



Know your insurance

ARAG Home Basic PLUS

General Conditions

This Insurance Contract is governed by the terms agreed in these General Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.

Definitions of interest

Insurers

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

Policyholder

The natural or legal person who, together with the Insurer, signs this contract, with the obligations and rights in it.

Insured Party

The natural person of interest who, should the Policyholder defect, assumes the obligations derived from the contract.

For Payment Protection coverage, the following are insurable:

- **For Unemployment Coverage, natural persons who, at the time of contracting the policy, are aged between 18 and 67 and have been employed workers with a permanent employment contract for longer than 6 months.**
- **For Temporary Disability Coverage, natural persons who, at the time**

of contracting the policy, are aged between 18 and 67 and have been employed workers with a permanent employment contract for longer than 6 months or are self-employed workers, temporary workers or civil servants, and, in general, all those who, working with a salary on Spanish territory, have paid their Social Security, Mutual Benefit Society or similar institution quotas which Spanish legislation determines.

- **For Hospitalisation due to Accident coverage, natural persons who, at the time of contracting the policy, are aged between 18 and 75 and do not comply with the requirements to be insured by either of the two previous coverages.**

Home insurance

For the purposes of this policy, Home Insurance is understood to be the insurance taken out by the Insured Party in which they are obliged to pay a premium and in which the material property affected by the risk or risks is a dwelling whose address must be stated in the Particular Conditions of this contract.



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Beneficiary

The natural or legal person who receives compensation from the Insurer. In this policy, the Insured Party is considered the beneficiary.

Insured home

The home designated in the Particular Conditions.

Unemployed

A situation where those who, being able and willing to be paid to work, lose their job, and who has the right to an unemployment benefit, at their contributory level, granted by the Public Employment Service.

Temporary disability

A common or professional illness and accident, occurring at work or not, that may entitle the victim to a subsidy while receiving Social Security health care and being temporarily prevented from working.

Hospitalisation due to Accident

Hospital admission of the Insured Party as a patient in order to undergo medical or surgical treatment, because of an accident.

Domestic pets

For the purposes of this policy, only dogs and/or cats owned by the Insured Party that live with them at the address designated in this policy shall be considered domestic pets, and they will be covered only if the Insured Party has complied with applicable municipal, regional and state regulations.

Policy

The contractual document that contains the insurance regulatory conditions, formed by these General Conditions, by the Particular Conditions that specify the risk and by the supplements or appendices that are issued with the contract to complete or modify it.

Premium

The price of the insurance.

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1. Who is insured under this policy?

1.1 In Legal Defence coverage:

Family members who reside at the same address, including:

1. The Insured Party, natural person and resident in Spain.
2. Their spouse or stable partner.
3. Both of the Insured Party's parents.
4. Their children.

All the people covered by the insurance policy must reside permanently in the Insured Party's habitual residence that has been designated in the policy.

1.2 In the Payment Protection coverage:

Any of the people listed in the above section 1.1 who are obliged to pay the Home Insurance premium defined in these General Conditions are the Insured Party.

2. What is the purpose of the insurance?

By this Insurance Contract, **ARAG commits - within the limits established by Law and the contract itself - to**

provide the Insured Party with out-of-court assistance services and to bear the expenses that may incur as a consequence of its intervention in judicial, administrative or arbitral proceedings, derived from insurance coverage.

Within the limits established by the contract, ARAG will also bear any expenses incurred by the Insured Party as a result of their intervention in a mediation procedure, **provided that said procedure derives from a coverage included in the policy and falls within the application of Law 5/2012, of July 6, on mediation in civil and commercial matters.**

Likewise, ARAG commits **- in accordance with the limits and conditions established by Law and this contract** - to reimburse the Insured Party the amount that they would have paid for the renewal of their Home Insurance defined in these General Conditions, whose premium they would have been obliged to pay, and whose renewal occurs when they are unemployed, on leave for a temporary disability or hospitalisation due to an accident, in the circumstances described in this policy.

The premium corresponding to this insurance contract or those

corresponding to any other insurance commercialised by ARAG is not a part of this policy's coverage.

The provision of certain services or the payment of them, related to the coverage of the policy, may also be included as purpose of the insurance.

Coverages that may have been underwritten are listed in the following articles and those that are actually contracted will be indicated in the Particular Conditions of the policy

3. What does the insurance cover?

Regarding Legal Defence coverage:

ARAG will cover the Legal Defence of the family members who permanently reside at the address designated in this policy in the following areas:

- **HOUSING**
- **PERSONAL ISSUES**
- **VEHICLES, whether land, air or sea, for private use, which do not require compulsory liability insurance.**
- **DOMESTIC PETS, for the purposes**

of this policy, only dogs and/or cats owned by the Insured Party that live with them at the address designated in this policy shall be considered domestic pets, and they will be covered only if the Insured Party has complied with applicable municipal, regional and state regulations.

Regarding the Payment Protection coverage:

ARAG commits - **up to the limit indicated in the Particular Conditions of the policy** - to reimburse the Insured Party the amount that they would have paid for the renewal of their Home Insurance defined in these General Conditions, whose premium they would have been obliged to pay, and whose renewal occurs when they are unemployed, on leave for a temporary disability or hospitalisation due to an accident, in the circumstances described in this policy.

The insurance coverages are listed in the following articles and those that are actually underwritten will be indicated in the Particular Conditions of the policy

4.1. Telephone legal assistance

ARAG will provide the Insured Party



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with a lawyer, who can inform them by telephone, as a precaution prior to litigation, about their rights, which may, in general terms, assist them in their personal life and in how to best defend themselves.

