policy differ from the insurance proposal or the agreed clauses, the Policyholder may file a claim with the Insurer, within one month from the delivery of the policy, to remedy the existing divergence. Once the said period has elapsed without the claim being filed, the provisions of the policy shall apply.

**CLAUSE ELEVEN: Acceptance of limitations and exclusions.**

On behalf of the Policyholder, the limitations and exclusions established in clauses Three, Four, Five, Seven and Eight of the General Conditions of this policy are expressly accepted.

**CLAUSE TWELVE: Communications.**

All communications addressed to the Insurer will be sent to his/her legal address, located in Madrid, calle Isaac Newton, 4, Parque Tecnológico de Madrid (PTM) 28760 Tres Cantos.

The request for services and the communication of possible incidents must be made to the Insurer's telephone number **900 40 20 34** and from abroad to the number **34-91-594.97.47**, which remain operational 24 hours a day, including public holidays.

**CLAUSE THIRTEEN. Information and defense of the Insured.**

The Policyholder shall include in the documentation provided to the insured information about the existence of the insurance and the insurance company that subscribes it. For any claim regarding the content of this policy, he/she can contact the UNACSA Customer Service Department located at C/ Isaac Newton, 4, Parque Tecnológico de Madrid, 28760, Tres Cantos (Madrid), Tel. 91 594 72 96, e-mail: [atencion\\_cliente@race.es](mailto:atencion_cliente@race.es)

**Complaint instances and procedure to follow:**

Claims may be filed personally or by representation, on paper or online (by e-mail). Given the nature of the service provided, claims submitted verbally (by telephone) will be admitted for processing, when in the opinion of the Department of Assistance to the Insured of UNACSA (hereinafter generically called Customer Service Department), the nature of the complaint filed does not require a written submission. It will also be possible to file complaints at any UNACSA office open to the public.

The maximum period for the filing of claims by the Insured is established in two years from the time the claimant has knowledge of the event underlying the claim.

In case of a complaint in writing or by computer means, it must contain the following information:

- Name, surname and address of the person concerned or person representing him/her. DNI (National ID Doc.) or public registration data for legal persons.
- Reason for the complaint or claim, specifying the issues on which a decision is requested
- Service, office or department that has generated the aforementioned claim
- Declaration by the claimant in which he/she states that he/she is not aware of any administrative or judicial proceedings that are being heard concerning the said claim
- Place, date and signature

The Customer Service Department will acknowledge receipt in writing, or using the same means of communication used by the claimant. Exceptionally, in the case of complaints received by telephone, if there is no express request from the customer, there will be no written acknowledgement of receipt.

The complaints received will be processed by the Customer Service Department, which will proceed to assign a file number to the complaints.

When a complaint is not admitted for processing, the person concerned shall be notified of the reasoned decision, giving the person concerned a period of 10 calendar days to submit his/her allegations. When the person concerned has submitted his/her reply and the causes of non-admission continue, the final decision adopted shall be notified

The files must be fully processed within a maximum period of 2 months, from the date on which the complaint was filed.

The decisions will be reasoned and will contain clear conclusions on the request made in the complaint, based on the contractual clauses, the rules of transparency and customer protection, as well as the applicable good financial practices.

Decisions will be notified by the same means as they were received, or by the means that the claimant expressly requests.

In the event that the decision taken by the Customer Service Department does not approve the claimant's request, the claimant may contact the Commissioner for the Defense of the Customer, an Agency attached to the Directorate General of Insurance and Pension Funds, located at Paseo de la Castellana 44, 28046 Madrid, or through [www.dgsfp.meh.es](http://www.dgsfp.meh.es)

The information in this clause constitutes an extract from the Regulations of the Customer Service of UNACSA, in which, in compliance with Order ECO/734/2004 of 11 March on the Departments and Customer Services of Financial Institutions, it defines the procedure used to address and resolve the dissatisfaction and claims raised by the Insured and eliminate the causes that have originated them.

