

**Expatriate funeral
insurance**
General Conditions

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. -CASER-

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Listed in Madrid Trade Registry
General Tome 2245 - Folio 179 - Section 8 - Sheet M-39662, Entry A 435
Fiscal ID Number (CIF): A 28013050

Pursuant to that established in Article 3 of Law 50/80 of 8 October on Insurance Contracts, the limitative clauses on the rights of the insured parties from the general conditions of the policy are highlighted in bold.

This contract is subject to the Insurance Contracts Act 50/1980 of 8 October, and to Act 20/2015 of 14 July on the Classification, Supervision, and Solvency of Insurers and Underwriters and its implementation regulations.

The company's insurance activities are supervised by the Spanish Ministry for the Economy and Competition, through its Directorate-General of Insurance and Pension Funds.

INDEX

COVERAGE SUMMARY TABLE	4
GENERAL CONDITIONS.....	5
YOUR INSURANCE CONTRACT	5
WHAT LAWS GOVERN THIS CONTRACT?.....	5
GUARANTEES AND EXCLUSIONS	7
PRELIMINARY CLAUSE: PURPOSE OF THE INSURANCE.....	7
ARTICLE 1. DEFUNCTION AND/OR REPATRIATION	7
ARTICLE 2. TRANSFER ASSISTANCE	8
ARTICLE 3. LEGAL ORIENTATION BY PHONE.....	8
ARTICLE 4. PREMIUM CALCULATION.....	9
ARTICLE 5. IMPORTANT ASPECTS OF THIS INSURANCE TO BE AWARE OF	11
COVERED CONTINGENCIES.....	13
ARTICLE 6. DEFUNCTION AND/OR REPATRIATION	13
ARTICLE 7. TRANSFER ASSISTANCE.....	13
ARTICLE 8. LEGAL ORIENTATION BY PHONE.....	13
GENERAL RULES – CONTRACT BASES.....	14
INSURANCE APPLICATION PROCESS.....	14
FORMALISATION, ENTRY INTO VIGOUR, AND DURATION OF THE INSURANCE	14
OTHER OBLIGATIONS, DUTIES; AND RIGHTS OF THE POLICYHOLDER OR INSURED PARTY	14
OTHER OBLIGATIONS OF THE INSURER	14
BENEFICIARIES.....	14
LOSS OF RIGHTS AND ANNULMENT.....	15
PREMIUM PAYMENT	15
OTHER MEASURES	16
CONFLICT RESOLUTION BETWEEN THE PARTIES	16
STATUTE OF LIMITATION.....	16
ADDITIONAL AGREEMENT	16
INSURANCE OMBUDSMAN SERVICE	

COVERAGE SUMMARY TABLE

COVERAGE	LIMITATIONS
Article 1 – DEFUNCTION AND/OR REPATRIATION	
<ul style="list-style-type: none"> – Repatriation of the body to the country of origin. 	<p style="text-align: center;">Up to 100% of the sum insured. The repatriation of the insured party from anywhere in the world to the burial or cremation place is included in this coverage.</p>
<ul style="list-style-type: none"> – Contracted burial and cremation. 	
<ul style="list-style-type: none"> – Special mortuary services for the children of the insured woman, exclusively on Spanish territory if it were to occur during the pregnancy or before 30 days. 	
Article 2 – TRANSFER ASSISTANCE	The insured sum under this coverage is the excess of costs derived from the burial or cremation.
<ul style="list-style-type: none"> – ACCOMPANYING PARTY IN CASE OF INTERNATIONAL TRANSFER. Ticket for a return flight in tourist class or other ideal transport to accompany the body during the transfer. 	Value of the ticket
Article 3 – LEGAL ORIENTATION BY PHONE	On any type of administrative, civil, or penal procedure, provided neither as a definitive legal opinion nor as professional defence advice.

GENERAL CONDITIONS

YOUR INSURANCE CONTRACT

WHAT LAWS GOVERN THIS CONTRACT?