This legal information service is provided through a telephone number, which will be provided to the Insured Party for this purpose.

4.2. Criminal defence

ARAG guarantees, **up to the limit indicated in the Particular Conditions of the policy**, the defence of the Insured Party in the legal processes stemming from events that they are presumably criminally responsible for, related to:

- the dwelling in which they reside and designated in the Particular Conditions of this contract,
- domestic pets, dogs and/or cats owned by the Insured Party that live with them at the address designated in this policy, provided the Insured Party has complied with applicable municipal, regional and state regulations.
- events that occurred as a pedestrian,
- the driving of land vehicles **for**

private use, provided that said vehicles do not require compulsory civil liability insurance

- navigation with vessels or aircraft, **provided that said vessels or aircraft do not require compulsory civil liability insurance,**
- travel as a passenger on any means of transport,
- the practice of sports in a non-professional manner, **provided that they were not related to motor vehicles**, expressly including hunting.

Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence, according to a final judicial sentence are not covered.

Assistance to the detainee and provision of bonds:

If the Insured Party is detained for any of the cases covered by this policy, ARAG will provide them with a lawyer who will assist and inform them of their rights.

ARAG will provide the bond, under the same conditions and up to the limit indicated in the Particular Conditions, that the criminal case requires from the

Insured Party to:

- obtain their provisional release.
- guarantee their presence at the trial.
- pay any court costs, **excluding compensation and fines.**

4.3. Supplementary defence of civil responsibility.

ARAG will cover, **up to the limit indicated in the Particular Conditions of the policy**, the defence of the Insured Party in the legal procedures stemming from events occurring within their personal life that may result in damages to third parties and of which the Insured Party may be held civilly responsible for recklessness, or negligence, **when:**

- **there is no Civil Liability Insurance;**
- **there is Civil Liability Insurance, but it is not valid because of unpaid or rejected premiums or Insurer insolvency, or because the amount of the claim is less than the excess established in said insurance.**

The above is valid provided that the civil liability does not stem from a breach of a specific contractual relationship between the Insured Party and the claimant.

This coverage includes the defence of the Insured Party against a Civil Liability claim made by the Insurer, when exercising their right of recourse of the compensation paid to the injured party or their heirs.

In cases where there is a legal obligation to ensure civil liability, such coverage will only be provided if the Insured Party proves that their mandatory insurance is in force.

This article 4.3. does not include defence of the Insured Party for any activity as a salaried employee, self-employed person or businessperson.

4.4. Claim for damages

ARAG will cover claims against an identifiable third party, both by amicable and judicial means, of any compensations owed to the Insured Party for damages and losses because of negligence or wrongdoing, within the scope of their private life and as listed below.

This insurance does not cover claims for damages resulting from a breach of a specific agreement between the Insured Party and the person responsible for them, without prejudice to the other contractual coverages in the policy.



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Neither does this policy include defence of the Insured Party for any incidents occurring during their activity as a salaried employee, self-employed person or businessperson.

4.4.1. Bodily injury

This includes, among others, claims for bodily injury or damage suffered by the Insured Party that occurred:

- as a pedestrian,
- as a driver of land vehicles **for private use, provided that said vehicles do not require compulsory civil liability insurance**
- as a skipper of a vessel or pilot of an aircraft, without a motor and of private use, **provided that said vessels or aircraft do not require compulsory civil liability insurance.**
- as a passenger of any means of transport,
- as a resident in their home,
- during the practice of sports in a non-professional manner, **that they were not related to motor vehicles**, expressly including hunting.

In the event of death of the Insured

Party, the claim may be brought forward by family, heirs or beneficiaries.

4.4.2. Physical assault.

Comprises claims for physical assaults suffered by the Insured Party and that are derived from any cause and especially those of a sexual nature, including sexual harassment or abuse, and also school 'bullying' **when there is physical injury from such bullying.**

The Insured Party's participation in fights initiated by them, or in quarrels in any case, are not covered.

4.4.3. Medical evaluation for victims of accidents:

In the cases provided for in the previous sections 4.4.1 and 4.4.2 - and **provided that more than thirty days are required from the recovery from injuries suffered** - ARAG will carry out the follow-up and evaluation report for the injuries and any possible ramifications that could occur, in defence of the Insured Party's legal interests.

4.4.4. Injuries sustained by domestic pets.

Comprising claims for injuries suffered by pets owned by the Insured Party, **provided that there is an identifiable third party.**

For the purposes of this coverage, only dogs and/or cats owned by the Insured Party that live with them at the address designated in this policy shall be considered domestic pets, and they will be covered only if the Insured Party has complied with applicable municipal, regional and state regulations.

4.4.5. Material damage to personal property.

Comprises claims to the third party responsible for damages caused to the personal property owned by the Insured Party.

For the purposes of this coverage, the following shall be considered personal property:

- decorative objects and furniture,
- appliances
- personal computer and its peripherals;
- personal and food items;

For the purposes of this coverage and without prejudice to that indicated in the previous section 4.4.4., animals of any kind will not be considered personal property.

In the event of a legal claim, a minimum litigation has been established, the amount of which is specified in the Particular Conditions of the Policy.

4.4.6 Damage to vehicles, vessels and aircraft.

Comprises claims to the third party responsible for damages caused to vehicles for private use that are the Insured Party's property, **provided that said vehicles do not require compulsory civil liability insurance.**

As an example, and **provided the conditions stipulated in the previous paragraph are satisfied**, by virtue of this coverage, claims against third parties responsible for causing damage to bicycles, electric bicycles, scooters, segway, electric chairs, etc., owned by the Insured Party are covered.

