

# General conditions of your life insurance

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Conditions model: CGINTRI01

Sabadell Insurance Life is a life insurance by BanSabadell Vida, Sociedad Anónima de Seguros y Reaseguros. Registered office: calle Isabel Colbrand, 22, 28050 Madrid. Registered in the Madrid Company Register Registered with the Directorate General of Insurance as an insurer with code C-557. Tax ID No. A-08371908.

Insurance brokered by BanSabadell Mediación, Operador de Banca-Seguros Vinculado del Grupo Banco Sabadell S.A. (BanSabadell Mediación) and marketed through the network of Banco de Sabadell S.A. with which it has signed a distribution network services contract. BanSabadell Mediación's registered office is at Avenida Óscar Esplá, 37, 03007 Alicante, Tax ID No. A-03424223, and it is registered in the Alicante Company Register and in the Directorate General of Insurance and Pension Funds Insurance and Reinsurance Distributors Administrative Register with code OV-0004.

## Preliminary clause

For the purposes of these general conditions the words below have the following meanings:

**Policyholder:** the person or legal entity that takes out the insurance and meets the obligations and duties arising from it. They are also required to declare any circumstances known to them which may influence the assessment of the risk.

**Insured:** the person who the insurance is taken out for and who is required to declare the circumstances that may influence the assessment of the risk by filling in the questionnaire given to them by the insurer for this purpose.

**Beneficiary or beneficiaries:** the individual(s) or legal entity(ies) designated in the particular conditions of the insurance to receive the insured benefit.

**Insurer:** BanSabadell Vida, S. A. de Seguros y Reaseguros, registered office at calle de Isabel Colbrand, 22, 28050 Madrid, Spain.

**Policy (insurance contract):** the document that contains the regulatory conditions of this life insurance policy. The general conditions, the particular conditions, any special conditions and the supplements issued to add to or amend the policy are an integral part of it.

**Premium:** the price of the insurance. The bill contains legally applicable surcharges and taxes.

**Directorate General of Insurance and Pension Funds:** a body under the Ministry of Economy, Trade and Business based in Madrid (Spain) which supervises the insurer's operations.

## 1. Basis and incontestability of the contract

### 1.1.

This insurance contract is governed by the Insurance Contract Act 50/80 of 8 October, the Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015 of 14 July, Royal Decree 1060/2015 of 20 November on the organisation, supervision and solvency of insurers and reinsurers, any supplementary regulations in force that amend them and by what is agreed in this insurance contract.

### 1.2.

This contract is based on the representations made by the policyholder and the insured in the questionnaires, whether medical or of any other type, given to them by the insurer.

### 1.3.

The policyholder and the insured are required before the conclusion of the contract to notify the insurer in the questionnaire it gives them of any circumstances known to them which may influence the assessment of the risk.

### 1.4.

If there are any omissions or inaccuracies in the representations of the policyholder and the insured which influence the estimation of the risk, the insurer may cancel the contract by sending a notification to the policyholder within one month of becoming aware of the omission or inaccuracy. If a loss occurs before the insurer sends this notification, the benefit will be reduced in proportion to the difference between the agreed premium and the one the insurer would have charged if it had known the real magnitude of the risk. If there is fraud or gross negligence by the policyholder, the insurer will not have to pay the benefit.

However, the insurer may not contest the contract after one year from the date of its entry into force unless the policyholder or the insured has acted fraudulently or the declaration of age regulated in Article 10(1) is inaccurate.

### 1.5.

This product has been designed for policyholders living in Spain in accordance with prevailing legal and tax requirements. If the policyholder or the insured (in the event that they are a person other than the policyholder) changes their residence to another country during the term of this

contract, the legislation of the country to which the policyholder or the insured moves to might affect the insurer's ability to maintain the contract in force under the conditions described here.

The policyholder and the insured are required to notify the insurer about any change of residence to another country. Likewise, the insurer is required to tell them about the consequences of their change of residence, which may even include termination of this contract depending on the applicable legislation resulting from the change of residence.

If the policyholder or the insured fails to notify the insurer of the change of residence, the insurer may be legally prevented, in whole or in part, from meeting its obligations under this contract in the terms established by the jurisdiction applicable to the change of residence.

If the policyholder or the insured tells the insurer about a change of residence to another country, the insurer may with their prior consent transfer their personal data to another entity in the group to see whether they can be offered a product matching their new circumstances and residence.

#### 1.6.

Notwithstanding the terms of this agreement, the insurer will not be required to give coverage, make payments or provide a service or benefit for any insured or third party if such coverage, payment, service or benefit and/or any other business or activity of the insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue if the insurer exceeds the maximum time allowed for compliance with particular obligations when completing the procedures provided for in such regulations.

#### 1.7.

**If the content of the contract differs from the agreed conditions of the insurance, the policyholder will have one month from when they receive it to ask the insurer to remedy the discrepancy. If they do not do so within this one month period, the provisions of the contract will prevail.**

#### 1.8.

The policyholder has the unilateral right to terminate or withdraw from the contract without stating their reasons and without penalty within thirty days (i) from the date on which the insurer gives them the policy or provisional cover document or (ii) if the contract has been concluded at a distance, from the date on which they receive the contractual documents of the insurance. The policyholder can exercise this unilateral right to terminate or withdraw from the insurance by writing to the insurer on a durable medium available and accessible to it and which allows the notification to be recorded.

