

# Here are the general conditions of your death insurance

Things made clear

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## GENERAL CONDITIONS

### PRELIMINARY ARTICLE

These general conditions as well as the particular conditions that make up this insurance contract are governed by the provisions of Law 50/1980, of 8 of October, on Insurance Contracts (Official State Bulletin of 17 of October 1980), and are subject to Law 20/2015, of 14 of July, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and Royal Decree 1060/2015, of 20 of November, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies.

The following terms shall have the meanings set forth below for the purposes of this contract:

#### A

**Address of the policy holder and the insured person:** The address stated in the policy, which will be the appropriate one for all purposes.

**Affective partner:** Spouse without divorce or separation, de facto or legally, or unmarried partner (for the purposes of this condition, this is understood to be the relationship between people who have been living together in a stable manner in an analogous relationship of affection to that of marriage, for at least two years).

**Application for insurance:** The document in which the policy holder applies to insure the risk and which includes the form provided by Meridiano, in which the policy holder describes the risk that they wish to insure, with all the circumstances known to them that may influence the assessment of this risk.

#### B

**Beneficiary:** Person or persons expressly specified by the policy holder to receive the indemnities derived from this contract. In the absence of express designation, the beneficiary will be the spouse without legal separation or the legal heir(s). However, throughout this document, the most appropriate beneficiaries for each guarantee may be expressly defined in each guarantee.

#### C

**Claim:** Occurrence of any event, the consequences of which are wholly or partially covered by the policy and give rise to any benefits payable by Meridiano.

#### F

**Funeral service:** The set of elements and services necessary to carry out the burial of the deceased insured person, detailed in the particular conditions of this policy.

#### G

**Grace period:** Interval of time, from the time of the effective date of the insurance or guarantee, in which the insured person cannot use certain services or guarantees.

#### I

**Illness:** Medically verifiable impairment of health that is not the result of an accident.

**Injuries:** A set of situations arising as a result of an accident that cause verifiable physical or psychological damage.

**Insurer:** Meridiano S.A. Compañía Española de Seguros and BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, insurance companies that assume the contractually agreed risk on a 50% co-insurance basis each, with Meridiano being the opening company.

**Insured person:** Each of the persons listed in the particular conditions of this policy or in its supplements.

**Insured sum:** Amount detailed in the particular conditions which constitutes the maximum limit of compensation payable by Meridiano for each claim.

#### P

**Policy:** The document containing the conditions governing the insurance. The following form an integral part of the policy: the general conditions, the particular conditions, if applicable, the special conditions, as well as the supplements or appendices that are issued to the policy to complement or modify it.

**Policy holder:** The natural or legal person who, together with Meridiano, enters into this contract, represents the insured persons, and to whom the obligations derived from it correspond, except for those that due to their nature must be fulfilled by the insured person.

**Pre-existing condition:** That which, from the medical point of view, already existed prior to the moment of contracting or registering the policy or complementary guarantee.

**Premium:** The cost of the insurance. The invoice will also contain the legally chargeable surcharges and taxes.

#### S

**Serious illness:** A serious illness is one that, due to its extent and symptoms, poses a serious risk to the health of the sufferer and requires specific medical attention for containment and attempted recovery.

**Successor:** A person who has succeeded or taken over on any basis the right of another or others.

## **GENERAL RULES**

### **ARTICLE 1: BASIC TERMS OF THE INSURANCE**

#### **• Duty of the policy holder to make a declaration to the insurer**

Prior to the conclusion of the contract, the policy holder is obligated to declare to the insurer (hereafter referred to as Meridiano) all circumstances known to them that may influence the assessment of the risk.

#### **• Rescisión del contrato**

Meridiano may cancel the contract, by means of a communication addressed to the policy holder, within a period of one month from the moment in which it becomes aware of any reservation or inaccuracy in the declaration of the risk of any of the insured persons covered by the policy.

The premiums for the current period will belong to Meridiano at the time of such notification. If a loss occurs before Meridiano makes the aforementioned notification, Meridiano's benefit will be reduced proportionally to the difference between the agreed premium and the premium that would have been applied had the true extent of the risk been known. If there is any fraud, deceit or gross negligence on the part of the policy holder, Meridiano will be released from the payment of the benefit.

#### **• Data inaccuracy**

In the event of inaccurate indication of the age of the insured person, Meridiano may only contest the contract if the true age of the insured person, at the time of the entry into force of the contract, exceeds the admission limits established in the contract.

However, if, as a result of an inaccurate declaration of age or other information, the premium paid is less than the premium that would otherwise be payable, the Meridiano benefit will be reduced in proportion to the premium received. If, on the other hand, the premium paid is higher than the premium that should have been paid, Meridiano is obligated to reimburse the excess premiums received without interest.

If the content of the policy differs from the insurance application or the agreed clauses, the policy holder may request that Meridiano rectify the discrepancy within one month of receiving the policy. Once this period has elapsed without a claim being made, the policy holder will be deemed to have agreed to the contents of the policy.

### **ARTICLE 2: AMENDMENTS OF THE CONTRACT**

Registrations of insured persons will be subject to the stipulations of Article 3 of these general conditions, and will take effect from the day on which they are stated in the corresponding supplement, provided that this has been signed by the parties and the policy holder has paid the corresponding increase in the premium, unless otherwise agreed.

The policy holder must communicate changes of address within the following month, either within the place where they reside or in a different town. The policy holder declares that the address communicated and stated in the particular conditions is where they currently maintain their habitual residence.

In the event that the policy holder wishes the service to be provided in a municipality other than that which appears in the policy, the contract will be adapted to the funeral services and prices existing in that place, and the premium will be adjusted upwards or downwards.

### **ARTICLE 3: EFFECT OF INSURANCE**

The insurance coverage will take effect on the dates determined in the particular conditions of the policy, considering the possible deficiencies of each of the guarantees, when the policy has been signed by the contracting parties and the policy holder has paid the premium, unless otherwise agreed.

In case of delay in the fulfilment of both requirements, Meridiano's obligations will commence 24 hours after the day on which signature and payment have taken place.

The payment of the premiums in respect of the supplementary guarantees will be made within the same period and in the same manner as that established for the death guarantee.

### **ARTICLE 4: VALIDITY OF THE SUPPLEMENTARY GUARANTEES**

The duration of these guarantees is established in the particular conditions of the policy. At the expiry of this period they will be tacitly extended for a further period of the same duration, and so on.

These guarantees are complementary to the death guarantee and will remain in force as long as the latter is in force, and will be automatically terminated when the aforementioned basic death guarantee expires.

### **ARTICLE 5: COVERAGE**

Meridiano guarantees, within the limits and conditions stipulated in the policy and in exchange for the payment of the corresponding premium in each case, the coverage corresponding to each of the guarantees of the insurance whose inclusion is expressly stated in the particular conditions, for each of the insured persons.

## **BASIC GUARANTEE: DEATH**

### **ARTICLE 6: DEATH**

#### **6.1. Subject matter of the insurance**

Meridiano guarantees the provision of the contracted funeral service always within Spanish territory upon the death of each of the insured persons, in accordance with each of the general and particular conditions that appear in this policy.

**Meridiano is the provider of the funeral service guaranteed in the policy.** In the event that Meridiano is unable to provide the service due to reasons beyond its control, force majeure or because the service has been provided by means other than those offered by Meridiano, Meridiano will be obligated to pay the insured sum to the heirs of the deceased insured person and will not be liable for the quality of the services provided.

**When the amount of the services rendered is less than the sum insured, Meridiano will pay the resulting difference to the policy holder or, failing this, to the heirs of the policy holder.**

In the event of co-existing death insurance policies with Meridiano, the insurer will be obligated to return, at the request of the policy holder, the premiums paid for the policy that they have decided to cancel since the co-existence took place.

In the event of death, if there have been co-existing death insurance policies with Meridiano and another insurer, and Meridiano has not been able to fulfil its obligation to provide the funeral service in the terms and conditions set forth in the contract, it is obligated to pay the insured sum to the heirs or heiresses of the deceased insured person.

#### **6.2 Extension of the insurance**

The guarantee of the insurance extends to the insured persons whatever the cause of death, except for the risks excluded in the policy.

The insurance will also include the provision of the funeral service in the event of the death of the sons or daughters of the insured persons of this policy before they reach the age of forty days, after which they must be insured in order to be entitled to the corresponding funeral service. The service will be provided at the place where the death occurred or at the place of habitual residence of the parents. **Failure to avail of this guarantee will not give rise to any right to compensation.**

Likewise, the cremation or, if this is not possible, the burial of amputated limbs in their entirety of any of the insured persons included in the policy is guaranteed, in the place specified by the insurer, **their transfer being expressly excluded.**

Persons who are seriously ill at the time of taking out the insurance policy are not insurable, unless this is expressly stated in the policy and the corresponding additional premium is paid, when accepted by the insurer.