- Your contract is governed by current Spanish legislation, with the basic law being **Law 50/1980 on Insurance Contracts**. This law identifies the essential norms applicable to this type of contract, for instance CASER's and your own's rights and obligations.
- This contract is subject to the Insurance Contracts Act 50/1980 of 8 October, and to Act 20/2015 of 14 July on the Classification, Supervision, and Solvency of Insurers and Underwriters and its implementation regulations.

The company's insurance activities are supervised by the Spanish Ministry for the Economy and Competition, through its Directorate-General of Insurance and Pension Funds.

What documents form part of the contract?

- These **general conditions**, in which the extent of each protection is stipulated (what it covers and does not cover) as well as the regulation to which this contract is subject.
- **The particular conditions or, if applicable, the insurance contract**, which are unique to the contract, with the most important data being the identification of the policyholder and/or insured party, the purpose of the insurance (mortuary services, be it burial or cremation), the insured sum, the contracted and excluded coverage, and the effective period of the policy.
- Should it be necessary to include an additional clause modifying, clarifying, or detailing a circumstance described in the general or particular conditions, the contract may also contain **special conditions**.
- **The insurance application** that you signed, where all the information taken into account by CASER to accept the contract and determine the premium appears. The information indicated in these documents must coincide with that reflected in the particular and special conditions.

If you are the policyholder, having signed the application, the particular conditions or, if applicable, the insurance certificate, you accept the limitative clauses on the rights of the insured party highlighted in bold in these general conditions.

DEFINITIONS

In this contract, the following definitions apply.

- 1. INSURER:** CAJA DE SEGUROS REUNIDOS, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A. - CASER, which assumes the risk contractually agreed in this policy.
- 2. POLICYHOLDER:** The physical or legal person who, together with CAJA DE SEGUROS REUNIDOS, COMPAÑÍA DE SEGUROS Y REASEGUROS S.A. - CASER -, enters into this contract, represents the insured parties therein, and bears the obligations derived from it, unless they are obligations to be fulfilled by the insured party.
- 3. INSURED PARTIES:** Physical persons who are foreign residents in Spain, to which the insurance applies, and who are designated by name as such in the particular conditions of the policy and its supplements.
- 4. BENEFICIARY:** The physical or legal person entitled to receive the services guaranteed by this policy.
- 5. POLICY:** The document that contains the conditions of the insurance. The policy includes: the general conditions, the particular ones which single out the risk covered, and the supplements or annexes that complete or modify it.
- 6. PREMIUM:** The price of the insurance. The charge will also include legal surcharges and taxes.
- 7. NATURAL PREMIUM:** that which is satisfied in compensation for the risk assumed by the insurer and is determined on the basis of technical update calculations.
- 8. SET PREMIUM:** The premium that remains invariable during the effective period of the policy.

9. ADDRESS OF THE POLICYHOLDER AND THE INSURED PARTY: That shown on the policy, which will be used for all purposes.

10. COUNTRY OF ORIGIN OF THE POLICYHOLDER AND INSURED PARTY: That which appears on the policy, declared by the policyholder on the insurance application.

11. INSURED SUM: The maximum compensation to be paid by the insurer in case of claim. This amount will coincide with the value of the mortuary services.

12. COVERED CONTINGENCY: Event whose damaging economic circumstances are covered by the policy. All damage resulting from a single cause will be considered a single covered contingency.

13. MORTUARY SERVICES: All elements and services necessary to complete the funeral of the defunct insured party, listed as contracted in the particular conditions of this policy.

GUARANTEES AND EXCLUSIONS

PRELIMINARY CLAUSE: PURPOSE OF THE INSURANCE

The insurer will guarantee, within the limits established in the general conditions of the policy, and as long as this is indicated in the particular conditions, coverage of the following risks:

1. DEFUNCTION AND/OR REPATRIATION
2. TRANSFER ASSISTANCE
3. LEGAL ORIENTATION BY PHONE

ARTICLE 1. DEFUNCTION AND/OR REPATRIATION

1.1 WHAT IS COVERED BY the insurance?

The insurer guarantees to insured parties indicated in the particular conditions of this policy the mortuary services contracted upon the defunction of each one of them, in the cemetery or cremation site freely chosen by the family members of the deceased within Spanish territory.