The policyholder has to send this notification within the indicated period of time and it takes effect from the date it is sent. It may be posted to calle Isabel Colbrand, 22, 28050 Madrid, or emailed to [adminvidaypensiones@sabadellsegurosypensiones.com](mailto:adminvidaypensiones@sabadellsegurosypensiones.com). The insurer's cover of the risk will cease on that date and the policyholder will be entitled to a refund of the premium they have paid net of the part for the time the contract has been in force.

## 2. Subject-matter of the insurance

This life insurance protects the insured with covers and sums insured based on the customer segment to which they belong (Adults, Families or Over 50) and the required level of protection.

Each contract option, known commercially as Sabadell Insurance Zenit Life, Sabadell Insurance Zenit Plus Life and Sabadell Insurance Zenit Premium Life, has levels of cover and minimum sums insured which increase from one to the next.

However, when taking out the policy and at the end of the initial period of the insurance, the policyholder may always choose the covers and sums insured they wish to have in addition to the minimum covers and sums insured for each option set out in the insurer's underwriting

conditions.

This insurance consists of the following covers and those shown in the special conditions as long as they are included in the particular conditions of the insurance.

### 2.1. Main cover: death

If the insured dies, the insurer covers payment of the insured benefit to the beneficiaries designated for this purpose, **except in the cases specified in Article 4 “Risks excluded” of these general conditions.**

The amount of this benefit will be as agreed in the particular conditions of the insurance.

**This cover can only be taken out by insured people under 64 unless otherwise decided in the particular conditions. The maximum age for remaining insured is 75, at which time the policy will be cancelled.**

If the risk in this cover occurs, the contract will be terminated.

## 3. Contracting limitations

### 3.1. Maximum age for taking out the insurance

This policy can only be taken out by people under 64 unless otherwise decided in the particular conditions.

### 3.2. Contracting regulations and medical requirements

The insurer will ask for the medical tests specified in its selection regulations for the sum insured and age of each insured.

This contract covers payment of the sums of each of benefit provided that the medical tests the insurer asks for have been submitted to it and it has accepted them.

## 4. Risks excluded

The following cases are excluded for all the covers in this contract in addition to any specified in the special conditions of the policy:

- a) **Suicide: the consequences of the insured attempting or committing suicide within one year from the coming into force of the contract or of each renewal. This restriction also applies to any increases in the sum insured.**
- b) **The consequences of illnesses or accidents occurring before this insurance comes into force and known by the insured.**
- c) **The consequences of any mental or psychological disorders including, but not limited to, mood disorders, anxiety disorders, somatic symptom disorders, dissociative disorders, adaptive disorders, psychotic disorders, pathological personality disorders, eating disorders, behavioural disorders and neurocognitive disorders and their respective treatments and complications.**
- d) **The insurer will only provide the benefit for cancer if the disease is diagnosed after the end of the six-month waiting period from the effect date of the contract shown in the particular conditions of the insurance. This waiting period also applies to increases in the sum insured. Cancer means a malignant tumour or neoplasm presenting uncontrolled growth and development with invasion and destruction of normal tissue. The cancer must be diagnosed and confirmed as malignant by histological testing.**
- e) **Losses caused by:**
  - **Wilful intent, recklessness or serious negligence whether by the policyholder, insured or beneficiary.**

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- The insured's participation in criminal offences, betting, duels or fights (provided that in the latter case they have not acted in legitimate self-defence or in an attempt to save persons or property).
  - A slightly negligent action whether by the policyholder, insured or beneficiary. Slight negligence means failure to observe the duty of care required of any person in the performance of an activity.
- f) Losses incurred by the insured, whether due to accident or illness:
- In a state of mental disorder.
  - When the insured has:
    - A blood alcohol level higher than the one specified in each case by the Traffic, Motor Vehicles and Road Safety Act and its implementing regulations in the event of a road traffic accident.
    - A blood alcohol level equal to or higher than 1 g/l in any other circumstance.
  - Due to using drugs and/or narcotics not medically prescribed.  
Using drugs and/or narcotics not medically prescribed means the presence in urine and/or blood of any substance legally classified as a drug or narcotic not medically prescribed.
- g) Losses arising from engaging in any sport as a professional or in the form of contests, competitions or on the occasion of bets and challenges. Also excluded are losses arising from the following:
- Aerial activities or sports in general (flying aircraft, parachuting, balloon ascents, bungee jumping, hang-gliding, ultra-light aircraft, light aircraft, gliders and similar) done as an amateur,
  - Underwater diving, caving and canyoning.
  - Mountaineering at altitudes above 5,000 metres.
  - Skiing in areas which are not marked out for or are closed to skiing.
  - Climbing in all its forms and at any altitude.
  - Taking part in motor vehicle competitions (including practice sessions).
  - Hunting, whether big or small game.
- Doing the following sports as an amateur: martial arts, horse riding, rugby, polo, base jumping, boxing, bungee jumping, canyoning, wrestling, rafting, zorbing, etc. or any other activity considered hazardous.
- h) Damage or injury due to events derived from armed conflicts, whether or not there has been an official declaration of war, uprisings or revolutions, and any damage or injury caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance. Damage or injury caused by earthquake, volcanic eruption, flooding and other extraordinary seismic or weather events which are covered by the Insurance Compensation Consortium.
- i) The consequences of nuclear reaction or radiation or radioactive or chemical contamination.
- j) Losses arising from any infectious disease which is considered an epidemic by the competent official authority or, failing that, by the World Health Organisation. Notwithstanding the above, losses due to the death or permanent disability of the insured resulting from infection by Covid-19 or any other virus directly related to it will be covered as long as the virus is diagnosed after the end of the 45-day waiting period from the effect date of the contract shown in the individual certificate of insurance. This waiting period also applies to increases in the sum insured.
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## 5. Beneficiaries of the insurance