#### **6.3 Excluded risks**

**All risks of war, revolution, riot, epidemics and pandemics and those declared by the Government to be of a catastrophic nature.**

#### **6.4 Changes in the cost of the service**

Annually, the insured amount for the funeral service will be automatically revalued by 2%, in order to keep the insured sum updated in accordance with the cost of the funeral service.

In the event that the increase in the real costs of the service exceeds the 2% revaluation foreseen, Meridiano will update the insured amount by the resulting percentage. Meridiano will inform the policy holder of the new insured amount and the corresponding premium calculated at the corresponding rate according to the age of the insured person.

#### **6.5 Duration of the insurance**

This insurance is contracted for the period established in the particular conditions of the policy. At the expiry of this period it will be tacitly extended for a period of the same duration, and so on, unless the policy holder opposes the extension, in which case they must notify Meridiano in writing at least one month before the expiry date of the insurance policy.

It is the policy holder's right to cancel the contract at the periodic maturities and at will, in the manner indicated in the previous paragraph.

Meridiano is therefore obligated to extend the contract, provided that the policy is up-to-date with the payment of premiums.

#### **6.6 Rate schemes**

##### **• Level premium**

The rate will remain unchanged for the duration of the risk, for each of the insured sums contracted, increased only by the annual increase in the costs of the associated services.

##### **• Mixed premium**

The rate will be adapted, year after year, to the risk of death assumed at each of the ages that the insured persons reach, up to the age limit established in the particular conditions. From that age, the rate remains constant until death, increased only by the annual increase in the costs of the associated services.

#### **6.7 Form of payment of the premium**

Premiums will be paid in advance and the form of payment will be as set out in the particular conditions of the policy.

If, for reasons attributable to the policy holder, the premium has not been paid, Meridiano is entitled to terminate the contract.

Unless otherwise agreed, if the first premium has not been paid before the claim occurs, Meridiano will be released from its obligation.

In the event of non-payment of one of the following premiums, Meridiano's coverage is suspended for one month after the due date, as a waiting period.

The payment of the premium invoice will be made to accounts opened at banking entities established by the insurer at each moment, applying the following rule: the premium will be considered unpaid if, after attempting to collect it within one month of

its due date, it has not been possible to do so successfully. In this case, Meridiano will inform the policy holder of the form of payment in which they must proceed to regularise their situation.

## **6.8 Claims**

The sum insured, which in this insurance is the amount of the service contracted, represents the maximum limit to be paid by Meridiano in each claim for its provision.

In order to enforce the rights derived from this insurance in the event of the death of an insured person, Meridiano must be notified as soon as possible, so that it can take the necessary steps to be able to provide the service guaranteed in the policy.

In order to guarantee the quality of the service at all times, as Meridiano is obligated to do by virtue of this policy, Meridiano will recommend the funeral provider in order to carry out the corresponding service with the required guarantees. In the event that a provider other than the one recommended by Meridiano is chosen, the insurer cannot be held liable for the quality of the service provided.

When the family wishes the service to be provided in a municipality other than the one specified in the policy for this purpose, the funeral service will be carried out in accordance with the existing modalities in the place and for an amount equivalent to that contracted in the policy.

When by express wish of the family, the funeral service is provided in a municipality other than the one specified in the policy, or the elements described above are modified, the funeral service will be limited in all cases to the insured amount, which is the maximum amount to be paid by the insurer in each claim. Therefore, in the event that the amount of the funeral service provided in a municipality other than the one specified in the policy at the express wish of the family/requester should exceed the sum insured, the aforementioned excess must be paid by the family/requester of the service.

It will be understood that Meridiano is in default when it has not fulfilled its obligations within three months of the occurrence of the loss or, in the event of waiver of the service, has not paid the amount within forty days of receipt of the declaration of the loss, once all the necessary documentation has been submitted.

Compensation for late payment will be imposed ex officio by the court and will consist of the payment of annual interest equal to the legal interest rate in force at the time it is accrued, increased by 50%. Such interest will be deemed to have accrued on a daily basis, without the need for legal action. However, after two years from the occurrence of the claim, the annual interest will not be less than 20%.

## **SUPPLEMENTARY GUARANTEES: SUPPLEMENTARY OR REGULATORY BENEFIT**

### **ARTICLE 7: SUPPLEMENTARY OR REGULATORY BENEFIT**

#### **7.1 Definition of the guarantee**

This complementary guarantee will be applicable exclusively to the insured persons of the corresponding death policy.

**This complementary guarantee will be valid for as long as the death insurance policy is in force and premiums are up-to-date.**

#### **7.2 Subject matter of the insurance**

This complementary guarantee, which must appear in the particular conditions of the policy, will cover all extraordinary or exceptional burial expenses that the death may entail, **up to the amount of the complementary or regulatory benefit capital.**

Extraordinary or exceptional funeral expenses will be understood to mean all funeral expenses or services that are not covered by the basic funeral guarantee.

**In the event of not making use of this guarantee or not exhausting the capital contracted in this guarantee, the policy holder or, failing this, the legal heirs of the policy holder will be paid the amount of the corresponding capital.**

**Credible proof that the expenses claimed have been incurred will be a prerequisite.**

## **SUPPLEMENTARY GUARANTEES: TRANSFER, TRAVEL ASSISTANCE AND REPATRIATION**

### **ARTICLE 8: TRANSFER AND TRAVEL ASSISTANCE**

#### **8.1 Definition of the guarantee**

This complementary guarantee will be applicable exclusively to the insured persons of the corresponding death policy. **In order to be eligible for the guaranteed benefits, the insured person must be domiciled and habitually resident in Spain.**

**This complementary guarantee will be valid as long as the death insurance policy which it complements is in force and payment of premiums is up-to-date.**

**Failure to avail of this guarantee will not give rise to any right to compensation.**

#### **8.2 Subject matter of the insurance**

Meridiano, in each of the cases indicated, guarantees the following coverage:

##### **· TRANSFER IN CASE OF DEATH IN SPAIN AND ABROAD**

Meridiano will bear the expense of the necessary arrangements and expenses for the transfer of insured persons who **die anywhere in the Spanish territory or the rest of the world**, to the cemetery or crematorium in Spain that they or their relatives have freely specified or designate, without any limitation of mileage.

**The transfer will be carried out provided that there is no impediment by the competent authorities to do so, and that it is carried out through the intermediary of the funeral home indicated by Meridiano when the loss is declared.**



#### • INTERNATIONAL TRANSFER OF AN ACCOMPANYING PERSON IN THE EVENT OF DEATH

The person specified by the family of the deceased insured person outside their habitual residence will have the right to an aeroplane ticket (tourist class) or the appropriate means of public and collective transport (round trip), so that they can travel from the country of habitual residence of the insured person to the country where the death has occurred and return to Spain accompanying the corpse. The same entitlement will exist in the case of residents of the Peninsula in respect of deaths occurring in Ceuta, Melilla, the Balearic Islands and the Canary Islands, and in the case of residents of these territories in respect of deaths in the Peninsula.

#### • SUBSISTENCE EXPENSES FOR ACCOMPANYING PERSON IN THE EVENT OF DEATH ABROAD

If the accompanying person has to remain at the place of death due to formalities related to the transfer of the deceased insured person, Meridiano will reimburse the costs of stay and subsistence for an amount of up to **95 euros per day up to a limit of 950 euros**.

This guarantee can only be used if the “INTERNATIONAL TRANSFER OF ACCOMPANYING PERSON IN CASE OF DEATH” guarantee has been used.

#### • TRANSFER OF A COMPANION IN THE EVENT OF DEATH DUE TO AN ACCIDENT IN SPAIN

The family of an insured person who has died in Spain as a consequence of an accident more than 100 kilometres from their home may specify a person, with residence in Spain and who is in Spain at the time of death, who will be entitled to the necessary airline tickets (tourist class), train tickets (1st class) or the most suitable public and collective transport to travel from their home to the place where the accident occurred, then travelling to the place of burial or cremation in Spain accompanying the deceased person and, finally, returning to their place of residence in Spain.

#### • SUBSISTENCE EXPENSES FOR ACCOMPANYING PERSON IN THE EVENT OF DEATH IN SPAIN

If the accompanying person has to stay at the place of death due to formalities related to the transfer of the deceased, Meridiano will reimburse, upon presentation of the corresponding original invoices, the costs of board and lodging **up to 95 euros per day for a maximum of ten days**.

This guarantee can only be used if the “TRANSFER OF ACCOMPANYING PERSON IN CASE OF DEATH IN SPAIN IN ACCIDENT” guarantee has been used.