#### **CLAUSE FOURTEEN. Data protection.**

The Insurer undertakes to strictly observe the provisions of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights and Regulation EU 679/2016, of the European Parliament and of the Council, of 27 April 2014, on the General Data Protection Regulation and other applicable regulations, also undertaking not to use the data of the insured for purposes other than those derived from the subscribed Insurance Policy and binding professional secrecy regarding them, even after the contractual relationship established herein has ended.

Likewise, the Policyholder undertakes to inform the Insured of the existence of the insurance, of the insurance company with which he/she subscribes the same, as well as to deliver a copy of the general conditions of the insurance (including the reference to the processing of personal data).

The Insured shall be informed that the Policyholder shall communicate to the Insurer his/her personal data, which will be incorporated into processing files owned by UNIÓN DE AUTOMÓVILES CLUBS, S.A., DE SEGUROS Y REASEGUROS, Single-Shareholder Company (UNACSA).

#### **Purposes of the data processing.**

The data provided, for the purpose of taking out and managing your insurance policy and all other personal data requested to process possible claims, for the following purposes:

- The management of the insurance activity and the fulfillment of the insurance contract.
- Valuation, delimitation, management and processing of risks.
- Prevention and investigation of fraud in the selection of risk and in the management of claims.
- Carrying out statistical studies and calculations, trend analysis and quality control.

UNACSA undertakes not to use the data of the Insured for purposes other than those described above.

#### **Legal basis:**

The legal basis for this data processing is the need to comply with the obligations arising from this service/insurance contract. The data will be kept, once the service has ended, duly blocked, for a maximum period of 5 years.

#### **Processing of health data.**

If, when necessary and always with the purpose of providing the requested service, you give your express consent for the processing of health data and its possible transfer or communication to third parties involved in coverage assistance.

#### **Transfers of data necessary for the correct provision of services.**

1. Other insurance companies for the provision of the service engaged and the management and processing of risks.
2. Regulatory entities in the insurance sector for statistical purposes, fraud prevention and risk management.
3. The transfer of personal data, including health data, may also be made to third parties involved in the assistance of the coverage that has been taken out, such as domestic and foreign collaborators, hospitals and medical centers, taxis or means of transport, or any other entity for the provision of the coverage assistance included in the insurance contract.

The data transfers contemplated may be made to entities located in third countries outside the European Economic Area, whose legislation does not offer a level of data protection equivalent to that of the European Union.

#### **Data controller.**

Identity. UNIÓN DE AUTOMÓVILES CLUBS, S.A. DE SEGUROS Y REASEGUROS, Single Shareholder

Company

Address: C/Isaac Newton 4, Parque Tecnológico de Madrid; 28760 Tres Cantos (Madrid).

#### **Rights.**

Pursuant to the provisions of the current regulations on the protection of personal data, the Insured has the possibility of exercising regarding his/her data the rights of access, rectification, deletion, limitation of processing, portability and opposition, addressing the RACE TURISMO Department of UNACSA, located at calle de Isaac Newton 4, Parque Tecnológico de Madrid, 28760 Tres Cantos – Madrid, proving his/her identity, the collective to which he/she belongs and specifying his/her request. You may also contact us in writing by fax at 918035831, or by e-mail at [turismo@race.es](mailto:turismo@race.es), prior personal accreditation and specifying your request. In addition, if you consider your right to personal data protection to be violated, you may contact the Data Protection Officer of UNACSA ([dpo@race.es](mailto:dpo@race.es)) or you may file a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

Likewise, with respect to your relationship with the Policyholder, the Insured has the possibility of exercising regarding their data the rights of access, rectification, deletion, limitation of processing, portability and opposition, to the Customer Service Department of PILGRIM TRAVEL, S.L., Rúa Alta, nº 5, CP 15003 – A Coruña, after personal accreditation and specifying your request.