Should the family of the deceased choose to hold the funeral in the country of origin, this policy will cover the services and costs derived from the mortuary services in Spain (**with the exception of burial or cremation**) contracted at the time of death of each one of them, as well as the transfer of the deceased to the place of burial or cremation in his or her country of origin.

The transfer of the insured party will be carried out as long as the competent authorities give the required authorisations, no force majeure renders it possible, and it is handled with the intervention of the mortuary services company that the insurer designates when the defunction is declared.

1.2 What are the guarantees of the MORTUARY SERVICES?

Mortuary services will be provided in keeping with the norms and customs of each site, and will consist of the elements described in the Particular Conditions of this policy.

The insurer will assume the management and costs of the preparation and effectuation of the transfer, whether this happens on the national or international level, whether at a cemetery or cremation site within Spanish territory, freely chosen by the family of the defunct insured party, or to the place of burial or cremation in the country of origin established in the policy.

The insurance also will include the provision of a special mortuary service exclusively on Spanish territory in case of the defunction of the children of the insured woman during pregnancy or 30 days after birth. From that age, the child will need to be insured to have the right to the corresponding mortuary services.

1.3 What happens if the insurer cannot provide the service, or the latter may not be provided due to force majeure?

In either of these circumstances, the Insurer commits to compensating costs incurred as a consequence of the service provided reimbursing, up to the limit established in the particular conditions of this policy, the amount paid. Compensation for these costs will be carried out by the insurer upon presentation of sufficient accreditation of payment for the services.

In the event that the service did not take place as a result of not being able to recover the body, the quantity indicated in the particular conditions will be paid to the beneficiaries of the defunct party, or the person that the policyholder or insured party had previously stipulated.

1.4 what is not covered by the insurance?

The insurance does not provide services or compensation as a result of death of the insured due to war, revolution, mutinies, epidemics, and those declared by the government to be of catastrophic nature.

ARTICLE 2. TRANSFER ASSISTANCE

2.1 What is covered by the insurance?

The insurer will assume the management and costs of the preparation and effectuation of the transfer, whether this happens on the national or international level, whether at a cemetery or cremation site within Spanish territory, freely chosen by the family of the defunct insured party, or to the place of burial or cremation in the country of origin established in the policy.

In case of international transfer of the deceased person, independently of whether his burial or cremation is in Spain or his country of origin, the beneficiaries of the defunct insured party will have the right to a return flight in tourist class or to travel in the ideal means from their place of residence to the place of defunction, to accompany the body in its transfer up to the place of burial or cremation and subsequently to return to his or her residence.

Family members or beneficiaries of the defunct insured party shall in no case whatsoever receive compensation for expenses incurred by themselves for the purpose of accompanying the defunct party without prior authorisation from the insurer.

Not using this particular protection does not entitle beneficiaries to any paid compensation.

2.2 What limits are there on the guarantee of transfer assistance?

This coverage concerns the excess of expenses that, as a result of a transfer, whether international or national, the insurer shall bear. Excess of expenses is to be understood as those costs inherent to the effectuation of a transfer service, such as embalming of the defunct party, transport casket with zinc cover, aerial freight, and all that which is necessary for the transfer of the deceased person to take place.

If the accompanying party must stay in the place of defunction for transactions related to the transfer of the dead, the insurer will reimburse room and board expenses **for an amount up to €90.15 per day with a total limit of €601.01.**

In case of repatriation of the body to the country of origin, **necessary expenses to proceed to the burial or cremation in the cemetery or cremation site in the country of origin are not included**, so that, if these costs exceed the insured sum established under the cover for Defunction and Repatriation, **the insurer will not be liable for any amount.**

In case the transfer of the dead takes place for his or her burial or cremation in Spain, the insurer guarantees the provision of a funeral service in accordance to the customs and traditions of the place in Spain where the event is to take place.

Family members or beneficiaries of the insured party shall not be eligible, in case of transfer, to compensation for expenses directly paid by themselves without prior authorisation of the insurer, except in cases of emergency.

Not using the protections under this coverage area does not give one the right to perceive any payment whatsoever.