#### • HOME HELP FOR THE FAMILY IN THE EVENT OF DISPLACEMENT WITH THE DECEASED PERSON

If during the course of a trip the insured person should die as a consequence of serious illness or accident and their affective partner or a representative should travel to the place where the incident occurred in Spanish territory leaving alone children under the age of eighteen or people over sixty-five with whom they lived permanently, Meridiano will reimburse the expenses incurred in contracting services for the care of these people, up to a **limit of 60 euros per day and a maximum of ten days**.

#### • TRANSFER BY AMBULANCE IN CASE OF ILLNESS OR ACCIDENT OCCURRING IN SPAIN

Meridiano will provide an ambulance, and will pay the necessary expenses, to transport the sick or injured insured person from the place where the accident occurred in Spanish territory to the nearest medical centre that has the appropriate means to properly treat the illness or injuries suffered. In no event will Meridiano **replace emergency rescue agencies or bear the cost of such services**.

In all cases, the decision whether or not to transfer the insured person will be made by the medical personnel treating the insured person and, if necessary, by their family.

**This guarantee will only be effective when the illness or accident has occurred more than twenty-five kilometres from the insured person's habitual residence.**

#### • MEDICAL REPATRIATION TO SPAIN IN THE EVENT OF SERIOUS ACCIDENT OR ILLNESS OCCURRING OUTSIDE SPAIN

In the event of a serious accident or serious, sudden, unforeseen and acute illness involving a life-threatening risk for the insured person outside Spain, Meridiano will organise, when advised by medical personnel, the transfer or repatriation of the insured person to Spain. Only medical circumstances, with reference to the condition of the sick person and their fitness to travel, will determine whether transport should take place and by what means (whether special medical aircraft for European countries or those bordering the Mediterranean Sea, scheduled airline, ship, rail (sleeper) or ambulance). For countries outside the European and Mediterranean area, repatriation of the insured person will be carried out by scheduled airline, on a stretcher with medical supervision, when the case requires it.

The medical personnel appointed by Meridiano will make the decision in cooperation with the medical personnel treating the injured or ill insured person at the place of the event. All services will be provided and performed under constant medical supervision.

In the event that the insured person has to be hospitalised or transferred due to accident or illness and is travelling in the company of other persons who are also insured persons, Meridiano will reimburse the cost of transfer to their place of origin with a maximum limit of two insured persons.

**In no event will Meridiano replace emergency rescue agencies or bear the cost of such services.**

#### • EMERGENCY MEDICAL EXPENSES AS A RESULT OF ACCIDENT OR ILLNESS OUTSIDE SPAIN

In the event of an accident or illness of an unforeseeable nature occurring while travelling outside Spain, Meridiano guarantees reimbursement on presentation of original invoices and medical certificates, **up to a limit of 18,000 euros per year** per insured person, of the emergency medical expenses incurred abroad: medical personnel fees, medicines prescribed by a doctor, hospitalisation and ambulance for a local journey by medical prescription. In any case, **emergency dental expenses are limited**

to 330 euros per insured person per year.

Insured persons must notify Meridiano of their hospitalisation as soon as possible so that their situation can be properly assessed.

• **REMOTE MEDICAL CONSULTATION OUTSIDE SPAIN IN THE EVENT OF A SERIOUS ACCIDENT OR SERIOUS ILLNESS**

If the insured person travels **outside Spain** and is hospitalised due to illness or accident for a period of time of more than five days, Meridiano will provide the person specified by the insured person and domiciled in Spain with a flight ticket (tourist class) or the appropriate means of public and collective transport (return trip) to go to the hospital with the hospitalised person.

• **TRAVEL OF A FAMILY MEMBER WITH THE INSURED PERSON WHO IS HOSPITALISED OUTSIDE SPAIN**

If the insured person travels **outside Spain** and is hospitalised due to illness or accident for a period of time of more than five days, Meridiano will provide the person specified by the insured person and domiciled in Spain with a flight ticket (tourist class) or the appropriate means of public and collective transport (return trip) to go to the hospital with the hospitalised person.

• **EXTENSION OF THE INSURED PERSON'S STAY OUTSIDE OF SPAIN**

When, due to medical prescription, the insured person who is injured or ill has to extend their stay **outside of Spain** at the end of their hospitalisation and until they receive medical clearance to be able to travel, Meridiano will reimburse their accommodation expenses **up to the amount of 95 euros per day, with a limit of 950 euros** on presentation of original invoices.

• **EARLY RETURN OF INSURED PERSONS TRAVELLING OUTSIDE OF SPAIN**

If the insured person has to interrupt their trip due to the death of their spouse, sibling, ascendant or descendant of the first degree, they will be entitled to an airline ticket (tourist class) or the appropriate means of public and collective transport from the place where they are at that moment, **always outside Spain**, to the place of burial of the deceased relative.

In the event of a serious fire at the insured person's habitual residence, Meridiano will facilitate their return to their point of origin, provided that they are **outside Spain**, by the same means of transport defined in the previous paragraph.

• **RETURN HOME AND ASSISTANCE TO MINORS OUTSIDE OF SPAIN**

If the minors included in the policy are left without assistance, due to accident or illness of the insured person **outside Spain**, Meridiano will organise their return to the habitual address stated in the policy, with accompaniment if necessary.

• **DISPATCH OF MEDICINES OUTSIDE SPAIN IN THE EVENT OF ACCIDENT OR SERIOUS ILLNESS**

Meridiano will send any life-saving medication that cannot be obtained at the place where the sick or injured person is located. Meridiano will not be held responsible if the Spanish Pharmaceutical Council informs that the product required is not available in our domestic market. Such sending is subject to the legislation of the country where it is requested.

• **PAYMENT OF DEPOSIT FOR HOSPITALISATION OUTSIDE SPAIN**

In the event of a serious accident or serious, sudden, unforeseen and acute illness that implies a life-threatening risk for the insured person outside Spain and requires hospitalisation outside Spain, Meridiano will pay the deposit requested by the administration of the hospital that has established it, up to the limit guaranteed in the coverage "Emergency medical expenses as a consequence of accident or illness outside Spain".

• **ADMINISTRATIVE PROCEDURES SERVICE FOR HOSPITALISATION**

In the event of the medical repatriation of the insured person as a consequence of serious illness or serious accident occurring **outside Spain**, Meridiano will advise on the management of all the administrative procedures necessary to formalise the admission of the insured person to the hospital that corresponds to them according to their habitual residence.

• **ADVANCE PAYMENT OF BAIL OUTSIDE OF SPAIN AND LEGAL DEFENCE FEES**

If the insured person, as a consequence of a judicial procedure carried out outside Spain, is required to post bail, Meridiano will grant an advance equivalent to the amount of the criminal bail required by the competent authorities, **up to a limit of 6,600 euros per person prosecuted or imprisoned**, provided that this person appears as an insured person in the policy. Likewise, and in this case, Meridiano will advance the lawyer's fees up to a limit of 660 euros per person. These advances will be repaid to Meridiano in a single instalment, within a maximum period of 12 months, and will accrue interest at the legal interest rate in force. In order to ensure the amount received as an advance payment, Meridiano reserves the right to request, prior to this, that a person or bank in Spain specified by the insured person provides a reliable guarantee for the repayment of said advance payment.

Such advance payment is subject to the law of the country where it is requested.

• **TRIP CANCELLATION**

If the trip already arranged by the insured person is cancelled due to their death or hospitalisation, that of their spouse, affective partner, ascendants or descendants of the first degree or collateral relatives of the second degree by blood, Meridiano will reimburse the insured person or beneficiaries, subject to documentary justification, the expenses arising from the cancellation **up to a maximum of 600 euros per insured person and 1,500 euros per year per policy**.

• **SENDING FORGOTTEN DOCUMENTS AND PERSONAL BELONGINGS**

If, during a trip, the insured person informs us that they have forgotten a document that is essential for the trip, Meridiano will organise and bear the costs of sending it to the address indicated by the insured person him/herself.

Meridiano will also arrange for the delivery to the insured person's home of objects or documents forgotten in places where they have resided during the trip or if they have been illegally stolen and subsequently recovered.

Meridiano will only organise and bear the costs of shipping up to a **limit of 100 euros per insured person and 250 euros per claim**.

#### • BAGGAGE SEARCH AND LOCATION

In the event of total or partial loss of the luggage during a trip outside the country of habitual residence, Meridiano will collaborate in the efforts to locate it and when it is located, will send it to the place specified by the insured person.

This guarantee will take effect when the insured person and luggage travel using public transport. Air taxis and helicopters are not considered as public means of transport for the purposes of this guarantee.

#### • TRANSMISSION OF URGENT MESSAGES

Meridiano will have at the disposal of the insured person the permanent telephone service of the Meridiano Call Centre to transmit urgent messages that the latter classifies as necessary, provided that they are directly related with the risks covered by this guarantee.