The parties, during and after the term of this Contract, mutually undertake to process all the information handled, the results obtained from the execution of the Contract, as well as the information provided to each other, in a strictly confidential manner, using it solely and exclusively for the purposes expressed in this Contract, all without prejudice to the fulfillment of the obligations relating to personal data.

The parties are responsible for compliance with current regulations on data protection, as well as the obligations arising from this document, responding and holding harmless the opposite party from any breach in which they personally incur.

#### **CLAUSE FIFTEEN: Statute of limitations.**

The actions arising from this contract shall reach their period of limitations within two years if they are the result of property damage and five years if they are the result of personal injury.

**CLAUSE SIXTEEN: Jurisdiction.**

The judge with jurisdiction for actions arising from this Contract shall be the judge of the domicile of the Insured.

#### **RECOMMENDATIONS IN THE EVENT OF A CLAIM**

Always carry with you the documentation regarding the purchased insurance and the support numbers 24 hours a day/365 days a year:

- **From Spain: 900 40 20 34**
- **From abroad: + 34 91 594 97 47**

If you are traveling in Europe, we recommend that you carry the European Health Insurance Card, which can be obtained free of charge from Social Security centers.

#### **HOW DO I USE MY POLICY?**

**In case of emergency or if you need our help, contact us on the telephone lines above at any time of day or night and any day of the year.**

**Provide the Travel Assistance Manager with your name and surname, Policy number and, if you have one, the Locator number, reason for the call and contact telephone number. The more information you provide, the better we can assist you.**

If you require medical assistance due to accident or illness:

- In case of a life-or-death emergency, go immediately to a suitable hospital. Once you are in the medical center, contact us so that our doctors can assist you.
- If it is not an imminent emergency, call our 24-hour service center to coordinate the services you require.

#### **For any other type of claim:**

- Contact us.
- Keep documentary evidence of everything (original invoices, medical reports, claims, complaints, etc.).

#### **REMEMBER WE ARE HERE TO HELP!**

**CUSTOMER INFORMATION**

In compliance with our duty to provide information and protect our customers as part of the brokerage services that we offer, please find the relevant details below:

Registration

INTERMUNDIAL XXI, S.L.U. is registered in the Special Administrative Register of Insurance Brokers, Reinsurance Agents and Executives Insurance Agents under entry No. J-1541. Said Register is public and can be consulted by writing to the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 -Madrid), or by visiting said organisation's website at: <http://www.dgsfp.mineco.es/regpublicos/pui/pui.aspx>

Furthermore, INTERMUNDIAL XXI, S.L.U. retains a Professional Civil Liability and Surety Insurance Policy pursuant to the legislation in force.

Prior information receipt confirmation clause

The Policy Holder/Insured Party hereby expressly acknowledges that he/she has received, from the Insurer, in writing and on the date on which the insurance policy was taken out pursuant to its specific terms, the relevant information corresponding to the legislation applicable to the insurance contract, the different complaint bodies, the Member State in which the Holder's place of residence is located and its control authority, the corporate name, address and legal structure of the Insurer.

Customer Care Service

To process and resolve queries and complaints, INTERMUNDIAL XXI, S.L.U. has a customer care service that has been outsourced to Inade, Instituto Atlántico del Seguro, S.L., located in Vigo, in the province of Pontevedra, post code 36202, Calle La Paz, 2 bajo. The aforementioned service is obliged to resolve said complaints and claims in a maximum period of two months from the date on which they are submitted. In the event that the Customer is unsatisfied with the resolution, he/she may contact the Claims Service of the Directorate General of Insurance and Pension Fund; in order to so, it is essential that the customer demonstrates he/she has submitted the claim or complaint in writing to the Customer Care Service of INTERMUNDIAL XXI, S.L.U.