The beneficiaries of the benefit for the death cover in this insurance are the insured's testamentary heirs and failing that the insured's intestate heirs unless otherwise agreed in the particular conditions of the policy.

The special conditions of the policy apply to the other covers.

## 6. Premium payment

### 6.1.

This insurance is taken out at a single premium for the initial term of the insurance, with the option of dividing the premium as indicated in the application form and particular conditions of the insurance.

The policyholder agrees to pay the insurance premiums in the way specified in the particular conditions of the policy. The conditions, terms, division and restatement if any of this premium are set out in the application form and the particular conditions of the policy.

### 6.2.

The insurer takes into consideration when calculating the premium the following observable risk factors: age, occupation, activity, covers, sums insured and the insured's state of health.

The sum insured for each of the covers taken out is specified in the particular conditions of the contract.

The annual premium the policyholder has to pay in the annual renewable term period in the following years once the initial period of the insurance has ended will be shown in the particular conditions, maintaining the conditions of covers and sums insured set when the policy was taken out and which may vary as described in this section.

### 6.3.

The premium is for the agreed insurance period and payable in full by the policyholder. However, the parties may agree to divide the payment into the instalments set out in the particular conditions.

If the policyholder fails to pay the premium instalments other than the first one, they forfeit the right to divide payment and the insurer may require them to pay the premium remaining until the next due date.

Early maturity of premium instalments will also apply in the event of a claim and the insurer will deduct their amount from the covered benefit.

**The first premium (or any first instalment) will be payable once the contract has been concluded. If it has not been paid due to the fault of the policyholder, the insurer may terminate the contract or enforce payment of the premium due. If the premium has not been paid before a loss occurs, the insurer will be released from its obligations.**

### 6.4.

If the second or following premiums (or any of their instalments) are not paid, the contract will be suspended one month after the premium's due date. If the insurer does not claim payment within the six months following the premium's due date, the contract will be terminated.

### 6.5.

The premium remains the same for the entire initial period of the contract shown in the particular conditions of the insurance provided that it is paid in instalments, with the exception of legally applicable taxes which may vary from one bill to another.

Once this initial period has ended, the insurer may amend the cost of the covers in this insurance in the future. If the policyholder does not accept the new conditions of the insurance, they may cancel it and will be refunded for any premium which has been charged under the new conditions.

The changes referred to in the previous paragraph will be applicable to the particular conditions

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in effect when the policyholder is told about them.

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## 7. Term

### 7.1.

After the insurer has accepted the health declaration or the medical tests when it has asked for them, the particular conditions of the insurance will be issued and the coverage provided by the insurer will begin once the policyholder has paid the premium.

### 7.2.

The initial term of this insurance is the one stated in the particular conditions of the policy and its maximum term is the date on which the insured reaches the maximum age for the death cover as stipulated in the insurer's regulations. Once the initial term has ended, the contract will be renewed on an annual basis until the insurance expires because the insured has reached the maximum age for remaining insured shown in the covers taken out or when any of the risks covered by the insurance occurs as stipulated in the insurer's regulations.

### 7.3.

The policyholder may not cancel the policy when the contract is in its initial term, except in the case of unilateral termination during the thirty days after the contract was taken out or with at least one month's notice before the end of this period, thus preventing the annual renewal period from starting. When the contract is in the annual renewal period, the policyholder and the insurer may decide not to renew it by writing to the other party at least one month before the end of the policy period in progress in the case of the policyholder and at least two months in the case of the insurer.

The policyholder may tell the insurer about their decision by writing to calle de Isabel Colbrand, 22, 28050 Madrid, or by emailing [adminvidaypensiones@sabadellsegurosypensiones.com](mailto:adminvidaypensiones@sabadellsegurosypensiones.com). The insurer also has a helpline to provide the customer with all the information needed to perform this procedure: 900 101 941.

The insurer has to report any changes to the insurance contract to the policyholder at least two months before the end of the period in progress.

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## 8. Distribution of bonuses. Surrender and paid-up values

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This insurance does not envisage distribution of bonuses or surrender and paid-up values.

## 9. Benefit payment

If the risk shown in the particular conditions occurs, the policyholder, the insured or the beneficiary have to report the loss to the insurer within seven days of it coming to their knowledge.