#### 8.3 Excluded risks

The insured guarantees are excluded in the following cases:

- When the insured person stays outside Spain for more than 180 consecutive days.
- When the insured person takes part in armed conflicts, civil or military, revolts and insurrections.
- When the injury or illness has resulted from the direct or indirect effects of atomic energy.
- The health repatriation cover will not take effect when the injuries or illness suffered by the insured person are considered by the medical personnel attending them to be minor, and can be cured in the place where they are without making it impossible for them to continue their journey. However, in this case, the assistance provided for in the "Emergency medical expenses as a result of an accident or serious illness abroad" guarantee will be provided.
- The rescue of people in the mountains, at sea or in the desert.
- High-risk sport, such as mountaineering, climbing, motocross, gliding, hang gliding and the like.
- Medical expenses prescribed in Spanish territory, even if they are in respect of treatment started abroad.
- Those resulting from a relapse of a previously suffered illness or accident and those related to a chronic illness.
- Glasses, crutches and prostheses in general.
- Losses caused by earthquakes, floods or volcanic eruptions.
- Pregnancies. However, cases of unforeseeable complications are covered up to the 25th week of gestation.
- Accidents caused by skiing.
- Suicides, self-harm and drug or alcohol intoxication.
- All problems resulting from alcoholism or drug addiction.
- Thermal and therapeutic cures with UVA rays.
- Physiotherapy and kinesiotherapy.
- Mental illness, as well as psychoanalysis and psychotherapy.
- Relapses of existing illnesses with a risk of sudden aggravation and known to the insured person at the time of starting the trip.
- Pathological conditions known to the insured person and with a medical history, which are likely to worsen in the event of travel.
- Vaccinations and tests for previously known diseases.

Under no circumstances will Meridiano replace emergency rescue services, nor will it cover the cost of these services.

#### 8.4. Additional provisions

It will be an indispensable condition for Meridiano to assume its obligations that it is immediately notified of the insured contingencies and has given its consent.

In the event of national or international transfer, the funeral service will be provided at the value contracted in the policy, adapted, in terms of the elements that comprise it, to the customs of each place, and Meridiano will not be liable for the non-existence of any element in the place where the service is provided, if this is different to the municipality of the valuation guaranteed in the policy.

Reimbursement of expenses incurred directly by the insured person in the event of accident, illness or transfer is not possible without prior authorisation from Meridiano, except in cases of life-threatening medical emergencies and transfer to the nearest medical centre, provided that Meridiano is notified within twenty-four hours in order to obtain its approval.

Failure to avail of this guarantee will not give rise to any right to compensation.

The reimbursement of "Emergency medical expenses due to accident or illness abroad" will in any case be complementary to any other benefits to which the insured persons are entitled, either through social security benefits or through any other social security scheme to which they are affiliated.

In such an event, only the benefits/expenses not covered by such Bodies will be borne by Meridiano.

## **SUPPLEMENTARY GUARANTEES: REPATRIATION FROM SPAIN TO ANY COUNTRY IN THE WORLD**

### **ARTICLE 9: REPATRIATION FROM SPAIN TO ANY COUNTRY IN THE WORLD**

#### **9.1 Definition of the guarantee**

This complementary guarantee will be applicable exclusively to the insured persons of the corresponding deceased person's policy, for whom it is expressly contracted in the particular conditions or supplements of this policy.

**This complementary guarantee will be valid as long as the death insurance policy to which it belongs is in force and payment of the premiums is up-to-date.**

**Funeral services for amputated limbs as defined in Article 6.2 of these General Conditions are excluded from this guarantee.**

#### **9.2 Subject matter of the insurance**

Meridiano assumes, as a substitute for the benefits insured by the funeral coverage, the necessary arrangements and expenses for the transfer of the body of the deceased insured person from the place of death in Spanish territory to the nearest international airport to the chosen location in the country indicated, provided that there is no impediment on the part of the competent authorities or that there are no force majeure causes that prevent this. For this purpose, Meridiano will select the most suitable funeral provider to carry out the transfer. Meridiano's responsibility ends with the arrival of the mortal remains at the aforementioned international airport.

If the death takes place outside Spanish territory, the guarantee of repatriation from Spain would not be applicable, so Meridiano will compensate up to the limit of the sum insured.

##### **• TRAVEL OF THE ACCOMPANYING PERSON IN THE EVENT OF DEATH**

The family of the insured person who died in Spanish territory will have the right to an aeroplane ticket or suitable means of transport (round trip, always public and collective in tourist class), so that the person they designate can travel accompanying the corpse from Spain to the nearest international airport to the chosen locality of the country indicated in the particular conditions, provided that there is no impediment on the part of the competent authorities or there are no force majeure causes that impede this.

#### **9.3 Additional provisions**

**In order to guarantee at all times the quality of the service, as Meridiano is obligated to do under this policy, Meridiano will recommend the supplier to provide this supplementary guarantee. In the event that a provider other than the one recommended by Meridiano is chosen, Meridiano cannot be held responsible for the quality of the service provided. In the event that Meridiano is unable to provide the service for reasons beyond its control, force majeure or because the service has been provided by means other than those offered by Meridiano, Meridiano is obligated to pay the insured sum to the heirs of the deceased insured person and is not liable for the quality of the services provided.**

**Likewise, in the event that the repatriation does not take place due to the express wish of the family or for any reason that prevents it, the funeral service is guaranteed in Spanish territory, up to the maximum limit of the sum insured.**

**The maximum amount allocated to repatriation per insured person is €10,000 and under no circumstance may this amount be compensated. Failure to avail of this guarantee will not give rise to any right to compensation.**

## **SUPPLEMENTARY GUARANTEES: LEGAL ASSISTANCE.**

### **ARTICLE 10: LEGAL ASSISTANCE**

#### **10.1 Definition of the guarantee**

This complementary guarantee will be applicable exclusively to the insured persons of the corresponding death policy.

**This complementary guarantee will be valid as long as the death insurance policy which it complements is in force and payment of premiums is up-to-date.**

**Failure to avail of this guarantee will not give rise to any right to compensation.**

#### **10.2 Definition of the guarantee**

##### **• Legal advice/telephone counselling**

Through this guarantee, Meridiano will make a lawyer available to the insured person to inform them by telephone in the event of any litigation in terms of their life associated with the following:

##### **Motor vehicles**

- On vehicle formalities.
- On claims for damage to vehicles.
- On the Insurance Compensation Consortium, vehicle taxes and charges.
- Car-related incidents in general.

##### **Utility and housing contracts**

- Utility contracts.
- Buying and selling of residential property.
- Rental housing.

- Domestic service.
- Neighbourhood community.

#### **Familia**

- Marriage.
- Rights of minors.
- Unmarried couples.

#### **Penal**

- Criminal matters.
- Complaints of damage caused by domestic animals.

#### **Labour**

- Employment contract.
- Resignation of the worker.
- Penalties and disciplinary action against the worker.
- Employment regulation files.
- Accidents at work and occupational diseases.

#### **IRPF (personal income tax)**

- Income tax return.

#### **Consumidor/a**

- Rights.
- Product defect.
- Complaints to companies.
- Personal Data Protection.
- Teleshopping.
- Incidents related with the home.
- Situations in which any member of the family is the object of a crime.

#### **Death and accident**

- Widow's, widower's and orphan's pension.
- Death grants.
- Other benefits to which the insured person(s) may be entitled.
- Inheritances.
- Rental contracts.
- Changes of ownership
- Financial products.

#### **Death and accident (II)**

- Claims against third parties.
- Claim for services.
- Tax obligations.
- Permanent disability.
- Temporary incapacity due to accident.
- Insurance contracts.

#### **Exclusions:**

- Any fact that exceeds the limits of application of Spanish law.
- Legal defence.
- Representing the insured person or attending court or administrative proceedings.
- Proceedings against an insured person at the request of other insured persons.
- Proceedings brought by any insured person against Meridiano, its exclusive insurance agents, its service providers or any person directly or indirectly linked with Meridiano by virtue of being a part of it.
- The telephone response given to the insured person only entails legal guidance on the consultation raised by the insured person, in no case being understood as a guarantee of the result of any type of action that the insured person may initiate based on this orientation, the decision of which is exclusively the responsibility of the insured person, who may check the legal

response provided by Meridiano with any legal professional.

• **ONLINE WILL**

The purpose of this guarantee is to provide the following services by Meridiano under the terms and conditions set out below:

- Online preparation of a notarised open will.
- Legal advice on wills.

The content, definitions and exclusions of these services are detailed below:

**Drawing up a notarised open will:** Meridiano guarantees assistance to the insured person for the drafting of a notarised open will, i.e. to make a will before a notary, determining the content of their last will and testament in the event of death.