4.5. Defence of rights related to dwellings

ARAG will defend the Insured Party's rights, both amicably and legally, as the owner, usufructuary or tenant in claims regarding their urban dwelling located in Spanish territory and designated in this policy's Particular Conditions.

Voluntary acts or those with malevolent intent or gross negligence



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- according to a final judicial sentence
- carried out by the Insured Party, are not covered.

The coverage includes:

4.5.1. Claims for material damage

Caused by third parties, by recklessness or intentionally, to the dwelling outlined in this policy as well as to the personal property located in it and owned by the Insured Party, **provided that the damages are not a consequence of the breach of a specific contractual relationship between the Insured Party and the person responsible for them.**

In the event of a legal claim, a minimum litigation has been established, the amount of which is specified in the Particular Conditions of the Policy.

4.5.2. Claims for breach of contract.

For breach of the contracts for:

- Renovation works.
- Repair, conservation or maintenance of the dwelling and its facilities.

Provided that the payment of the expenses for such contracts correspond entirely to the Insured Party.

Contracts for the provision of utilities such as water, gas, electricity or telephone are not covered.

4.5.3. Claims for illegal occupation of the property.

ARAG will cover, **up to the limit indicated in the Particular Conditions of the policy**, expenses for the defence of the Insured Party's interests in recovering the possession of the dwelling designated in the Particular Conditions of the policy of which it is owner or usufructuary in the event it is illegally occupied.

Claims directed against those occupants who, having no title to justify possession of the property, did at some point have the consent of the Insured Party to occupy it will not be covered by this policy, nor those directed against others who at some point had a title that justified possession of the property but that was no longer in force.

4.5.4. Conflicts with neighbours:

Located at a distance not exceeding 100 metres, for:

- Issues of rights of way, lights, views, distances, boundaries and walls.

- For infraction of legal regulations related to fumes or gases, hygiene, persistent noises and annoying, harmful or dangerous activities.

4.5.5. Conflicts with the Owners' Association

ARAG will defend the Insured Party's interests before the Owners' Association of the property in which the Insured Party dwelling is located, **provided that they are up to date with the payment of the legally agreed fees.**

4.5.6. Conflicts arising from the rental agreement

ARAG will defend the Insured Party as a **tenant** in conflicts derived from the rental contract of the dwelling designated in this contract, **except in eviction trials for non-payment.**

4.5.7. 'Mobbing' or property harassment.

ARAG will defend against 'mobbing' or property harassment: unlawful acts carried out so that the Insured Party evicts the dwelling designated in the Particular Conditions of this contract.

4.5.8. Claim for breach of provision of utilities contracts.

ARAG will defend the Insured Party's interests provided that they are the

owner and final recipient of the following services:

- water,
- gas,
- gasoil,
- electricity,
- telephone: landline or mobile and ADSL,
- private television channels.

Conflicts arising from utilities contracts signed by the Insured Party as an employee, professional, freelance or businessperson or those related to motor vehicles are not included in this coverage.

In the event of a legal claim, a minimum litigation has been established, the amount of which is specified in the Particular Conditions of the Policy.

4.6. Defence against other insurance policies

ARAG will defend the Insured Party's interests when there is a breach of contract by a private Insurer and the Insurance Compensation Consortium, in order to defend the rights that generally derive from insurance policies in force



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during the period of validity of this contract, those that have been agreed or those which they are beneficiary to in their personal life and associated with their person, the designated dwelling and vehicles covered by this policy.

The covered contractual breach can occur as an express action by the Insurer, but also by the tacit omission of their obligation to repair the damage or compensate its value within a maximum period of three months from when the claim has been made. In the latter case, ARAG also covers claims by the Insured Party - upon documentary justification - of having declared a claim for damages within stipulated deadlines and in a reliable manner, and not received satisfactory results.

This coverage includes payment of the fees for contradictory expert opinions provided by said insurance policies, for the part that the Insured Party must bear.

4.7. Defence against claims by domestic service.

ARAG will defend the Insured Party against labour claims by their domestic service, **provided that the person or persons claiming are duly registered in the Social Security Regime, when this is mandatory for the Insured Party.**

4.8 Defence in administrative matters.

ARAG will defend the Insured Party's rights as an individual in public administration procedures and their interests against any sanctions imposed on them for alleged administrative infractions associated with:

- the dwelling designated in this contract,
- their domestic pets, dogs and/or cats owned by the Insured Party that live with them at the address designated in this policy, provided the Insured Party has complied with applicable municipal, regional and state regulations.
- events that occurred as a pedestrian,
- the ownership or driving of private use vehicles or navigation of private use vessels or piloting of aircraft, **provided that said vehicles do not require compulsory civil liability insurance.**
- travel as a passenger on any means of transport,
- the practice of sports in a non-professional manner, **provided that they were not related to motor vehicles**, expressly including hunting.

This coverage will always include the drafting and presentation of defence documents and appeals. **It will also include litigious administrative actions, when the amount of the sanction is over 600 euros.**

Payment of the final sanction will always be borne by the Insured Party.

4.9 Home insurance premium Payment Protection

ARAG commits - **up to the limit indicated in the Particular Conditions of the policy** - to reimburse the Insured Party the amount that they would have paid for the renewal of their Home Insurance defined in these General Conditions, whose premium they would have been obliged to pay, and whose renewal occurs when they are unemployed, on leave for a temporary disability or hospitalisation due to an accident, in the circumstances described in this policy.

A) Unemployment Benefit.