### 9.1. Submitting documents

1) In case of death, the following documents have to be submitted:

- Official death certificate of the insured.
- Certificate from the doctor who attended the insured stating the cause, evolution and nature of the illness or accident leading to their death. Where applicable, statements from legal proceedings concerning the causes and circumstances of the death.
- Certificate from the Register of Wills and where applicable a copy of the policyholder's last will or a court order of declaration of intestate heirs.
- Document in proof of the beneficiary's status and their right to the benefit.
- Proof of payment or certificate of exemption from Inheritance and Gift Tax.
- Certificate as the accountholder.

2) If a loss comes under another cover in this policy according to the particular conditions, the documents specified for this purpose in the special conditions of that cover have to be submitted.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. "Notifications" of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary's distribution network.

The insurer reserves the right to ask for further information about the claim.

### 9.2. Payment of the benefit

The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

## 10. Waiting period and limitation of rights

### 10.1.

If the insured's date of birth is stated incorrectly, the insurer may contest the contract if their real age at the time they take out the insurance is outside the admissible limits it has set and the insurer will be released from its obligation to pay the benefit.

If the inaccurate declaration of age means the premium paid is lower than the one which should have been paid, the insurer's benefit will be reduced in proportion to the premium charged. By contrast, if the premium paid is higher than the one which should have been paid, the insurer will reimburse the part of the premium which has been overcharged without interest.

### 10.2.

If the policyholder, the insured or the beneficiary fail to give the insurer information about the circumstances and consequences of the loss with fraudulent intent or gross negligence, they forfeit the right to the benefit.

### 10.3.

The contract will be null and void and the right to the benefit will not be valid if the loss has already occurred at the time of the contract is concluded.

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## 11. Taxation of benefits

Payment of the benefit insured by this contract due to the death of the insured will be taxed by inheritance and gift tax under the conditions determined by the regulations for this tax.

The special conditions of the policy will apply to the other covers.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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## 12. Notifications

Notifications concerning the contract will preferably be sent to the policyholder through a digital channel such as email or via the marketer's website and app provided that the policyholder has these channels or can register for them.

If the policyholder does not have access to digital channels or at their request, notifications will be sent to the policyholder's address shown in the particular conditions of the policy.

Notwithstanding the above, any other notifications between the insurer and the policyholder and/or insured will be sent to the policyholder's address shown in the particular conditions of the policy.

Any notification the insurer sends to the policyholder and/or the insured at the address shown in the particular conditions of the policy will be considered to have been received with no other requirements. Any change in address will only be valid when the policyholder and/or the insured has told the insurer about it in writing at least ten days before the date of the notification sent by the insurer referred to in this paragraph.

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## 13. Period of limitation

**Actions under this contract become time barred after five years from the date on which they could have been taken.**

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## 14. Arrangements and procedures for disputes

Any complaints concerning the contract referred to in this document may be submitted directly to the insurer's Customer Care Service by writing to calle Acanto, 22, 28045 Madrid, or by emailing SAC\_BSVida@bancsabadell.com under the conditions set out in Order ECO 734/2004 of 11 March on financial institutions' customer care departments and services and customer ombudsmen.

The Customer Care Service will give its decision within at most two months from when you make your complaint. If it has not done so by the end of this period or you are not happy with its decision, you can ask the Directorate General of Insurance and Pension Funds Complaints Service to review your case under Order ECC/2502/2012 of 16 November by writing to Paseo de la Castellana, 44, 28046 Madrid, or online with an electronic signature at the Directorate General of Insurance and Pension Funds' electronic office (<https://dgsfp.mineco.gob.es/es/Consumidor/Reclamaciones/Paginas/InformacionProcedimiento.aspx>), including proof that you have previously submitted your complaint to the Customer Care Service. You may also take legal action.

This insurance contract is subject to the laws of Spain. The court with jurisdiction for hearing actions arising from this contract will be the one for the address of the insured, who must specify an address in Spain if they live abroad.

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## 15. Clause on compliance of the insurance policy with changes in applicable regulations

The insurer may change the characteristics and conditions of this insurance which may be affected by regulatory changes or by new decisions made by the authorities during its term.

## 16. Personal data protection

**Controller:** BanSabadell Vida, S. A. de Seguros y Reaseguros.

**Purpose of the processing:** calculating the premium, concluding the contract and performing the insurance policy as applicable.

**Lawful basis:** the legal basis for processing your personal data is the performance of the signed contract.

**Profiling:** profiling will be performed for actuarial purposes and target market analysis.

**Rights:** access, rectification, erasure, objection, restriction and portability.

You can view the **additional information** at

[www.sabadellsegurosypensiones.com/tratamientovida](http://www.sabadellsegurosypensiones.com/tratamientovida)

## 17. Clause on compensation by the Insurance Compensation Consortium for losses arising from extraordinary events occurring in Spain in personal injury insurance

Pursuant to the recast text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, the Policyholder of a contract of insurance of the type which is required to include a surcharge in favour of the abovementioned public business organisation is entitled to arrange cover of extraordinary risks with any Insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein will be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges for it and either of the following situations should arise:

- a. The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b. Even though it is covered by the insurance policy, the insurer is unable to meet its obligations because it has been legally declared to be insolvent or subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the abovementioned Legal Statute, the Insurance Contract Act 50/1980, of 8 October, the Extraordinary Risks Insurance Regulations enacted by Royal Decree 300/2004, of 20 February, and supplementary provisions.