The procedure will be carried out in accordance with the following process:

- A. The insured person will provide the necessary information for the drafting of the will by means of access to the website [www.arag.es/sites/testamentonline/protecciondecesos/](http://www.arag.es/sites/testamentonline/protecciondecesos/) or by calling 900 293 255 **from 9:00 to 19:00 from Monday to Friday on working days.**
- B. Once the service has been requested, the insured person will be given the option of communicating by email or by logging onto the online platform of the notarised open will by means of a personalised link that will be provided by email.
- C. The assigned solicitor will study the case and, if necessary, make the necessary recommendations to the insured person in order to bring their wishes into line with the law.
- D. Throughout the entire process, the insured person may consult with the assigned lawyer on any questions concerning the drafting of the will.
- E. Meridiano will prepare a will proposal, choose a notary's office among those included in its list of collaborators, making sure that it is as close as possible to the insured person's home, place of work, hospital or residence and arrange the appointment. In the event that the insured person has a physical mobility problem that prevents or hinders them from travelling to the notary's office chosen by Meridiano, the notary will be the person who travels to the notary's office. **This guarantee does not entitle the insured person to a notary or notary's office of their own choice.**
- F. The insured person, in the presence of the notary and with his/her help, completes the final wording and execution of the deed.

Meridiano will cover the costs of legal advice and drafting of documents, notarial advice and notarisation of the open will, as well as the cost of issuing an uncertified copy for the insured person. **Any other expenses arising from the use of this service will be borne by the insured person. The cost of issuing an authorised copy of the will, which is necessary for the persons specified as heirs to be able to accept the inheritance after the death of the testator, is not included.**

**Limits to the coverage of "Making a will online": one will and one modification of the will per policy annuity, such modification not being possible within the same policy annuity in which the will was granted in accordance with this guarantee.** This cover includes legal advice, the preparation of the will, as well as notary fees and expenses.

• **LEGAL MANAGEMENT AND ADVICE SERVICE IN CASE OF DEATH**

In order to avail of this service, it is essential that once the death of the insured person has taken place, the insured person **requests the use of the service directly in writing to the insurer within a maximum of 3 months after the death. Once this period has elapsed without a request for its use, it will be understood that the use of the LEGAL ADVICE AND MANAGEMENT SERVICE has been waived, without its waiver entailing any type of indemnity, compensation or financial return on the part of Meridiano. This service will be provided exclusively by professional staff assigned by Meridiano.**

For the management of all the procedures listed below, it will be necessary for the family to appoint a representative, in writing, who will be the only valid interlocutor with whom Meridiano will liaise.

For this purpose, it is **essential** that the representative provides Meridiano with all the required documentation, no later than the fourth month after the death of the insured person. **Once this period has elapsed without Meridiano having been provided with all the requested documentation, it will be understood that this service has been waived, without this waiver entailing any type of indemnity, compensation or economic refund on the part of Meridiano.**

**In cases where the physical presence of the beneficiaries is essential, Meridiano will limit itself to advising the persons concerned in order to carry out the necessary formalities.**

The purpose of this service is to:

**Advise** on the completion of the following formalities arising from non-contentious inheritance proceedings:

- Information on the necessary formalities to obtain the will at the notary's office.
- Information for the execution of the Declaration of heirs (notarial or by a court of law), in the event that there is no will.
- Information for the settlement of the tax on the increase in value of urban land IIVTNU (capital gains tax) for all properties.

**The undertaking** exclusively of the following procedures and formalities:

- Obtaining the certificate of registrable insurance with death cover.
- Obtaining the certificate of last will and testament.
- Obtaining death, marriage and birth certificates.
- Application, if applicable, for benefits or subsidies from the National Institute of Social Security: death, widow's, widower's or orphan's allowance for adults.



- Preparation of inheritance tax for taxpayers' resident in Spain.

**EXCLUSIONS. The following are excluded from the legal management and advice service:**

- A. Any fact that exceeds the limits of application of Spanish law.
- B. Orphan's pensions for minors.
- C. Obtaining or processing administrative documentation when it is held in registers, bodies or institutions located outside Spanish territory.
- D. Cases in which a family representative person is not appointed to act as the only valid interlocutor with Meridiano.
- E. Testamentary processes in which there is a conflict of interest between the beneficiaries, in which case Meridiano will limit its action to advising any of the beneficiaries who request it.
- F. All fees of notaries and registrars as well as those of the beneficiaries to be involved.
- G. Official penalties resulting from failure to comply with the deadlines established by the Tax Agency for the payment of the tax, as well as those resulting from the deliberate or unintentional concealment of assets at the time of settlement of taxes.
- H. Any additional tax settlements or rectification of tax settlements for reasons beyond Meridiano's control, once the tax settlement has been drawn up and submitted.
- I. Inheritance tax settlements, when one of the beneficiaries resides outside Spanish territory.
- J. All cases in which, when four months have elapsed since the death of the insured person, Meridiano does not have all the documentation necessary for tax settlement.
- K. All taxes related to spouses or heirs who died prior to the deceased person insured with Meridiano.
- L. In cases where the presence of the beneficiaries is essential to carry out any formalities or procedures, Meridiano will limit the provision of this guarantee to the advice necessary to obtain the documentation.

• **REVIEW AND DRAFTING OF DOCUMENTS AND CONTRACTS**

Meridiano will provide the insured person, whenever requested by telephone, with the assistance of a lawyer for the review and drafting of certain documents and contracts, from which legal consequences may arise, on matters relating to the following subjects:

- Motor vehicle
- Labour
- Incidents in a transport contract
- Tax
- Public Administration
- Business premises
- Complaints or appeals against administrative penalties, with the exception of the handling of road traffic or shipping and aircraft penalties
- Domestic service

Once the contract or document has been duly revised or drafted, Meridiano will deliver it to the insured person so that it can be presented to the recipient.

**The documents and contracts covered by this cover are expressly the following:**

**Motor vehicles**

- Contract for the sale and purchase of a car with accessories on hire purchase with bank guarantee.
- Contract for the sale and purchase of a caravan with accessories on hire purchase with bank guarantee.
- Contract for the sale and purchase of accessories and spare parts.
- Contract for the sale and purchase of a motorhome with accessories in instalments with personal guarantee.
- Contract for the sale and purchase of a motorhome with accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a car with accessories on hire purchase with a personal guarantee.
- Contract for the sale and purchase of a car with accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a motor vehicle without accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a motorcycle with accessories on hire purchase with personal guarantee.
- Contract for the sale and purchase of a motorcycle with accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a motorcycle without accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a trailer with accessories on hire purchase with personal guarantee.
- Contract for the sale and purchase of a trailer with accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a trailer without accessories on instalments without guarantee.
- Contract for the sale and purchase of a commercial vehicle with accessories on hire purchase with personal guarantee.
- Contract for the sale and purchase of a commercial vehicle with accessories on hire purchase without guarantee.
- Contract for the sale and purchase of a commercial vehicle without accessories on hire purchase without guarantee.

### **Labour (I)**

- Work experience certificate.
- Labour certificate of employment.
- Confidentiality agreement.

### **Labour (II)**

- Full-time employment agreement.
- Post-contractual labour non-competition agreement.
- Labour agreement to remain in the company.
- Request for leave due to serious accident of a family member.
- Request for leave due to serious illness of a family member
- Letter of opposition from the worker to a medical examination.
- Application for extended leave of absence to care for family members.
- Senior management employment contract.
- Employment contract of indefinite duration.
- Employment contract for work at home.
- Work experience contract.
- Employment contract for professional athletes.
- Letter of request for extended leave of absence.
- Contract for the use of a company vehicle.
- Domestic service contract (foreign).
- Domestic service contract (national-European Community).

### **Incidents in a transport contract**

- Overbooking claim.
- Claim for loss or damage to baggage in land transport.
- Claim for loss or damage to baggage during air transport.
- Claim for loss of or damage to baggage due to maritime transport.
- Claim for flight delays.
- Claim for delay in departures and/or arrivals by land transport.
- Claim for delay in departures and/or arrivals by sea transport.
- Claim for flight cancellations.
- Claim for cancellation of trains.
- Claim for cancellation of travel by sea.
- Claim for an incident occurring during the flight.
- Claim for an incident occurring during the train journey.
- Claim for incidents occurring during a voyage.

### **Public Administration**

- Appeal.
- Appeal for reconsideration.
- Claim for damages derived from poor service provided by the Administration.
- Administrative appeal for refusal of municipal childcare subsidies.
- Administrative appeal for refusal of municipal registration.
- Administrative appeal for refusal of family reunification.
- Administrative appeal for refusal of residence permit.
- Administrative appeal for denial of Spanish nationality.
- Administrative appeal against refusal to issue a criminal record certificate.
- Administrative appeal for refusal of recognition of an academic qualification.
- Administrative appeal against refusal to issue a driving licence.