Employed workers who, at the time of becoming unemployed, are aged between 18 and 67 and have been employed workers with a permanent employment contract for longer than 6 months, will be covered against the risk of Unemployment

For the coverage to take effect, the Insured Party must have been made unemployed for one of the following reasons:

Termination of employment:

- a) Due to a Collective Redundancy or dismissal.
- b) Due to the death or disability of the individual employer, and provided that these causes directly determine the termination of the employment contract.
- c) Due to unfair or void dismissal.
- d) Due to the termination of the contract based on objective causes.
- e) Due to voluntary termination by the Insured Party, only in the cases provided for in articles 40 (geographical mobility), 41 (substantial modifications of working conditions) and 50 (termination due to non-compliance by the employer) of the Workers Statute (RDL 1/1995 of March 24).
- f) By virtue of a legal resolution adopted in a bankruptcy proceeding.

Termination of the employment relationship:



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By virtue of a Collective Redundancy or a legal resolution adopted in a bankruptcy proceeding.

A grace period of 60 days is established for the Unemployment benefit.

A grace period is a period of time in which a claim is not covered; the period occurs after the policy becomes valid in the case of an individual policy, or after the Insured Party is added to the policy in the case of a group policy.

In order to confirm that the initial grace period has elapsed when the claim is made, **Unemployment is understood to have occurred on the date on which the termination or suspension of the employment relationship occurred for the causes indicated in this policy, and as indicated by the State Public Employment Service.**

If the above circumstances have been complied with and the grace period has elapsed, ARAG will reimburse the Insured Party for the amount equivalent to the House Insurance premium that they are a Policyholder of, defined in these General Conditions, and whose renewal occurs while they are Unemployed, provided that this situation lasts for 90 consecutive days or more.

Unemployment coverage will end when the first of the following events occurs:

- The maximum figure indicated in the Particular Conditions corresponding to coverage for the Insured Party for renewed insurance premiums is reached
- 12 months have elapsed from the date that the Insured Party became Unemployed under the terms defined in this policy.

B) Temporary disability.

Insured Parties who, at the time of contracting the policy, are aged between 18 and 67 and have been employed workers with a permanent employment contract for longer than 6 months or are self-employed workers, temporary workers or civil servants, and, in general, all those who, working with a salary on Spanish territory, whether employed at a company or self-employed, and have paid their Social Security, Mutual Benefit Society or similar institution quotas which Spanish legislation determines, will be covered against the risk of Temporary Disability

To be entitled to the Temporary Disability benefit, the accident,

whether it occurred at work or not, or illness that is the reason for the disability, must have had occurred after the policy entered into force.

A grace period of 60 days is established for the Temporary Disability benefit. If the disability is the result of an accident, no grace period will apply.

A grace period is a period of time, starting directly after the insurance has come into force, in which a claim is not covered.

In order to confirm that the initial grace period has elapsed when the claim is made, Temporary Disability is understood to have occurred on the date on which the illness causing the Temporary Disability was diagnosed by the Public or Private Health System officials or an authorised medical practitioner and that is ratified by ARAG's medical services.

If the above circumstances have been complied with and the grace period has elapsed, ARAG will reimburse the Insured Party for the amount equivalent to the House Insurance premium that they are a Policyholder of, defined in these General Conditions, and whose renewal occurs while they are in a situation of Temporary Disability, provided that this situation lasts for 90

consecutive days or more.

Coverage for Temporary Disability will end when the first of the following events occurs:

- **The maximum figure indicated in the Particular Conditions corresponding to coverage for the Insured Party for renewed insurance premiums is reached**
- **12 months have elapsed from the date that the Insured Party entered into their Temporary Disability situation under the terms defined in this policy.**

C) Hospitalisation due to accident

Insured persons who, at the time of entering into said situation, do not comply with requirements necessary for coverage by either of the two benefits described in the previous sections or who have reached the age of 67, will be covered against the risk of Hospitalisation due to Accident.

In order to be covered for the risk of Hospitalisation due to an Accident, the accident must have occurred after the date of entry into force of the policy, and the Insured Party must have stayed in a hospital as a result of the accident for a period exceeding 15



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consecutive days. A grace period for this coverage has not been established.

Hospitals are understood to be legally authorised hospitals for the treatment of diseases or bodily injuries, which have the necessary resources to carry out diagnoses and surgical interventions and where at least one doctor is present 24 hours a day.

Outpatient clinics, health centres, hotels, spas, residences, nursing homes, private mental health centres, convalescent homes, institutions for psychological and/or psychiatric treatment, institutions dedicated especially to the treatment of chronic diseases or internments and/or centres to treat addictions such as drug or alcoholism dependence are not considered a hospital

If the above circumstances have been complied with, ARAG will reimburse the Insured Party for the amount equivalent to the Home Insurance premium for which it is a Policyholder and whose renewal occurs while being Hospitalised because of an accident, provided that this situation lasts for 15 consecutive days or more.

The hospitalisation coverage will end when the first of the following events occurs:

- The maximum figure indicated in the Particular Conditions of this contract corresponding to coverage for the Insured Party for renewed insurance premiums is reached.
- 12 months have elapsed from the date that the Insured Party was admitted into Hospital under the terms defined in this policy.

D) Incompatibility of benefits

The benefits of this insurance are alternative and exclusive and will be applied depending on the age and employment situation of the Insured Party at the time of the claim. Thus, as an example, the Insured Party does not have the right to receive Unemployment or Temporary Disability coverage if they receive or have the right to receive payments for Hospitalisation due Accident.