Summary of legal regulations

### 17.1. Extraordinary events covered

- a. The following acts of nature: earthquakes and seaquakes, extraordinary flooding including when caused by battering by waves, volcanic eruptions; uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and falling space debris and meteorites.

- b. Any caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.
- c. Actions by the armed forces and law enforcement agencies in peacetime.
- d. Weather and seismic events, volcanic eruptions and falling space debris and meteorites will be demonstrated at the request of the Insurance Compensation Consortium by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other relevant public agencies in the field. In cases of political or social events and damage or injury caused by the actions of the armed forces and law enforcement agencies in peacetime, the Insurance Compensation Consortium may gather information about what happened from the courts and administrative bodies.

### 17.2. Risks excluded

- a. Any which do not qualify for compensation under the Insurance Contract Act.
- b. Any sustained by people insured by an insurance contract other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c. Any produced by armed conflict, even though there has been no prior official declaration of war.
- d. Any arising from nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May.
- e. Any caused by acts of nature other than those referred to in paragraph 17(1)(a) above, and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where they are clearly caused by the action of rainwater which in turn has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.
- f. Any caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983 of 15 July and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 17 (1)(b) above.
- g. Any caused by the bad faith of the insured.
- h. Any relating to losses that take place prior to the payment of the first premium or when under the Insurance Contract Act the Insurance Compensation Consortium's cover is suspended or the insurance is terminated due to failure to pay premiums.
- i. Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".

### 17.3. Extension of cover

- a. Cover of extraordinary risks will extend to the same people and sums insured as have been set in insurance policies for the coverage of ordinary risks.
- b. In the case of life insurance policies which generate a mathematical provision under the terms of the contract and in compliance with private insurance regulations, the cover of the Consortium will refer to the sum at risk for each insured person, that is to say the difference between the sum insured and the mathematical provision which the insurer underwriting the policy must have duly constituted. The amount corresponding to this mathematical provision will be paid by the aforementioned insurer.
- c. Reporting damage or injury to the Insurance Compensation Consortium
  - 1. The policyholder, the insured or the beneficiary of the policy, or anyone acting for and on behalf of them, or the insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage covered by the Insurance Compensation Consortium.
  - 2. The above people and organisations may report damage and injury and obtain

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information about the processing and status of claims:

- By calling the Insurance Compensation Consortium's helpline (900 222 665 or 952 367 042).
  - On the Insurance Compensation Consortium's website ([www.conorseguros.es](http://www.conorseguros.es)).
3. The Insurance Compensation Consortium will appraise damage which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.
- d. The Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

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**These general conditions consist of twelve pages. The undersigned policyholder represents that they are aware of and accept these general conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5, 6, 7, 9, 10, 13 and 15.**

# Special conditions of your life insurance policy

## Supplementary absolute permanent disability cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose in the event of the absolute permanent disability of the insured **except in the cases specified in Article 4 “Risks excluded” of the general conditions and of these special conditions.**

The amount of this benefit will be as agreed in the particular conditions of the insurance.

**Absolute and permanent disability is any irreversible physical or psychological condition of the insured as a result of accident or illness which means they are totally and permanently unable to perform any remunerated work as an employee or any self-employed professional activity as specified by Social Security regulations.**

If the risk in this cover occurs, the contract will be terminated.

### 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 “Maximum age for taking out the insurance” in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

### 3. Risks excluded

The cases excluded for this cover are the ones shown in Article 4 “Risks Excluded” in the general conditions.

### 4. Term

This cover will be insured for as long as the contract is in force and up to the maximum age for remaining in this cover, set at 67 years of age, at which time it will be automatically terminated.

### 5. Beneficiaries

The beneficiary of the absolute permanent disability cover is the insured.

### 6. Benefit payment

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

In case of absolute permanent disability, the documents listed below have to be submitted for payment of the benefit:

- Certificate from the doctor who attended the insured stating the origin, course and nature of the illness or accident causing the disability and its degree and prognosis. The insurer may compile additional reports or evidence at its own expense.
- Certificate from the competent official body declaring the absolute permanent disability of the insured.
- Document in proof of the beneficiary’s status and their right to the benefit.
- Certificate as the accountholder.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. “Notifications” of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary’s distribution network.

The insurer reserves the right to ask for further information about the claim.

The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

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In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

#### 7. Taxation of benefits

Payment of the insured benefit for the absolute permanent disability of the insured will be taxed under:

- Personal income tax, when the policyholder and beneficiary are the same person.
- Inheritance and gift tax, when the beneficiary is a person other than the policyholder.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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**These special conditions consist of two pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.**

# Special conditions of your life insurance policy

## Supplementary death due to accident cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose if the insured dies as a direct consequence of an accident taking place during the term of the insurance **provided that the death occurs no later than one year from the date of occurrence of the accident in question.**

**The cases specified in Article 4 "Risks excluded" of the general conditions and the risks excluded in these special conditions are not included in this cover.**

The amount of this benefit will be as agreed in the particular conditions of the insurance.