2.3 WHAT IS NOT COVERED BY THE INSURANCE?

The following are excluded:

- 1. People not residing on Spanish territory.**
- 2. People residing on Spanish territory who remain more than 90 consecutive days abroad and whose death occurs abroad.**

ARTICLE 3. LEGAL ORIENTATION BY PHONE

3.1 WHAT IS LEGAL ORIENTATION BY PHONE?

The insured parties will enjoy the services of the insurer's telephone attention service, which will allow them to contact the lawyers of the insurer to receive legal orientation in relation to the following aspects of Spanish law:

Civil law

- Automobile: accidents (reports and claims), misdemeanours and offences, blood alcohol level issues, sanctions and appeals, permits, authorisations, cancellations, and motor vehicle inspection (ITV).
- Home: Buying and selling and mortgages, property records, evictions, imperfections and defects in construction, horizontal property, communities, and neighbour problems.
- Assets: Property, possession, usufruct, inheritances, successions and donations, rental, easement, and intellectual property.
- Persons: Separations, divorces and annulments, adoption, tutorship, legal custody and legal incapacity, marriage, paternity, kinship, nationality, residence, pensions, and inheritances.
- Contracts: Wedlock economic arrangements, buying and selling, rentals, loans, deposits, banking contracts, leasing.

Penal law

Misdemeanours, reports, quarrels, lesions, threats, injury, calumny, theft, robbery, fraud, undue appropriation, medical and clinical responsibility.

Labour law

Work contracts (pay, extensions, and terminations), redundancies, sanctions, regulatory reports, work accidents, work incapacity and disability, and social security.

Trade law

Anonymous and limited companies, guilds, assemblies, acts, trade registry, industrial property (patents and brands) trade contracts, bankruptcy and payment suspension, claims for executive, declarative, and mortgage trials, associations and cooperatives, consumer and user, rights, claims, publicity, and deliveries.

Administrative law

- Tax related: infractions, sanctions, inspections and appeals, taxes (VAT, income tax, corporate, transmission, succession) and capital gains.
- Environment: inspections and sanctions, contracts, transports and plants.
- Administrative: Assistance in fines, relations with public administrations, and town planning.

3.2 WHAT LIMITS ARE THERE ON LEGAL ORIENTATION BY PHONE?

This service is solely for legal orientation and will be carried out exclusively by duly qualified personnel. Under no circumstance shall orientation provided be considered a definitive legal opinion or professional defence advice on any type of administrative, civil, or penal procedure. The orientation will be based on the information provided by the insured parties to the lawyers of the insurer.

ARTICLE 4. PREMIUM CALCULATION

4.1 HOW IS THE PREMIUM CALCULATED?

The premium is calculated both at the time of first contracting the insurance and at the subsequent renewals.

The part of the premium corresponding to the transfer assistance and legal orientation coverage is calculated as a fixed amount without age, sex, and country of origin segmentation, and its evolution depends basically on the costs derived from the transfer, so it is foreseeable that it will have a similar evolution to that of the consumer price index.

The part of the premium corresponding to the defunction and/or repatriation coverage depends on age and the value of the guaranteed mortuary services on the country of origin.

The age of the insured party is the value determining the possibility of death. The older the insured party, the greater the risk of defunction, and consequently the premium.

The value of the mortuary services is the real cost of the provision of the service as described in the particular conditions of the insurance, at the time of the calculation of the premium in contracting the insurance and in the subsequent renovations.

For this coverage, two distinct calculation methods are used, depending on the age of the insured party at the time. 1. "Natural Premium" and 2. "Levelled Premium"

4.1.1. "Natural Premium" calculation

This is applicable to those insured parties whose age is 75 or under, at the time that the insurance coverage premium is calculated (upon first contracting and at subsequent renewals).

Depending on the age, a rate is assigned according to the following table (rates expressed in per thousandths), to be multiplied by the value of the mortuary services at the time of calculation of the premium (initial contracting and subsequent renewals).