5. Specific exclusions from Payment Protection coverage

5.1. Unemployed

For the purposes of the Unemployment Coverage covered by this policy, any of the following situations are

not considered to be a situation of Unemployment and are consequently not insured:

- a) When the employment is voluntarily abandoned, and not for any of the causes established in articles 40, 41 and 50 of the Workers Statute (RDL 1/1995, of March 24)
- b) When the Insured Party has been dismissed and did not make a claim against the decision, except for when the contract is terminated because of a Collective Redundancy or dismissal or based on the objective causes provided for in article 52 of the Workers' Statute (RDL 1/1995 of March 24).
- c) When the labour contract is terminated because the employer retires.
- d) Discontinuous permanent workers, during the periods they are not employed.
- e) When the Insured Party does not make use of their right to return - after the dismissal has been declared inadmissible or void by a court sentence and the employer has been notified of this resolution and has given a return date - or

they do not put to use, where appropriate, any appropriate action provided for in current legislation.

- f) When the Insured Party has not requested to be reinstated in the case there is an option between compensation or being reinstated or when they were on leave of absence and the period set for their return expired.
- g) The termination of the employment contract is for early retirement and partial unemployment, or when severance pay consists of a temporary income payable at the time of dismissal until the date on which the worker enters retirement (pre-retirement).
- h) When the Insured Party's employment relationship prior to Unemployment was with a company owned by their family until the second degree of consanguinity or affinity, as well as in cases where the Insured Party or their relative until the second degree of consanguinity or the third degree of affinity was the director of the company; and also if the Insured Party were a partner with direct presence or



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representation in the Company's administrative bodies.

- i) When the Insured Party voluntarily accepts to be made redundant in a Collective Redundancy.
 - j) If, immediately before the date of contracting the policy, the Insured Party had not maintained an uninterrupted employment relationship with the same employer or businessperson for at least six months, through a permanent employment contract.
 - k) If the Insured Party rejects, within its geographical scope, an alternative job offered by the same or another employer that is in accordance with their training and previous experience.
 - l) If Unemployment occurs after the Insured Party has reached the legal retirement age for the activity they were carrying out, and they meet all the legal requirements necessary to access the retirement pension.
- Hospitalisation due to Accident coverages, no benefit will be paid for those accidents that result or are a consequence of the following situations:
- a) Illnesses, injuries and complications caused directly or indirectly by the Insured Party or derived from notoriously reckless acts that entail serious risks to health.
 - b) Pregnancy, childbirth or abortion, complications derived from these concepts and the periods of voluntary and obligatory rest that are available for maternity.
 - c) Those produced when the Insured Party is under the influence of alcohol, toxic drugs or narcotics; those that occur in a state of mental disturbance, sleepwalking or defiance, fight or quarrel, except a proven case of legitimate defence; as well as those derived from a criminal act carried out by the Insured Party, declared judicially, or their resistance to being arrested.
 - d) Any illness, disease, condition or injury which the Insured Party was diagnosed with and/or treated for by a doctor prior to contracting the

5.2. Temporary Disability and Hospitalisation due to Accident

For the purposes of this policy's Temporary Disability and

policy or being added to a group policy.

- e) Lumbar, cervical, dorsal, sacrum and sciatic nerve pain, as well as any other pathological process that has pain as its only manifestation, unless there is evidence objectified by complementary medical studies (radiology, scintigraphy, scanner, CT scans, etc.) that demonstrate the existence of alterations that justify the pain causing the Temporary Disability.
- f) Headaches, psychiatric and mental illnesses, including stress, anxiety, depression and similar conditions, even when said illnesses and conditions have been diagnosed and treated by a specialist doctor (psychiatrist).
- g) Surgical interventions and medical and/or dental treatments that are not essential for medical reasons and are requested by the Insured Party for psychological, personal and/or aesthetic reasons, as long as they are not due to the consequences of accidents occurring after the date the insurance was taken out.
- h) Illnesses or injuries derived from the professional practice of any

sport, participation in gambling or competitions, practising high-risk activities as an amateur or professional, accidents derived from driving vehicles without the corresponding permit issued by the competent authority and air accidents with the exception of commercial flights on authorised regular airlines.

5.3. Exclusions common to all benefits

The Insured Party is not entitled to Unemployment, Temporary Disability or Hospitalisation due to Accident coverages if the event occurs, derives from or is a direct or indirect consequence of:

- a) Armed conflicts even if they have not preceded an official declaration of war or those derived from acts of a political or social nature or acts of terrorism.
- b) Direct or indirect action of a nuclear reaction or radioactive contamination
- c) Earthquakes, volcanic eruptions, floods and other phenomena of a seismic or meteorological nature of an extraordinary nature and all those that derive from situations classified by the Government of

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the Nation as a 'catastrophe' or 'national calamity'.

- d) **There will be no right to coverages if the situations of Unemployment, Temporary Disability or Hospitalisation due to Accident occur: before the date the policy entered into force in case of individual policy; in the case of a collective policy, before the Insured Party was registered with that group or within established grace periods, if applicable.**

6. What is the scope of the insurance?

ARAG guarantees the following expenses:

1. Fees, commissions and legal costs derived from processing covered procedures.
2. Expenses derived from the covered mediation procedure.
3. Lawyer's fees and expenses.
4. Court representative fees and expenses, **when their intervention is mandatory.**
5. Notarial expenses and granting of

powers of attorneys for matters relating to lawsuits, such as acts, summons, and any other necessary acts in the interest of insured party.

6. Fees and expenses of any necessary experts.

7. Reimbursement of the amount that corresponds to payments of renewed Home Insurance premiums in the event that the Insured Party has had their income reduced as a consequence of suffering Unemployment, a Temporary Disability or has been Hospitalised due to an Accident, under the terms and conditions provided in this policy.