**Accident means any bodily injury resulting from a violent, sudden and external cause beyond the insured's control. Injuries due to the mistaken intake of toxic substances or the accidental inhalation of gases or vapours and unintentional drowning are also considered accidents.**

If the risk in this cover occurs, the contract will be terminated.

### 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 "Maximum age for taking out the insurance" in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

### 3. Risks excluded

The cases excluded for this cover are the ones shown in Article 4 "Risks Excluded" in the general conditions together with those listed below:

- a) Events which are not considered as an accident under Article 1 of these special conditions.
- b) The consequences of any accident taking place prior to the entry into force of this insurance policy.
- c) Accidents intentionally caused by the insured, suicide or attempted suicide and voluntary mutilation.
- d) Death as a direct or indirect consequence of angina pectoris, heart disease, heart attack or stroke.

### 4. Term

This cover will be insured for as long as the contract is in force and up to the maximum age for remaining in this cover, set at 67 years of age, at which time it will be automatically terminated.

### 5. Beneficiaries

Under the terms of Article 5 of the general conditions and insofar as not otherwise agreed in the particular conditions of the insurance, the beneficiaries of the death due to accident cover are the insured's testamentary heirs and failing that the insured's intestate heirs.

### 6. Benefit payment

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

In case of death due to accident, the documents listed below have to be submitted for payment of the benefit:

- Official death certificate of the insured.
- Certificate from the doctor who attended the insured stating the cause, evolution and nature of the accident leading to their death. Where applicable, statements from legal proceedings concerning the causes and circumstances of the death.
- Certificate from the Register of Wills and where applicable a copy of the insured's last will or a court order of declaration of intestate heirs.
- Document in proof of the beneficiary's status and their right to the benefit.
- Proof of payment or certificate of exemption from Inheritance and Gift Tax.
- Certificate as the accountholder.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. "Notifications" of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary's distribution network.

The insurer reserves the right to ask for further information about the claim.

The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

#### 7. Taxation of benefits

Payment of the insured benefit resulting from the insured's death due to accident will be taxed by inheritance and gift tax under the conditions determined by the regulations for this tax.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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These special conditions consist of two pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.

# Special conditions of your life insurance policy

## Supplementary absolute permanent disability due to accident cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose if the absolute permanent disability of the insured as a direct consequence of an accident taking place during the term of the insurance is demonstrated **provided that the absolute permanent disability is determined no later than one year from the date of occurrence of the accident in question.**

The cases specified in Article 4 “Risks excluded” of the general conditions are **excepted from this cover.**

The amount of this benefit will be as agreed in the particular conditions of the insurance.

**Absolute and permanent disability is any irreversible physical or psychological condition of the insured as a result of accident or illness which means they are totally and permanently unable to perform any remunerated work as an employee or any self-employed professional activity as specified by Social Security regulations.**

**Accident means any bodily injury resulting from a violent, sudden and external cause beyond the insured’s control. Injuries due to the mistaken intake of toxic substances or the accidental inhalation of gases or vapours and unintentional drowning are also considered accidents**

If the risk in this cover occurs, the contract will be terminated.

### 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 “Maximum age for taking out the insurance” in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

### 3. Risks excluded

The cases excluded for this cover are the ones shown in Article 4 “Risks Excluded” in the general conditions together with those listed below:

- a) Events which are not considered as an accident under Article 1 of these special conditions.
- b) The consequences of any accident taking place prior to the entry into force of this insurance policy.
- c) Accidents intentionally caused by the insured, suicide or attempted suicide and voluntary mutilation.
- d) Absolute permanent disability resulting directly or indirectly from angina pectoris, heart disease, heart attack or stroke.

### 4. Term

This cover will be insured for as long as the contract is in force and up to the maximum age for remaining in this cover, set at 67 years of age, at which time it will be automatically terminated.

### 5. Beneficiaries

The beneficiary of the absolute permanent disability cover is the insured.

## 6. Benefit payment

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

In case of absolute permanent disability due to accident, the documents listed below have to be submitted for payment of the benefit:

- Certificate from the doctor who attended the insured stating the origin, course and nature of the illness or accident causing the disability and its degree and prognosis. The insurer may compile additional reports or evidence at its own expense.
- Certificate from the competent official body declaring the absolute permanent disability of the insured.
- Document in proof of the beneficiary's status and their right to the benefit.
- Certificate as the accountholder.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. "Notifications" of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary's distribution network.

The insurer reserves the right to ask for further information about the claim.

The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

## 7. Taxation of benefits

Payment of the insured benefit for the absolute permanent disability due to accident of the insured will be taxed under:

- Personal income tax, when the policyholder and beneficiary are the same person.
- Inheritance and gift tax, when the beneficiary is a person other than the policyholder.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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These special conditions consist of three pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.