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
0	2.006	19	1.753	38	2.863	57	10.081
1	2.006	20	1.774	39	2.998	58	10.976
2	2.006	21	1.798	40	3.146	59	11.966
3	2.006	22	1.824	41	3.310	60	13.065
4	2.006	23	1.852	42	3.491	61	14.275
5	2.006	24	1.884	43	3.691	62	15.618
6	2.006	25	1.918	44	3.912	63	17.105
7	2.006	26	1.952	45	4.155	64	18.752
8	2.006	27	1.998	46	4.424	65	20.576
9	2.006	28	2.044	47	4.721	66	22.597
10	2.006	29	2.095	48	5.049	67	24.836
11	2.006	30	2.151	49	5.411	68	27.317
12	2.006	31	2.213	50	5.811	69	30.067
13	2.006	32	2.281	51	6.253	70	33.114
14	2.006	33	2.356	52	6.742	71	36.491
15	2.006	34	2.439	53	7.283	72	40.234
16	1.700	35	2.530	54	7.880	73	44.382
17	1.716	36	2.630	55	8.541	74	48.981
18	1.733	37	2.741	56	9.272	75	54.078

This premium calculation method is known as "natural" as the rate increases according to the increasing death of defunction if the insured person is older.

4.1.2 "Levelled premium" calculation

This is applicable to insured party 76 years old and older in the subsequent renewals in which the insurance coverage premium is calculated.

For that age, a rate is used according to the following table (rate in per thousandths), that is multiplied by the value of the mortuary service at the time of the calculation of the premium (initial contracting and subsequent renewals).

AGE	RATE
76 and over	132.960

Calculated in this manner, the premium of the insurance will not vary in the subsequent renewals if the cost of the mortuary services does not vary.

The rates used in this method of “levelled premium” calculations are much higher than those used in the natural technique, both because they apply to elderly insured parties and because the real risk of the insured party is no longer taken into account each year so as to established an overall risk average corresponding to his or her life expectancy.

The evolution of the insured sum for the mortuary services corresponding to the defunction and/or repatriation coverage is derived as much from the costs of mortuary services suppliers as well as those of burial or cremation at the cemetery or cremation site in Spain and/or the costs of transferring the defunct insured party to their place of burial or cremation in the country of origin established in the policy.

This implies, for example, that even though the mortuary services provider increases its costs in a consumer price index year, it is possible that a town hall increase the cost of burial or cremation much above that of the consumer price index. In this case, the value of the mortuary service will be updated accordingly for that year, and the renewal increase for defunction and repatriation under this insurance will be greater.

Should the value of the mortuary service vary, at renewal, the variable premium part of the preceding year will be increased by adding the result of multiplying the rate in function of the age of the insured party at the time of renewal by the increase in the value of the service stipulated by the policy with respect to the preceding year.

This evolution of costs is always beyond the control of the insurer and it is for this reason that it is not possible to determine in the insurance and fixed rate of premium evolution for the various renewals.

The insurer, in any case, will propose to the policy holder at each renewal and at least two months in advance the updating of its premium in accordance to the real costs of the mortuary services described in the particular conditions.

4.2 What happens if the policyholder does not accept the updating of values of the mortuary services proposed by the insurer?

The policy will be renewed with no update to the value of the services and remain with a service that is insufficient to assume the real cost of the mortuary services described in the particular conditions of this insurance.

In this case, the insurer will assume the costs of the costs of the mortuary services rendered **up to the limit of the value of said service indicated in the policy**, and the non-covered amount shall be paid directly by the family to the service provider.

ARTICLE 5. IMPORTANT ASPECTS OF THIS INSURANCE TO BE AWARE OF

5.1 What happens if the costs of the mortuary services is smaller than the value guaranteed by the policy?

If the burial or cremation happens in Spain or if it happens in the country of origin established in the policy, the unused amount will be paid to the beneficiaries of the insurance.

The cost incurred in the transfer of the defunct insured party, if such a transfer takes place, will be taken into account in this calculation.

The cost incurred by the accompanying party for the international transfer of the defunct insured party, if this takes place, will not be taken into account in this calculation.

5.2 Should there be a leftover amount in the mortuary services provided, can this be applied to the costs of burial or cremation in the original country of the insured parties?

Under this policy the insurer guarantees neither the costs of burial or cremation in the country of origin, nor the management of this service. Therefore any unused amount shall be paid to the beneficiaries.