8. Any other benefit expressly guaranteed by this policy.

7. What are the limits of the insurance?

ARAG will assume the expenses outlined, within the established limits and up to the maximum amount for each claim, which are determined in these General Conditions.

In the event that a mediation procedure does not lead to an agreement between the parties and, because of this, the Insured Party must prepare for a court procedure, **the expenses of the**

professionals who have intervened in the mediation procedure will be deducted from the limit of expenses provided in the General and Particular Conditions of this insurance for the other covered procedures.

Events that have the same cause will be considered, for insurance purposes, a single incident.

The Insurer will be obliged to pay the claim, **except in the event that the incident was caused by the Insured Party's bad faith.**

For coverages that include payment of an amount in money, the Insurer is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, the Insurer shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, the Insurer has not made such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

8. What payments are not covered?

The policy does not cover:

1. **Compensations and their interests, as well as any fines or penalties that could be imposed on the Insured Party.**
2. **Taxes and other payments of a fiscal nature, arising from the presentation of public or private documents before Official Bodies.**
3. **Expenses arising from legal accumulation or counterclaims when they refer to matters other than those included in the covered guarantees.**
4. **Any payment other than those covered by the General and Particular Conditions of the policy.**

9. How is the insurance confirmed and what information regarding risk should be given?

The data provided by the Policyholder when they take out this insurance policy form the basis of this contract.



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If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Insurer rectify the error within one month, starting from the date the policy is signed. If this period elapses without a claim having been made, the provisions of the policy will be followed.

The Policyholder has the obligation to notify ARAG, before the formalisation of the contract and in accordance with the questionnaire provided, all the circumstances known to them that may influence the risk assessment. They will be exempt if the Insurer does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been

known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of two months, either offer a modification of the contract or terminate it within one month.

If there is a risk reduction, the Insured Party is entitled, from the following annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

10 When are the premiums paid?

The Policyholder is obliged to pay the premium as soon as the contract is finalised. Successive premiums must be paid on the date they mature. Unless otherwise agreed, payment of the premium will be made at the Policyholder's address.

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate the contract or demand payment. Non-payment of any other successive annuities will result in - after

one month has elapsed since maturity - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Policyholder pays the premium.**

The Insurer can claim payment for an outstanding premium within a period of six months, counting from the date of maturity. Once said period has elapsed without the claim being produced, the policy is cancelled from its maturity date.

11. What is understood by the term incident?

a) In the Legal Defence Coverages, an incident is understood to be any unforeseen event or occurrence that causes an injury to the interests of the Insured Party or modifies their legal situation, produced while the policy is in force.

b) For Protection of Payments coverages, an incident is understood to be when the Insured Party no longer generates income as a consequence of having been made Unemployed, suffered Temporary Disability or Hospitalisation due to Accident under the conditions described in this policy.

12. When will it be understood that an incident has occurred?

It depends on the case in question. Thus:

For criminal and administrative defence, an incident is understood to have occurred when the punishable act was carried out or is said to have been carried out.

For claims for non-contractual fault, at the time the damage has been caused.

In litigation on contractual matters, at the time the breach of the contract was, or intended to be, carried out.

For Protection of Payments coverages, an incident shall be deemed to have occurred when the Insured Party has been made Unemployed or suffered Temporary Disability or Hospitalisation due to Accident under the conditions described in this policy.

13. Minimum litigation

The following is a definition of the litigation minimum: the amount subject to litigation, below which the procedure is not covered.

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In this policy and for the cases of judicial claim for damages from articles 4.4.5. Material damage to personal property, 4.5.1. Claim for damage to the home and 4.5.8. Claim for breach of utilities contracts, in the absence of another express stipulation, a minimum litigation is established, the amount of which will be indicated in each case in the Particular Conditions of this contract.

14. Grace period

A grace period is a period during which, after the date the contract went into force, an incident is not covered if it occurs.

In this insurance and for the cases of Legal Defence in contractual matters, **there is a grace period of 90 days from the date the policy came into force.**

In the Protection of Payments coverages and for Unemployment and Temporary Disability benefits, **a grace period of 60 days is established.**

The grace period will not apply when the policy is issued to replace other ARAG insurances that would have covered the incident.

15. Exclusions

This insurance does not cover the following claims:

1. Any acts that derive, directly or indirectly, from events produced by nuclear energy, genetic disorders, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.
2. Litigation deriving or arising from strikes, lockouts, collective labour or employment regulations disputes.
3. Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence, according to a final judicial sentence.
4. Conflicts arising from any activity carried out by the Insured Party outside the scope of their personal life.
5. Claims that have their origin or are related to the renovation of the dwelling covered by this insurance or the project, construction and demolition of the property on which it is located.
6. Claims related to vehicles, vessels or aircraft of any kind, provided they

are owned or driven or piloted by the Insured Party, if they require compulsory civil liability insurance.

7. Disputes over intellectual or industrial property, corporate law and financial and banking matters, as well as administrative or judicial proceedings related to town planning, land consolidation and expropriation.

8. Claims that may be made between the Insured Parties covered by this policy, and an Insured Party's claim against the Insurer.

9. The events whose origins or initiations occurred before the date this insurance policy came into force and those that are declared two years after the termination date of the coverages underwritten.

16. When and how should a claim be made?

The Policyholder, or the Insured Party must inform the Insurer of the incident within a maximum period of seven days from when they become aware of it, unless a longer period has been established in the policy. If they do not, the Insurer may claim damages caused by the lack of communication.

This will not occur if it is proven that the Insurer had knowledge of the incident by other means.