### **Fiscal**

- Letter of application to the Tax Agency for the refund of tax paid.
- Letter of request for extension of payment deadline.
- Letter of request for debt payment in instalments.



#### **Premises (I)**

- Lease of premises with machinery with purchase option and bank guarantee.
- Lease of premises with machinery with purchase option and personal guarantee.
- Lease of premises without machinery without option to purchase without guarantee.
- Garage parking space lease contract.
- Lease contract for a parking space with purchase option.
- Contract for the sale and purchase of furnished premises with bank guarantee.
- Contract for the sale and purchase of furnished premises with personal guarantee.
- Contract for the sale and purchase of furnished premises without guarantees.
- Contract for the sale and purchase of unfurnished premises with no guarantee.
- Temporary furnished lease contract without guarantee.
- Contract for the purchase and sale of a parking space with bank guarantee.

#### **Premises (II)**

- Contract for the purchase and sale of a parking space with personal guarantee.
- Contract for the sale and purchase of a parking space without guarantee.
- Rustic property lease contract.
- Contract of sale of rustic property.
- Contract of sale of urban plot of land (with termination clause).
- Contract of sale of urban plot of land (without termination clause).
- Contract of sale of rural plot of land (with termination clause).
- Contract of sale of rural plot of land (without termination clause).
- Signed site lease contract.

### **10.3 How to avail of this guarantee**

In the event of needing to avail of this supplementary guarantee, the insured person should contact the **company's 24-hour Customer Service Department: telephone 900 293 255.**

## **ARTICLE 11: PSYCHOLOGICAL ASSISTANCE**

### **Definition of the guarantee**

This complementary guarantee will be applicable exclusively to the insured persons of the corresponding death policy.

**This complementary guarantee will be valid as long as the death insurance policy which it complements is in force and payment of premiums is up-to-date.**

### **11.2 Definition of the guarantee**

**This cover includes the following benefits:**

- Bereavement support and telephone counselling services aimed at preventing complications arising from the death of a family member insured under the policy, managing risk factors (e.g. depression, anxiety), anticipating the stages of grief, offering practical and tailored help to the relatives of the deceased, identifying and encouraging the expression of emotions and thoughts, and promoting adaptive behaviours.
- The psychological assistance team will contact the family of the deceased insured person, offering a face-to-face bereavement support service for the direct family (father, mother, spouse or common-law partner, child, sibling) specified by the family.
- The specified family member is entitled to three 45-minute psychology sessions, free of charge, for a period of one year from the date of death of the insured person. For an efficient provision of this service, the first two sessions will sometimes be carried out together in the same visit, so the first visit will last a minimum of one and a half hours.

### **11.3 How to avail of the guarantee**

- Meridiano will make available to their families the 900 293 369 telephone number for bereavement support, staffed by specialist psychology professionals, to deal with their queries free of charge, 24 hours a day, 365 days a year.

### **11.4 Restrictions**

- Any additional sessions that the beneficiary may wish to contract will be paid for by the beneficiary, at prices below market rates.
- The service can be used within 12 months of Meridiano's notification of death.

## **OTHER PROVISION**

### **ARTICLE 12: JURISDICTION**

This contract is subject to Spanish jurisdiction and, within it, the court with jurisdiction to hear actions derived from it will be that of the insured person's domicile in Spanish territory.

### **ARTICLE 13: STATUTE OF LIMITATIONS**

Actions arising from this contract will be time-barred after five years.

### **ARTICLE 14: TAXES**

All existing taxes, levies and surcharges and those that may be established in the future on the policies and premiums will be borne by the policy holder, when they can be legally passed on.

### **ARTICLE 15: COMPLAINTS AND CLAIMS**

Notwithstanding claims made in courts of law, the insurance policy holder, insured person and beneficiary can make their complaints and claims with the following instances:

#### **• CUSTOMER SERVICE DEPARTMENT**

Meridiano has a Customer Service Department at its head office, which handles all types of complaints and grievances in writing. For more information on the complaints and claim procedure, please consult the Meridiano website: <https://www.segurosmeridiano.com/reclamaciones>.

#### **• CUSTOMER OMBUDSMAN**

Meridiano places at your disposal the Customer Ombudsman, who is an independent entity, to whom you may write in order to file your complaint or claim.

The processing of complaints and claims by the aforementioned bodies will never exceed a period of two months. The procedure is regulated in Meridiano's Customer Protection Regulations, which are available at any Meridiano branch. For more information on the complaints and claim procedure, please consult the Meridiano website: <https://www.segurosmeridiano.com/reclamaciones>.

#### **• DGSYFP COMPLAINTS SERVICE**

In the event that you do not agree with the solution given by the aforementioned bodies, or when a period of two months has elapsed without having obtained a response, you may submit complaints and grievances in writing to the Complaints Service of the General Directorate of Insurance and Pension Funds through the procedure set out in Order ECC/2502/2012, of the 16th of November, which regulates the procedure for submitting complaints to the complaints services of the Bank of Spain, the National Securities Market Commission and the General Directorate of Insurance and Pension Funds.

#### **• INFORMATION ON DATA PROTECTION**

##### **Data controller**

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 of April 2016, ("GDPR") and Organic Law 3/2018, of 5 of December, on Personal Data Protection and Guarantee of Digital Rights ("LOPDGDD"), the personal data provided by you will be processed on a correspondent basis, in accordance with Article 26 of the GDPR, by:

1. **BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros** with Tax ID no. A64194590 and its registered offices at C/ Isabel Colbrand, 22, 28050 Madrid, Spain, registered with the Mercantile Register of Madrid, Volume 36651, Book 0, Folio 117, Section 8, Page M-657405, Entry 2 and in the Register of Insurance Companies of the General Directorate of Insurance and Pension Funds under code C-0767. Contact details of the Data Protection Officer: DPO\_BSSegurosGenerales@BSSeg.com (hereinafter "BSSG"); and
2. **Meridiano S.A. Compañía Española de Seguros**, with Tax ID no. A 18006296, registered in the Mercantile Register of Alicante under Volume 3962, Book 0, Folio 44, Page A-150960, entry 2 and registered office in 03008 Alicante, Avenida Jean Claude Combaldieu, no. 5. Contact details of the Data Protection Officer: DPO protecciondedatos@grupoasv.com (hereafter "Meridiano").

##### **Collection of personal data**

BSSG and Meridiano market this product through the insurance intermediary BanSabadell Mediación, S.A. (Linked Banking-Insurance Operator). At the time of taking out insurance policies, the intermediary, in its role as data processor, collects the personal data of data subjects through the distribution network of the Banco de Sabadell Group, which includes both customer service offices and the telephone and online channels.

##### **Categories of personal data processed**

In order to take out an insurance policy, we need to process your identification, contact and bank account details, and all the information on the insured risk that is necessary for an optimal assessment of the risk itself and of its corresponding pricing, which may include a wide variety of personal, family, financial and property circumstances, depending on the risk in question. In

the case of the death insurance product, the risk assessment requires the processing of health-related data; this processing of specially protected data is covered by Article 9 of the GDPR and Article 9 of the LOPDGDD, as it is necessary for the performance of the insurance contract to which the data subject is a party.

### Processing purposes

The personal data that you provide in order to take out your insurance policy and during the term of the policy will be processed for the following purposes:

- To draw up, sign and manage your insurance contract, including the valuation and pricing of the insured risk at the time of underwriting and of each annual renewal, the loss adjustment, the settlement of benefits and the sending of necessary communications related to your contract, where applicable;
- To record, process and respond to complaints and claims, if and when you have any;
- To carry out the necessary checks to detect and prevent money laundering and terrorist financing;
- To carry out the necessary checks aimed at detecting and preventing fraud in the insurance sector, in all its variants, which sometimes involves requesting additional expert opinions, carrying out private investigations or consulting public registers, credit information systems or similar resources;
- To carry out commercial and/or advertising actions or communications by any means, including electronic means, related to products similar to the ones contracted. These actions may be aimed at informing you of services included in your policy, news, current promotions or various events, as well as to obtain your opinion and degree of satisfaction with the service received;
- To carry out commercial and/or advertising actions or communications by any means, including electronic means, related to products of other insurance companies or pension plan managers of the Banco de Sabadell Group. These actions may be aimed at offering you insurance products or pension plans that are not offered directly by us, but by another of the Group's companies, as well as informing you of new products, current promotions or various events;
- To include you as a participant in contests, prize draws or other promotional activities, at your request, in accordance with the regulations or terms and conditions published in this regard.