However, if it is possible for the insurer to meet, with the unused amount in the mortuary services, the costs of burial or cremation in the original country of the defunct insured party, it will do so as long as it receives the consent of all beneficiaries.

5.3 Is it possible, upon request of the family, to keep vigil over the insured party deceased in Spain and subsequently return the person to his or her country of origin?

The insurer, always within the limits of the value of the service established in the policy, will assume the costs of the provision of mortuary services in Spain independently of whether, afterward, the burial or cremation is carried out in the country of origin of the deceased.

The calculation of costs is made so that the family of the deceased do not have to disburse any amount for the provision of mortuary services in Spain in keeping with the circumstances of the place where it is carried out.

5.4 In case of burial or cremation in Spain, is it possible to increase for an additional fee the services described in the particular conditions?

If there is no transfer of the defunct insured party, the costs of the provision of the mortuary services in Spain must be inferior to the value of the service established in the policy.

When the of the mortuary services is inferior to the limit of the insured sum, the insurer will allow the beneficiaries of the defunct party, up to the aforementioned limit, any improvement or additional element that they wish to include in the mortuary services covered under this policy.

COVERED CONTINGENCIES

ARTICLE 6. DEFUNCTION AND/OR REPATRIATION

6.1 WHAT IS THE INSURED SUM?

This is the maximum to be paid by the insurer for each covered contingency, and in this insurance it coincides with the contracted amount for the mortuary services.

6.2 WHAT TO DO IN CASE OF COVERED CONTINGENCY?

In case of covered contingency, the family or beneficiaries of the deceased insured party will communicate to the insurer the circumstance through the permanent assistance line 902 158 198 created to that effect. This telephone number will be operative 24 hours, 365 days a year.

Once the communication has been made, the insurer will commence the necessary actions to provide the service guaranteed by the policy.

When an insured party is buried or cremated in a municipality other than that shown as his or her residence in the policy, mortuary services will be provided that are in keeping with the customs of the place where he or she is found, and for the amount contracted in the policy.

In case of burial or cremation in the country of origin, the provision of the mortuary service on the part of the insurer will finish with the arrival of the body to the municipality of his country of origin where the burial or cremation is to take place.

ARTICLE 7. TRANSFER ASSISTANCE

7.1 WHERE TO REQUEST THE SERVICES?

In case of transfer within peninsular Spain, the insurer must be informed, immediately upon its occurrence, of the death of the insured party.

In case of transfer in Spain from outside the peninsula (Ceuta, Melilla, Balearic Islands, Canary Islands) or from abroad and for the rest of guarantees, the family members or beneficiaries of the deceased insured party must call immediately the number 902 158 198 if their call is from within national territory or +34 91 268 45 37 if it is from abroad.

These phone numbers are attended permanently, 24 hours a day, 365 days a year. Telephone conferences from abroad will be requested collect, i.e. free of cost for the family of the insured party.

ARTICLE 8. LEGAL ORIENTATION BY PHONE

8.1 HOW TO PROCEED?

The insured party shall phone **902 158 198** if his or he call is from national territory or **+34 91 268 45 37**, if it is from abroad.

These phone numbers are attended permanently, 24 hours a day, 365 days a year. Telephone conferences from abroad will be requested collect, i.e. free of cost for the family of the insured party.

As concerns legal orientation by phone, the opening hours will be from Monday to Friday from 9 to 17 hours (except national holidays). Outside of these hours, the personnel from the insurer's help centre will gather the details of the enquiry and an answer will be given on the following day or on the next working day if the insured party has called during a holiday.

GENERAL RULES – CONTRACT BASES

INSURANCE APPLICATION PROCESS

The insurance application completed by the policyholder or insured party, as well as the proposal issued by the insurer, if they exist, together with these general conditions, constitute a whole that is the policy, the basis of the insurance.

If the content of the policy differs from the application or, if applicable, the insurance proposal, or the agreed clauses, the policyholder may request the entity, **within a month of the delivery of the insurance**, to rectify the existing inconsistency. If no request for rectification is issued within this period, the policy will be applicable as it stands.