The Policyholder or Insured Party must also provide the Insurer with any information regarding the circumstances and consequences of the incident they have. Should this not be complied with, the loss of the right to indemnification will only occur in the event intent or gross negligence can be proven.

17. Processing of the claim

17.1 Legal Defence Claims

17.1.1 How is a claim processed?

Once the claim has been accepted, ARAG will take steps to settle it within the Insured Party's claims and rights.

The decision to settle it amicably or extrajudicially will correspond exclusively to the Insurer.

If an amicable or extrajudicial settlement is not successful or acceptable to the Insured Party, the claim will be processed judicially - provided the interested party has thus requested it and that the claim is logical - in one of the following two ways:



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A) The Insured Party may, in accordance with the provisions of Article 17.1.3 of these General Conditions, exercise their right to choose the professionals who will represent and defend them in law, agreeing with them on how their professional assignment will be carried out and informing the Insurer of all this.

B) In the event that the Insured Party does not exercise their right to choose a professional and the procedure requires one, ARAG will appoint one, always in accordance with the Insured Party.

If the Insured Party decides to engage the mediation provided by Law 5/2012, of July 6, for mediation in civil and commercial matters as an alternative method for the resolution of the conflict, they must notify ARAG prior to requesting it.

ARAG will bear all the duly accredited expenses and fees for the provision of coverage, up to the quantitative limit established in the Particular Conditions, subject in any case to the guideline fee regulations established in article 17.1.4 of these General conditions.

17.1.2. What should be done if there is a disagreement on how an incident is processed?

When the Insurer considers that

there are no reasonable possibilities of success and that the initiation of a lawsuit or the processing of an appeal is not appropriate, they will inform the Insured Party of this decision.

In case of disagreement, the parties may agree to the arbitration provided for in Article 21 of these General Conditions.

The Insured Party is entitled, within the limits of the cover that they have taken out, to the reimbursement of any costs incurred in lawsuits and appeals carried out against the advice of the Insurer when on their own account they obtain a more favourable outcome.

17.1.3. What procedure is followed to choose a lawyer and a court representative?

The Insured Party shall have the right to freely choose the court representatives and lawyer that will represent and defend them in any kind of judicial, administrative or arbitral proceedings.

In the event that the lawyer or/or court representative the Insured Party has chosen does not reside in the judicial district where the proceedings are to

be held, the Insured Party will bear any travel costs and fees incurred by those chosen professionals.

The professionals chosen by the Insured Party will have the broadest freedom in deciding on strategy in the matters entrusted to them, and shall not be subject to the instructions of the Insurer, who is not liable for how those professionals carry out their work or for the outcome of the case or proceedings.

When the lawyer and/or court representative must intervene urgently before the claim is communicated, ARAG will also pay the fees and expenses incurred from those activities.

In the event of a possible conflict of interest between the parties, ARAG shall notify the Insured Party of such a circumstance, so that they may decide on the appointment of the lawyer or court representative they deem appropriate for the defence of their interests, in accordance with the freedom of choice acknowledged in this article.

17.1.4. Are there any limits to the payment of fees?

Without prejudice to the quantitative limit of the policy established in article 7 of these General Conditions, the

Insurer will pay the fees of the lawyer acting in defence of the Insured Party, subject to regulations established by the General Council of Spanish Lawyers, and should such regulations not exist, the matter will be governed according to the corresponding Law Societies. Regulation fee guidelines are considered the maximum limit the Insurer is obliged to pay.

Discrepancies regarding the interpretation of these regulations will be submitted to the competent commission of the corresponding Law Society.

In the event that the claim has been processed in accordance with the provisions of section A) of article 17.1.1 of these General Conditions, ARAG will reimburse the fees incurred by the lawyer that Insured Party has freely chosen, within the limit established in the Particular Conditions of this policy, and always subject to Law Society regulations referred to in the first paragraph of this article.

To reimburse these expenses, the Insured Party must accredit any payment they have made with corresponding invoices and receipts.

If, on the contrary, the Insured Party opts for section B) of article 17.1.1, ARAG



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will assume the fees incurred from the lawyer activities, paying them directly to the professional, with no charge to the Insured Party.

In the event that the Insured Party chooses to have more than one lawyer intervening in the incident, the Insurer will pay a maximum equivalent to the intervention of only one of them, ensuring the full defence of the Insured Party's interests, and always subject to the aforementioned regulations of fees.

Court representative fees, when their intervention is required, will be paid according to the tariff scale or professional pricelist.

17.2 Payment Protection Claims. Obligation and payment of coverages.

17.2.1. How are claims processed?

The Policyholder or Insured Party are obliged to notify the Insurer of the incident within a maximum period of seven days from becoming aware of it.

To request payment of coverages, the Insured Party must provide the Insurer with all the documents requested for each specific case for approval.

The documentation that ARAG may

request from the Insured Party in the event of a claim, among other items, include:

1. In case of Unemployed:

a) Photocopy of the National Identity Document.

b) Photocopy of the last permanent employment contract.

c) Work record report issued on the due date of each payment receipt or equivalent document of the amount that is requested.

d) The letter of communication from the company stating that their employment contract is being terminated.

e) Proof of State Public Employment Service (SEPE for its acronym in Spanish) payment on the due date of each payment receipt or equivalent document, for the refund amount requested.

f) In the case of an unfair dismissal:

a. Without mediation, conciliation and arbitration: Letter of communication from the company acknowledging the inappropriateness of the dismissal.

b. With mediation, conciliation and

arbitration: Copy of the conciliation document.

c. Before the judge: Copy of the legal case and the judicial resolution.

g) If it is a Collective Redundancy:

a. Copy of the official authorisation for the action.

b. Copy of the notification of dismissal from the company to the employee.

h) Any other equivalent document to substitute the above or one that is needed to verify the validity or scope of the above.