### Profiling

Like all insurance companies, we need to draw up profiles for **statistical-actuarial purposes**, in order to assess and price the insured risk when the policy is taken out and at each annual renewal, i.e. to determine your insurance premium and update it each year. These profiles are drawn up with (i) the information you provide us with directly, (ii) the checks we carry out at our expense to assess the insured risk, through external sources at the disposal of insurance companies, (iii) the risk profile indicators assigned by Banco de Sabadell, S.A. and (iv) the risk profile indicators assigned by the insurance companies of other branches and/or pension plan managers in which Banco de Sabadell, S.A.<sup>1</sup> has a stake and with which you have taken out an insurance product or pension plan, if applicable. In all cases, we only use data that is appropriate, relevant and limited to what is necessary in relation to the aforementioned statistical-actuarial purposes and always subject to prior pseudonymisation and encryption techniques, to guarantee and respect the privacy of the data subjects.

We also create **profiles for marketing purposes** in order to predict what additional products, terms or benefits you may be interested in and/or which ones we may be able to offer you, and to determine the best time to offer them to you, for example: when you reach a certain age or when we detect any signs of discontent or dissatisfaction with our service that we can correct or counteract. These profiles are drawn up with (i) the information you provide us with directly, (ii) the number of products you have contracted with us and their profitability and (iii) the indicators of the risk profile assigned by the insurance companies of other branches and/or pension plan managers in which Banco de Sabadell, S.A.<sup>2</sup> has a stake and with which you have taken out an insurance product or pension plan. In all cases, we only use data that is appropriate, relevant and limited to what is necessary in relation to the aforementioned commercial purposes and always subject to prior pseudonymisation and encryption techniques, to guarantee and respect the privacy of the data subjects.

### Retention period

When you take out the insurance, we will retain your personal data for the duration of your contractual relationship with us and, upon its termination, for a maximum period of **thirteen (13)** years, consistent with the applicable statutory limitation periods.

Throughout the retention period, we implement appropriate security measures to prevent any risk of destruction, loss, accidental alteration or unauthorised access to your personal data. In compliance with article 32 of the LOPDGDD, during the final period of the established retention period, the personal data will be retained for the sole purpose of responding to possible responsibilities arising from the processing.

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1. The life insurance company owned by Banco de Sabadell, S.A. is BanSabadell Vida, S.A. de Seguros y Reaseguros, with Tax ID no. A08371908 and registered offices at C/ Isabel Colbrand, 22, 28050 Madrid, Spain, registered in the Mercantile Register of Madrid and in the General Directorate of Insurance as an insurance company with code C-557. The pension plan manager in which Banco de Sabadell, S.A. has a stake is BanSabadell Pensiones, E.G.F.P. S.A., with Tax ID no. A58581331 and registered offices at C/ Isabel Colbrand, 22, 28050 Madrid, Spain, is registered with the Mercantile Register of Madrid and in the Special Register of Pension Fund Management Entities under number G-0085. We inform you that we have in force a PROCESSING CORRESPONSIBILITY AGREEMENT with these entities for the joint drafting of customer risk and profitability profiles. These externally enriched profiles are only used (a) at the time of underwriting or renewal of a policy, based on the execution of the insurance contract, and (b) at the time of the insurance contract (b) to offer you commercial advantages in the contracting or renewal of products, based on the express, free, informed, unequivocal and specific consent that you have given us, if applicable.

2. See Footnote (1)

## Legitimate basis

The legitimate bases for the aforementioned processing operations are as follows:

1. To draw up, sign and manage your insurance contract, the applicable legitimate basis is the **execution of the insurance contract** to which you are a party, or the application of the pre-contractual measures requested for this purpose, under the terms and within the limits established by Law 50/1980 on Insurance Contracts and Law 20/2015 on the Regulation and Supervision and Solvency of Insurance and Reinsurance Companies [Article 6.1.b. of the GDPR];
2. In order to record, process and respond to the complaints and claims that you send us, the applicable legitimate basis is compliance with the **legal obligation** that applies to us, derived from article 97 of Law 20/2015 on the Regulation and Supervision and Solvency of Insurance and Reinsurance Companies [Article 6.1.c. of the GDPR];
3. In order to carry out the necessary checks aimed at detecting and preventing money laundering and terrorist financing, the applicable legitimate basis is compliance with the **legal obligations** that apply to us, derived from Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing [Article 6.1.b. of the GDPR];
4. In order to carry out the necessary checks aimed at detecting and preventing fraud in the insurance industry, the applicable **legitimate basis** is our legitimate interest in complying with the mandate of Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and, consequently, taking effective measures to prevent, deter, identify, detect, report and remedy fraudulent conduct, which consists of the use of deception or concealment of information from the insurance company, with the aim of obtaining the issuance of an insurance policy that would not otherwise be issued or the payment of a claim that does not apply [Article 6.1.f. of the GDPR];
5. Regarding commercial and/or advertising actions or communications which may be carried out and the necessary profiling for this purpose, the applicable legitimate basis is our **legitimate interest** in building customer loyalty, ensuring that customers are satisfied with our services and, where appropriate, offering them other products we have available that are similar to those contracted and that may be of interest to them [Article 6.1.f. of the GDPR];
6. Regarding commercial and/or advertising actions which may be carried out, or communications relating to products of other insurance companies or pension plan managers of the Banco de Sabadell Group - including the preparation of profiles for this purpose - the applicable **legitimate basis is the express**, free, informed, unequivocal and specific consent that you give at the time of deciding to participate in the "Data" [Article 6.1.a. of the GDPR];
7. To include you as a participant in contests, prize draws or other promotional activities, the applicable legitimate basis is the consent you give at the time of applying for participation [Article 6.1.a. of the GDPR].

In relation to profiling for statistical-actuarial purposes, the applicable legitimate basis is the **performance of the insurance contract** to which you are a party or the application of the pre-contractual measures requested for these purposes, under the terms and within the limits established by Law 50/1980 on Insurance Contracts and Law 20/2015 on the Regulation and Supervision and Solvency of Insurance and Reinsurance Companies [Article 6.1.b. of the GDPR]. As an insurance company, we have a duty to ensure that the premium rates we charge are sufficient, based on reasonable actuarial assumptions, to guarantee the solvency of our entity and, in particular, to establish appropriate technical provisions, in accordance with the terms established in Article 94 of Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies.

In relation to profiling for marketing purposes, the applicable legitimate basis is our **legitimate interest** in keeping our customers loyal, ensuring that they are satisfied with our services and, where appropriate, offering them other products we have available that are similar to those contracted and that may be of interest to them [Article 6.1.f. of the GDPR]. We only enrich these profiles with external sources from the insurance companies of other branches and/or pension plan managers in which Banco de Sabadell, S.A.<sup>3</sup> has a stake and with which you have taken out an insurance product or pension plan, if you (a) have given us your express, free, informed, unequivocal and specific consent to do so, which you may revoke at any time [Article 6.1.a. of the GDPR] or if (b) you have expressly requested us to provide a service that requires it [Article 6.1.b. of the GDPR].

## Communications to third parties

The aforementioned processing operations require that your personal data be communicated to:

- **Competent public authorities and bodies**, in compliance with the legal supervisory obligations established in Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and other legal obligations arising from the duty to cooperate with the justice system and the State Administration, such as the General Directorate of Insurance and Pension Funds, the SEPBLAC (The Commission for the Prevention of Money Laundering), the Tax Agency, the State Security Forces and Corps, Courts and Tribunals, as applicable.
- **Other group companies or affiliated companies, in various circumstances:**
  - BSSG may need to share information about your insurance policy and claims ratio with our shareholder Zurich Insurance Company Ltd. in order to comply with the legal supervisory obligations set out in Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies.
  - With the insurance companies of other branches and/or pension plan managers in which Banco de Sabadell, S.A.<sup>4</sup> has a stake, with whom you have also taken out an insurance product or pension plan (if applicable), we will share your risk profile indicator so that they can determine your insurance premium and update it each year with greater precision and guarantees, based on their own legitimate interest and that of the rest of the insurance companies of other Banco de Sabadell, S.A.<sup>5</sup>

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3. See Footnote (1)

4. See Footnote (1)

5. See Footnote (1)

branches and pension plan managers, while complying with article 94 of Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and ensuring that the premium rates we charge are sufficient, according to reasonable actuarial assumptions, to guarantee the solvency of our entity and, in particular, to set up appropriate technical provisions.

- We may also share your risk profile indicator with the entities mentioned in the previous paragraph in order for them to assess the possibility of offering you additional conditions or benefits that increase your level of satisfaction at the appropriate time, provided that you have given us valid consent to do so or you have requested us to provide a service that requires it.