## Special conditions of your life insurance policy

### Supplementary advance payment for serious illness cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

#### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose as an advance of the sum insured for the main cover when the insured is diagnosed with any of the illnesses described in points a. and b. The words below have the following meanings:

**a. Cancer:** diagnosis of a malignant tumour presenting uncontrolled invasive growth and spread, confirmed by a histopathology report and classified as malignant cancer. This cancer includes malignant lymphoma and malignant bone marrow disorders, including leukaemia.

The following are excluded:

- Carcinoma *in situ* (CIS), tumour *in situ* (TIS), pre-invasive cancer, dysplasia, benign tumours, cysts and all premalignant conditions.
  - Basal cell and squamous cell carcinomas of the skin and cutaneous lymphomas, sarcomas and dermatofibrosarcoma protuberans confined to the skin (for all, skin is defined as one or more of the epidermal, dermal and subcutaneous tissue layers of the skin).
  - Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other body fluid in the absence of other definitive and clinically verifiable evidence.
- b. Final diagnosis of heart attack** with heart muscle death confirmed by a characteristic increase and/or decrease in a blood test of cardiac biomarkers (Troponin I, Troponin T or CK-MB) to the level considered as diagnosis of acute heart attack plus at least two of the following tests:
- Acute cardiac symptoms and signs consistent with heart attack:
  - New electrocardiogram changes characteristic of acute heart attack.
  - Imaging evidence of new loss of viable myocardium or regional wall motion abnormality.

The diagnosis must be confirmed by a cardiologist.

Exclusions:

- Other acute coronary syndromes.
- Myocardial injury.
- Angina pectoris without heart attack.

The insurer will only provide the benefit for these illnesses if they are diagnosed more than six months from the effect date of the contract shown in the particular conditions of the insurance policy for cancer and more than 90 days for the other illnesses included in this cover.

The amount of this benefit will be as agreed in the particular conditions of the insurance.

If the risk in this cover occurs, the supplementary advance cover for serious illnesses will be terminated and the benefits insured for the death, death due to accident, absolute permanent disability and absolute permanent disability due to accident covers will be reduced by the amount paid out under this cover, which will be subtracted from each of the above benefits.

## 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 “Maximum age for taking out the insurance” in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

## 3. Risks excluded

The cases specified in Article 4 “Risks excluded” of the general conditions and in this document are excepted for each of the illnesses included in this cover.

## 4. Beneficiaries

The beneficiary of this cover is the insured.

## 5. Payment of benefits

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

The documents listed below have to be submitted for payment of the benefit in the supplementary advance payment for serious illness cover:

- Certificate from the doctors who have attended the insured stating the known medical history and the cause, evolution and nature of the cancer or heart attack.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. “Notifications” of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary’s distribution network.

The insurer reserves the right to ask for further information about the claim.

The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

## 6. Taxation of benefits

Payment of the benefit insured by this contract when due to any of the cases included in the advance payment for serious illness cover will generate income classified as a capital gain in personal income tax and included in the savings taxable base.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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These special conditions consist of three pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.

# Special conditions of your life insurance policy

## Supplementary advance payment for serious illness plus cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose as an advance of the sum insured for the main cover when the insured is diagnosed with any of the illnesses described in points a., b., c., d. and e. The words below have the following meanings:

a. **Cancer:** diagnosis of a malignant tumour presenting uncontrolled invasive growth and spread, confirmed by a histopathology report and classified as malignant cancer. This cancer includes malignant lymphoma and malignant bone marrow disorders, including leukaemia.

The following are excluded:

- Carcinoma *in situ* (CIS), tumour *in situ* (TIS), pre-invasive cancer, dysplasia, benign tumours, cysts and all premalignant conditions.
- Basal cell and squamous cell carcinomas of the skin and cutaneous lymphomas, sarcomas and dermatofibrosarcoma protuberans confined to the skin (for all, skin is defined as one or more of the epidermal, dermal and subcutaneous tissue layers of the skin).
- Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other body fluid in the absence of other definitive and clinically verifiable evidence.

b. **Final diagnosis of heart attack** with heart muscle death confirmed by a characteristic increase and/or decrease in a blood test of cardiac biomarkers (Troponin I, Troponin T or CK-MB) to the level considered as diagnosis of acute heart attack plus at least two of the following tests:

- Acute cardiac symptoms and signs consistent with heart attack:
- New electrocardiogram changes characteristic of acute heart attack.
- Imaging evidence of new loss of viable myocardium or regional wall motion abnormality.

The diagnosis must be confirmed by a cardiologist.

Exclusions:

- Other acute coronary syndromes.
- Myocardial injury.
- Angina pectoris without heart attack.

c. **Stroke:** death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in:

- Sudden onset of new neurological symptoms consistent with stroke.
- New observable neurological deficits on clinical examination that persist continuously for at least 60 days after stroke diagnosis.
- New CT or MRI findings, if performed, consistent with the clinical diagnosis.

The diagnosis must be confirmed by a neurological specialist.