FORMALISATION, ENTRY INTO VIGOUR, AND DURATION OF THE INSURANCE

The contract is formalised by the signing of the policy by the contracting parties. **Contracted coverage and its modifications or additions will not be effective before the first premium payment has been made, unless otherwise agreed in the particular conditions.**

The obligations of the insurer will begin from 24:00 hrs on the day that both requirements are fulfilled.

The insurance is established for renewable year periods, with the first annual expiration being the 31 December of the year of its contracting, regardless of its effective date. Consequently, for the first year, the proportional part of the annual premium corresponding to the insured period will be paid. Subsequent annual renewals will take place automatically on 1 January of each year, unless the policyholder cancels the renewal by notice in writing to the insurer sent at least two months before the conclusion of the current insurance period.

OTHER OBLIGATIONS, DUTIES; AND RIGHTS OF THE POLICYHOLDER OR INSURED PARTY

The policyholder and, if applicable, the insured party have the following obligations:

- a) To communicate to the insurer as quickly as possible, any change of address.
- b) Communicate as quickly as possible, any new insured parties to be included in the policy or the departure of insured parties from the policy during the effective period of this contract, with these changes becoming effective on the first day of the month following the notice by the policyholder or insured party. The premium will be likewise adjusted to the new situation.
- c) To facilitate the subrogation in favour of the insurer established by Article 43 of the Law on Insurance Contracts.

OTHER OBLIGATIONS OF THE INSURER

The insurer must deliver to the policyholder or insured party the policy or, if applicable the provisional coverage document required in accordance to Article 5 of the Law on Insurance Contracts.

BENEFICIARIES

What is a beneficiary?

For all intents and purposes and for the protections under this policy that involve the payment of compensation to the beneficiaries, the following persons will be considered beneficiaries in order of priority:

- The spouse, not legally separated, and the children of the defunct party, on an equal basis.
- In their absence, the parents of the defunct party.
- In their absence, the legal heirs of the defunct party.

LOSS OF RIGHTS AND ANNULMENT

When is the right to receive the guaranteed coverage lost?

a) This insured party shall not have the right to the guaranteed protections if the contingency occurs before the premium has been paid, unless an agreement to the contrary exists.

b) In case of inexactness of the birth date of the insured party in this policy, the insurer will only be able to nullify the contract if the true age of the insured party at the time of the policy's entry into vigour exceeded the admission limits established in the contract.

Otherwise, if as a consequence of an inexact declaration of age, the premium paid is inferior to that due, the coverage provided by the insurer will be reduced proportionally in accordance to the premium actually paid. If, on the contrary, the premium paid is superior to that which should have been paid to the insurer, the latter shall have to return the excess premiums, without interest.

PREMIUM PAYMENT

The policyholder or insured party, pursuant to Article 14 of the Law on Insurance Contracts, must pay the premium by way of automatic withdrawal unless it is agreed otherwise in the particular conditions of the policy. In any case, payment in instalments of the premium does not exempt the policyholder of the obligation of paying the annual premium.

The first premium will be payable according to Article 15 of the aforementioned Law once the contract is signed; if it has not been paid for reasons attributable to the policyholder or insured party, the insurer will be exempt of its obligations unless an agreement has been made to the the contrary.

In case of failure to pay the second and subsequent premiums, the coverage will be suspended a month after the payment due date, and if the insurer does not request payment during the following six months, the insurance will be annulled. If the contract is not terminated according to the aforementioned conditions, it will become newly effective 24 hours from the day that the policyholder or insured party pays the premium. In any case, the entity, when the contract is suspended, can only demand payment for the premium of the current period.

It will be possible to agree, in the particular conditions, for the payment of premium invoices by accounts opened in banks or savings banks. In this case, the following shall apply:

a) The policy holder or insured party will deliver to the insurer a letter directed to the banking establishment or savings bank, given the automatic withdrawal order.

b) The premium will be charged upon its due date unless within a month's grace period attempting the charge, there are no sufficient funds in the account of the policyholder or insured party. In this case, the insurer will notify that the invoice is with at the insurer's offices and the policyholder or insured party will have to pay the premium directly to the insurer.

c) If the insurer lets the grace period pass without presenting the receipt for the charge and upon doing so there are insufficient funds in the policyholder's or insured party's account, the insurer shall notify the policyholder or insured party by certified letter or any other secure method, giving him or her a new period of one month to satisfy the amount in the headquarters, branch, office, or agency of the insurer. This period will be counted from the date of the reception of the notice at the last address provided to the insurer.