- **Entities in the insurance and reinsurance sector** for the formalisation of their insurance contract (reinsurance companies), when so required by the policy underwritten, in the terms and under the legal authorisation established in Law 20/2015 on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies.

Our DATA PROCESSORS (agents, brokers and service providers) will also have access to your personal data. Pursuant to our corporate governance policies, we only work with data processors that have previously provided sufficient guarantees of compliance with applicable data protection legislation. This ensures that under no circumstances will your personal data be processed from a country that does not offer a level of protection equivalent to the European level, either through contractual measures with the data processor, through the existence and verification of binding corporate rules or through other equivalent safeguards. We do not currently carry out international transfers of personal data outside the European Union.

#### **Exercise of rights**

You may exercise the following rights at any time:

- **Right of Access**, if you wish to request that we confirm whether or not we are processing your personal data and, if so, obtain a copy of said data and complete information about said processing.
- **Right of Rectification** if you wish to request error correction, amend inaccurate or incomplete data and guarantee the accuracy of the information that is the object of the processing.
- **Right of deletion** If you wish to request the erasure of your data, if the processing is illegal or the purpose that led to its processing or collection no longer applies.
- **Right to Object**, if you wish to object to the processing of your personal data for marketing purposes, including profiling for such purposes. In the case of processing operations based on a legitimate interest, data subjects also have the right to object to processing on grounds relating to a particular situation, provided that no compelling legitimate grounds for the processing prevail or in cases where the data is not necessary for the formulation, exercise or defence of claims.
- **Right to the Restriction of the Processing** if you wish to request the suspension of the processing if this is illegal or if the accuracy of the data has been challenged.
- **Right to Portability** if you wish to obtain a copy of your data in a structured format, commonly used and mechanically readable, for the purpose of its transfer to another insurance company.
- **The right to obtain guarantees in automated individual decision-making** which entails a request for human intervention, expressing your point of view and/or challenging decisions based solely on automated processing of your personal data, including the creation of profiles.

To exercise any of these rights, you may write to our Data Protection Unit, at the email address: [protecciondedatos@grupoasv.com](mailto:protecciondedatos@grupoasv.com). In order to process your application without undue delay, we recommend that you clearly indicate the identity of the given data subject (given name, surname(s) and national identity document number) and the right or rights that you wish to exercise. The exercise of these rights is free of charge, unless manifestly unfounded or excessive requests are made, in which case we are legally authorised to apply a reasonable fee to cover the cost of processing your application. In addition, and in relation to the right of opposition, we inform you that any citizen may use the advertising exclusion systems that exist at any given time to express their refusal or opposition to receiving commercial communications from any entity to which they have not given their express consent. For more information, please visit the following website [www.listarobinson.es](http://www.listarobinson.es).

In the event that you have any queries or concerns regarding the respect for your rights, you may get in contact at any time and request the mediation of the Data Protection Officers, whose contact information is stated at the start of this clause. More specifically, you can ask the Data Protection Officers for more information about the weighting of the legitimate interest on which we have based a specific processing and/or the impact assessment we have previously carried out, where such processing gives rise to reasonable doubts in this respect.

As a last resort, we inform you that you can go to the Spanish Data Protection Agency to request the protection of your rights or to file the claim you deem appropriate, through their website: [www.agpd.es](http://www.agpd.es) or at their registered office, located at c/ Jorge Juan, 6 - 28001 Madrid (Spain).

#### **ARTICLE 16: APPLICATION OF INTERNATIONAL PUBLIC ORDER**

Notwithstanding the terms of this agreement, the coverage insurer will not be deemed to make any payment or provide any service or benefit to any insured or third party while such coverage, payment, service or benefit and/or any other business or activity of the insured would contravene trade, trade embargo or economic sanctions laws or regulations affected by international public order.

In the event that the insurer exceeds the maximum time limit for the fulfilment of certain obligations when complying with the formalities stipulated in these regulations, no interest for late payment will be due.



## ARTICLE 17: ACTION IN THE EVENT OF A CLAIM

The occurrence of the claim must be reported to Meridiano as soon as possible.

At the **TELEPHONE HELP CENTRE** we will be there for you 24 hours a day and we will tell you what action to take in each case: free phone **900 293 466**.

Telephone calls from abroad may be requested by the reverse charge system, at no cost to the insured persons or their relatives, provided that the service can be provided in the country where the insured person is located.

Beforehand, you should check with your mobile operator for the prefix you will need to dial to make reverse charge calls from your destination country.

Seguros Meridiano will be pleased to help you with this service on **00 34 865 568 671**.

If instead of telephone you wish to use another form of contact, you can do so via: Email: **info@meridiano.grupoasv.com**

## FINAL PROVISIONS

### ARTICLE 18: COINSURANCE CLAUSE

The benefits guaranteed by this policy are covered in coinsurance, at the percentages indicated below, by the following entities:

MERIDIANO S.A. CIA. ESPAÑOLA DE SEGUROS	50%
BANSABADELL SEGUROS GENERALES	50%

This coinsurance is set out in a single policy issued by Meridiano, S.A. Cía. Española de Seguros (hereafter, Meridiano), and which will be signed by the policy holder and/or insured person and by all the co-insurers, therefore being valid in its entirety for all of them. In case of issuance of supplements or appendices, Meridiano will issue a single document that will also be signed by all the co-insurers, with the exception of premium adjustment and those cases that do not modify the economic conditions of the contract, which will be signed only by Meridiano on behalf of the entire cadre. Consequently, the policy holder/insured person will only sign the contractual documents that have been issued by Meridiano.

For the effectiveness of the premiums, Meridiano will issue and present for collection a single invoice for all shares. Its payment will have the effect of releasing the policy holder from liability to each of the co-insurers, without prejudice to any settlements between these co-insurers that may subsequently arise.

In their relationship with the policy holder and/or insured person, the co-insurers will always be represented by Meridiano, even when it is a question of declaring, processing or settling claims. Only the policy holder and/or insured person must contact Meridiano to inform it of contingencies that must be reported to their insurers and all communications from the latter to the policy holder and/or insured person will be made through the channel.

Likewise, in the event of a claim, the decisions that must be adopted for the common defence of the interests of the insured person and of the insurers and co-insurers, will be taken by prior agreement between the latter and Meridiano, except in the event that it is delegated to another co-insurance company due to special circumstances and also by mutual agreement.

Without prejudice to Meridiano's powers of decision as indicated in the previous paragraph, when the technical complexity and economic importance of the claim makes it advisable, Meridiano may consult the other co-insurer on the decision to be made.

Meridiano's representation does not extend to possible legal or arbitration proceedings that may be brought by the policy holder/insured person or the injured party as a result of this contract, and therefore all the co-insurers must be sued for their respective shares, without prejudice to the fact that the latter may subsequently entrust the insurer with the management of the proceedings. When the sole object of the litigation is to recover from one or more co-insurers the indemnity share due to them, which has already been paid by the others, the claim will be directed exclusively against the companies owing the benefit.

This contract may be terminated:

- By Meridiano on behalf of all co-insurers in all cases where the law and this contract grant the insurers the power of termination.
- By the policy holder in the cases provided for in the law and in this contract, only by contacting Meridiano.

The action for termination or non-extension of the contract is indivisible and may only be brought by the originator on behalf of all the co-insurers.

The policy holder may object to the extension of this contract by contacting Meridiano.

The policy holder and/or insured person and the co-insuring entities of this risk, agree to the content of this contract by means of signing it, it being understood that what is established in the previous clauses does not imply that the co-insurers are jointly and severally liable for the fulfilment of the obligations that they assume for this policy. The liability of each of them is separate and independent from that of the other co-insurers, which is determined in accordance with the percentages set out in the co-insurance schedule, and they may not be required under any circumstances to pay indemnities in excess of those resulting from the application of such percentages.

### ARTICLE 19: FINAL PROVISIONS

The policy holder declares that they have received from the insurer, on the date of the insurance application, all the information related with this contract, required by article 104 et seq. of Royal Decree 2486/98 and declares that they have been informed of the legislation applicable to the contract, as well as the different claims procedures that can be used in the event of litigation.

The policy holder declares that they have carefully read these general conditions and fully agrees with their contents, which they hereby acknowledge having received at these proceedings. In particular, they declare that they have carefully read the sections and articles relating to excluded risks and clauses limiting their rights, which are **highlighted in bold print**, and sign as a sign of express acceptance.

The insurance companies

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Sonia Latorre Aznar  
Meridiano S.A.



Bernardino Gómez Aritmendi  
Bansabadell Seguros Generales, S.A.  
de Seguros y Reaseguros



Death Protection is a product from the insurance companies Meridiano S.A. Compañía Española de Seguros and BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros as co-insurers, each participating 50% in the co-insurance, with Meridiano being the lead insurer.