2. In case of Temporary Disability:

a) An official document for the sick leave issued by Social Security.

b) Renewal of the sick leave from the Social Security or a sick leave certificate from a Private Insurance on the date of payment of the Home Insurance premium for those requesting the refund.

c) Medical reports related to the origin and development of the Temporary Disability.

d) Updated work record.

e) Photocopy of the National Identity Document.

f) Photocopy of the last permanent contract. In the case of freelancers, a copy of their last self-employment payment.

3. In case of hospitalisation due to accident:

a) Photocopy of the National Identity Document.

b) An official document stating the Insured Party's admission into hospital.

c) Medical reports related to the origin and development of the accident suffered by the Insured Party.

d) An official document stating the Insured Party's discharge from hospital.

4. In all cases:

The receipt or equivalent document that justifies payment made by the Insured Party, which includes their request for a refund to ARAG in accordance with the provisions of this contract.

Payment of any coverage will only be made once ARAG has received from the Insured Party all required documentation and tests stating that they have been made Unemployed,



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suffered a Temporary Disability or Hospitalisation due to Accident as described in these General Conditions, and that they have paid the renewal of the Home Insurance, for which refund amount is being requested. In the event that such documentation is not delivered, ARAG will not be obliged to pay.

Once payment of the coverage has begun, ARAG may demand, at any time, irrefutable evidence or documents stating that the Insured party continues to be Unemployed or suffer a Temporary Disability or Hospitalisation due to Accident.

If a claim is rejected after payments have been made for it, ARAG may demand that the Insured Party pay back the sums unduly satisfied plus any corresponding legal interests.

17.2.2. Loss of the right to compensation

In the event of a breach of the obligation to cooperate due to negligence, the right to the benefit derived from this contract is maintained, only to the extent that the breach does not impact the verification of the claim or the volume of the benefit.

The Insurer will not be responsible for the damages caused by a delay in the obligation to cooperate.

In the event of an incident, the right to compensation will be lost in the following cases:

- a) If the necessary information has not been correctly and truthfully declared in the insurance application and the essential requirements of coverage are not met.
- b) If all the reasonably necessary information about the circumstances and consequences of the incident is not provided, through intent or gross negligence by the Policyholder or the Insured Party
- c) If the Policyholder or Insured Party has been found to try to harm or deceive the Insurer regarding the incident.

Should the Insured Party not use any available means to lessen the consequences of the incident, the Insurer may reduce the benefit proportionally according to the damages caused by the incident and the Insured Party's degree of fault.

18. Can the Insured Party accept transactions?

The Insured Party has the right to settle out of court, but if such a negotiation

results in obligations or payments to be borne by the Insurer, both will always act jointly prior to any agreements.

19. What is the territorial scope of the insurance?

The coverages underwritten will be applicable for events that occur within Spanish territory, subject to Spanish Law and Tribunals

Regarding the coverage of article 4.9, Home insurance premium Payment Protection, the Insured Party must have their habitual residence and their income must be made in Spain.

20. What is the duration of the insurance?

The insurance comes into force on the day and time indicated in the policy's Particular Conditions, provided the corresponding premium has been paid, and will end at the same time of day after the stipulated period ends.

Upon maturity, the insurance will be understood to automatically renew and extend for another period of one year and so on.

The parties can oppose the renewal of the insurance contract by notifying the other party in writing at least one month before the end of the current insurance period when the person who opposes the renewal is the Policyholder, and two months when it is the Insurer.

The insurer must notify the Policyholder of any modification to the insurance contract at least two months before the end of the current period.

21. How are conflicts between the parties resolved?

The Insured Party has the right to submit to arbitration any difference that may arise between them and the Insurer regarding this insurance contract.

Arbitrators cannot be assigned before a disputed issue arises.

If either of the parties decides to take action before the Courts, the judge must address the issue at the Insured Party's registered offices, the only competent location for legal requirements. In the event that the Insured Party resides abroad, he must designate an address in Spain.

22. Is there subrogation?

ARAG automatically subrogates and replaces the Insured Party in rights and actions that correspond to them to claim against third parties responsible for the incidents covered, to try to recover the amount of the payments made.

23. How are communications between the parties carried out?

Communications to ARAG will be carried out at the address of the Insurer.

Communications to the Policyholder or the Insured Party will be made at the address stated in the policy. The Policyholder must notify any change of address that occurs.

24. When do the actions derived from the insurance expire?

The actions derived from this insurance contract expire within a period of two years, starting from the moment in which they are carried out.

25. Complaints

ARAG S.E., Subsidiary in Spain, has assigned the Customer Service Department (c/Roger de Flor, 16, 08018- Barcelona, e-mail: dac@arag.es, website: www.arag.es) to address and resolve any complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.

In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 or 952 24 99 82, website: www.dgsfp.mineco.es

Online legal services

ARAG has made the following online legal services available to the Insured Party through its website: www.arag.es:

a) Practical guides

b) Interactive legal consultations

c) Legal documents and forms

The services corresponding to sections a) Practical guides and b) Legal consultations are free and are freely accessible.

Regarding the service in section c) Legal documents and forms, the first download will be free and, after that, the Insured Party is given a 50% discount on the price of the service indicated on the website.

To access these online legal services, the Insured Party must register on the ARAG website with their policy number, which the system will use to identify them as a client and so that they can access some services for free and others at the stated discount.