The following cases are excluded:

- Transient ischaemic attack (TIA).
  - Traumatic injury to brain tissue or blood vessels.
  - Secondary haemorrhage in a pre-existing brain injury.
  - An abnormality seen on brain or other scans without clearly related clinical symptoms or neurological signs.
  - Optic nerve or retinal tissue death/eye stroke.
- d. **Kidney failure:** chronic, end-stage renal disease (kidney failure) of both kidneys requiring permanent regular peritoneal dialysis or haemodialysis.

The diagnosis must be confirmed by a doctor specialising in nephrology.

- e. **Major organ transplant:** a transplant as a recipient from another human donor of:
- Bone marrow, or at least one lobe of the liver, or a complete heart, lung, kidney or pancreas.

The following are excluded:

- Transplant of any other organ, part of an organ, tissue or cell.

The insurer will only provide the benefit for these illnesses if they are diagnosed more than six months from the effect date of the contract shown in the particular conditions of the insurance policy for cancer and more than 90 days for the other illnesses included in this cover.

The amount of this benefit will be as agreed in the particular conditions of the insurance.

If the risk in this cover occurs, the supplementary advance cover for serious illnesses will be terminated and the benefits insured for the death, death due to accident, absolute permanent disability and absolute permanent disability due to accident covers will be reduced by the amount paid out under this cover, which will be subtracted from each of the above benefits.

## 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 "Maximum age for taking out the insurance" in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

## 3. Risks excluded

The cases specified in Article 4 "Risks excluded" of the general conditions and in this document are excepted for each of the illnesses included in this cover.

## 4. Beneficiaries

The beneficiary of this cover is the insured.

## 5. Payment of benefits

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

The documents listed below have to be submitted for payment of the benefit in the supplementary advance payment for serious illness plus cover:

- Certificate from the doctors who have attended the insured stating the known medical history and the cause, evolution and nature of the cancer, heart attack, stroke, kidney failure or major organ transplant.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. "Notifications" of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary's distribution network.

The insurer reserves the right to ask for further information about the claim.

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The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

#### 6. Taxation of benefits

Payment of the benefit insured by this contract when due to any of the cases included in the advance payment for serious illness plus cover will generate income classified as a capital gain in personal income tax and included in the savings taxable base.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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**These special conditions consist of three pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.**

# Special conditions of your life insurance policy

## Supplementary major disability cover

The following points add to the general conditions of the insurance and the particular conditions of the insurance if this cover has been taken out.

### 1. Subject-matter of this cover

The insurer pays the insured benefit to the beneficiaries designated for this purpose in the event of the major disability of the insured **except in the cases specified in Article 4 “Risks excluded” of the general conditions and of these special conditions.**

The amount of this benefit will be as agreed in the particular conditions of the insurance.

**Major disability means the situation of an insured with absolute permanent disability and who as a consequence of anatomical or functional impairment needs another person to carry out the most essential activities of daily living such as dressing, moving about, eating or similar.**

**Absolute and permanent disability is any irreversible physical or psychological condition of the insured as a result of accident or illness which means they are totally and permanently unable to perform any remunerated work as an employee or any self-employed professional activity as specified by Social Security regulations.**

If the risk in this cover occurs, the contract will be terminated.

### 2. Contracting limitations

The maximum age for taking out this cover is the one specified in Article 3.1 “Maximum age for taking out the insurance” in the general conditions. If it has been taken out earlier, it will be terminated when the insured reaches the age of 67.

### 3. Risks excluded

The cases excluded for this cover are the ones shown in Article 4 “Risks Excluded” in the general conditions.

### 4. Beneficiaries

The beneficiary of this cover is the insured.

### 5. Payment of benefits

As specified in Article 9 of the General Conditions, the following documentation has to be provided.

The documents listed below have to be submitted for payment of the benefit in the supplementary major disability cover:

- Certificate from the doctor who attended the insured stating the origin, course and nature of the illness or accident causing the major disability and its degree and prognosis. The insurer may compile additional reports or evidence at its own expense.
- Certificate from the competent official body declaring the major disability of the insured.
- Document in proof of the beneficiary’s status and their right to the benefit.
- Certificate as the accountholder.

All supporting documents must be submitted to the insurer duly authenticated as stipulated in Article 12. “Notifications” of these general conditions of the insurance in cases where this is necessary or via the insurance intermediary’s distribution network.

The insurer reserves the right to ask for further information about the claim.

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The insurer will pay the beneficiary the benefit within no more than three months from the occurrence of the loss and late payment interest may accrue after this period.

In no case will late payment interest be due when the insurer is not liable for failure to pay the benefit (for example, if the loss is not reported or the information the insurer needs is not sent) or when the delay is warranted (for example, if the causes of the loss have not been determined).

#### 6. Taxation of benefits

Payment of the benefit insured by this contract when due to any of the cases included in the major disability cover will be taxed under:

- Personal income tax, when the policyholder and beneficiary are the same person.
- Inheritance and gift tax, when the beneficiary is a person other than the policyholder.

The terms of this section will conform to any changes in tax regulations or decisions made by the tax authorities during the validity of the policy.

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These special conditions consist of two pages. The policyholder represents that they are aware of and accept these special conditions and especially the exclusions and the limitations on the rights of the insured, the policyholder or the beneficiary set out in clauses 1, 2, 3, 4, 5 and 6.