OTHER MEASURES

CONFLICT RESOLUTION BETWEEN THE PARTIES

Where can the parties go to resolve their differences?

By mutual agreement, the parties may submit their differences to the arbitrator in accordance to legislation in vigour.

The competent judge for any procedure derived from the contract will be that of the residence of the insured party in Spain.

NOTICES

Notices and premium payments made by the policyholder or the insured party to an agent of the insurer will have the same effect as those made directly to the latter.

Communications of the insurer to the policyholder or insured party will be made at the residence of the latter as shown on the policy unless the insurer has been notified of a change of address.

The insurance contract and its modifications or additions shall be formalised in writing.

STATUTE OF LIMITATION

Procedures derived from this contract **will be null and void within five years** of the day in which they are initiated.

ADDITIONAL AGREEMENT

The policyholder or insured party declares that he knows the content of each one of the general conditions of this policy and especially the clauses limiting his or her rights contained herein, which have been highlighted in the text, and that he or she expressly accepts and enters into the agreement by signing the particular conditions of the policy.

INSURANCE OMBUDSMAN SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers its Insurance Ombudsman Service (Grievances and Complaints) at Avenida de Burgos, nº 109, 28050 Madrid, and at the following e-mail address: *defensa-asegurado@caser.es*.

2. This Service will deal with and resolve any grievances and complaints made, in accordance with current legislation and within a maximum period of one month from the date on which it is submitted, directly or through accredited representatives, by all individuals or legal entities, insurance users and participants or beneficiaries of employment pension plans and CASER members when they refer to their legally recognised interests and rights relating to their insurance and pension plan operations, whether they arise from the contracts themselves, from the regulations regarding transparency and protection of customers or from best practices and uses, particularly the principle of fairness.

The submission of the written grievance or complaint may be made, either in person or by an accredited representative, at any Company office open to the public or at Insurance Ombudsman Service's office, at Avenida de Burgos 109, 28050 - Madrid, by post or by computer, electronic or online means, provided that these allow them to be read, printed and stored, in which case, they must comply with the provisions of Law 59/2003, of 19 December, on Electronic Signatures.

3. If the complaints or grievances are refused, or their request has been totally or partially rejected, or the period of one month has elapsed from the date of their submission to the Insurance Ombudsman Service, without them having been resolved, the interested party may submit their complaint or grievance to the Complaints Service of the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, nº 44, 28046 Madrid), an institution that will act as a body for the alternative resolution of consumer disputes, in accordance with the First Additional Provision of Law 7/2017, of 2 November. The website address of the Directorate General of Insurance, www.dgsfp.mineco.es, has therefore been provided, and where the complainant can find out about the procedure, requirements and means of submitting a complaint or grievance. It may also be submitted to the competent courts and tribunals.

4. Our customers, users or injured parties will have access to a model claim form at all CASER offices open to the public, and on the website at www.caser.es, as well as the Insurance Ombudsman Service Regulations governing this Service's activity and operation, and the characteristics and requirements for the submission and resolution of grievances and complaints. Grievances or complaints may also be submitted from this website.

5. Decisions will take into account the obligations and rights established in the General, Individual and Special Conditions of the contracts, regulations governing the insurance activity and the regulations on the transparency and protection of financial service customers (Insurance Contract Law, the Law on the Organization, Supervision and Solvency of Insurance and Reinsurance Companies, and its implementing regulations, the consolidated text of the Law on the Regulation of Pension Plans and Funds, Pension Plans and Funds Regulations, Law on Measures to Reform the Financial System, Law on Alternative Dispute Resolution in Consumer Matters, Order ECC/2502/2012, which governs the procedure for submitting complaints with the Complaints Service of the Directorate General of Insurance and Pension Funds, among others, Order ECO 734/2004, of 11 March, on customer service at financial institutions, the consolidated text of the General Consumers and Users Ombudsman Law and other complementary laws).