**PERSONAL DATA PROTECTION****BASIC INFORMATION**

Heading	Basic Information (1st layer)
Data Controller	Intermundial XXI S.L.U.
Purpose	<ul style="list-style-type: none"> <li>- Advice on contracting and formalisation of insurance contracts and</li> <li>- Claims processing</li> <li>- Sending of commercial communications about products, sending of News-letter, website updates</li> </ul>
Legitimacy	<ul style="list-style-type: none"> <li>- Execution of the insurance contract</li> <li>- Consent for commercial communications</li> </ul>
Recipients	The recipients of your data will be the Insurers that offer the contracted coverage and Servisegur Consultores S.L. for the purpose of processing claims.
Rights	You have the right to access, rectify, limit the processing of, delete and request the portability of your data.
Origin	Directly from the interested party
Commercial communications	In order to improve the provision of our services, we create a commercial profile of our customers based on the information provided by them, which allows us to offer products and services of the following types according to their interests: <ul style="list-style-type: none"> <li>- Travel insurance</li> </ul>
Additional information	You can consult the additional information on the last page of this document and detailed information on Data protection in the following section of our website: <a href="http://www.intermundial.es/protecciondedatos">www.intermundial.es/protecciondedatos</a>

Objective analysis

Our advice is provided based on a sufficient number of insurance contracts offered on the risks market subject to coverage in such a way as to provide a recommendation, pursuant to professional criteria, concerning the insurance agreement that would best suit the customer's needs. Said analysis is not exclusively limited to the product, and also extends to the quality of the service and provisions that the chosen or rejected insurer is able to provide at the time the contract is formalised.



**ADDITIONAL INFORMATION ON DATA PROTECTION****Who is responsible for processing your data?**

The data processor is INTERMUNDIAL XXI S.L.u. Correduría de Seguros, with Taxpayer Identification Code B81577231 and registered office at C/ Irún 7, 1º A izquierda, 28008. You can contact us by sending us a letter to our indicated postal address or via our email: [lopd@intermundial.com](mailto:lopd@intermundial.com).

**For what purpose do we process your personal data?**

At INTERMUNDIAL XXI S.L., we process the information provided by the interested parties for advice on contracting and to manage the insurance contract, processing claims arising from the contract signed, as well as sending commercial communications and newsletters.

**For how long will we keep your data?**

The data provided shall be kept throughout the term of the contract and shall be deleted upon expiry of the insurance contract.

Notwithstanding the foregoing, the data shall be blocked and stored during the period of limitation of any actions that may arise in connection with the contractual relationship entered into by you.

**What is the legitimacy for the processing of your data?**

The legal basis for the processing of your data is the execution of the insurance contracts, under the terms and conditions contained in the contracts, as well as the processing of claims arising from them.

The legitimacy of the offer of products and services lies in the legitimate interest of the data controller, and the Customer may at any time object to this type of processing, although the exercise of this right shall not condition the execution of the contract under any circumstances.

We also inform you that failure to provide the required information results in it being impossible to sign and fulfil the contract.

**To which recipients will your data be communicated?**

The data will be communicated to the insurers for the purpose of managing the insurance contract.

Likewise, they will be communicated to Servisegur Consultores S.L., with Taxpayer Identification Code B81398414 and registered office at C/ Irún 7, 1ºA izquierda, Madrid, 28008, for the purpose of processing claims arising from the contract signed.

**What are your rights when you provide us with your data?**

Any person has the right to obtain confirmation as to whether INTERMUNDIAL XXI S.L.U. is processing personal data concerning them.

The interested party shall have the right to withdraw his/her consent at any time, provided that the processing is not necessary for the purpose of fulfilling the contract. The withdrawal of consent shall not affect the legality of the processing based on consent prior to its withdrawal.

You may exercise your rights of access, rectification, deletion, limitation in the processing and portability of data through our website ([www.intermundial.es/incidencias](http://www.intermundial.es/incidencias)), or by addressing a letter to our Legal Advisory Department at C/ Irún 7, 1º A Izquierda, Madrid, 28008.

Ultimately, you can request information on your rights and file a claim with the Spanish Data Protection Authority, whose registered office is at calle Jorge Juan, nº 6, 28001 Madrid.

