

# Zurich Vida Complet

General Conditions



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# general conditions

(Form 1/3.04.02.50)

This Insurance Contract is governed by the provisions of the Insurance Contract Act 50/1980 dated 8th October (Official State Gazette dated 17 October), by the provisions of Royal Decree 6/2004, dated 29th October, which approved the rewritten text of the Private Insurance Management and Supervision Act, and by Royal Decree 297/2004, dated 20th February, which modified the Regulations which implement it, and also by that agreed in the General, Special and Particular Conditions of the said Contract, although clauses limiting the rights of the Insured which are not specially accepted by the same as a rider to the Particular Conditions shall not be valid. Mere transcriptions of, or references to, rules of law shall not require such acceptance.

The State which controls the activities of the Insurer is Spain, and the controlling authority is the General Insurance and Pensions Directorate.

## Some definitions that you should know:

**You.** The insurance policyholder, the natural or artificial person who has applied for insurance and signed the Contract with us.

You are subject to the obligations arising from the Contract except for those which due to their nature must be met by the Insured.

**Insured.** The natural person whose life is insured by the policy.

This will normally be you, even though as the Policyholder you may designate another person as the Insured when you take out this insurance.

**Beneficiary.** The natural or artificial person who holds the right to the compensation and who is designated by you.

**We or us.** Zurich Vida Compañía de Seguros y Reaseguros S.A. – Sociedad Unipersonal – holder of Tax Identification Number (N.I.F.) A08168213 whose corporate address is in Madrid at C/ Santa Leonor, 57, at the corner with C/ Julián Camarillo, 29, and recorded in the Madrid Business

Register, Volume 16,325, Book 0, Folio 189, Section 8, Page M126243, Registration 131, and which covers the contractually agreed risk.

**Policy.** The policy is the set of documents that contains the information and conditions which regulate the insurance. The following are integral parts of it: the General, Particular and Special Conditions and any supplements or riders which are issued, the insurance application, the health declarations and the medical tests.

**Premium.** The price of the insurance plus legally applicable taxes.

**Actuarial age.** The age which is used as the basis for calculating your insurance premium. It will be either your current age or, if more than six months have elapsed between your last birthday and the effective date of your policy, an extra year will be added to your current age.

## Article 1. The basis of your contract

### 1.1. The declarations

Before signing the Contract, you and the Insured, if you are different

people, must make a declaration to us of all the circumstances known to you which may affect the risk evaluation and which feature in the following documents which we shall give to you:

- a) The Insurance Application.
- b) The Insured's Health Declaration signed by the Insured.
- c) Any other written document in which we ask you to expand on information about the state of health, profession or sports activities of the Insured.

Nevertheless, you will be released from this duty if we do not give you the aforementioned documents or, even though we do, you are not asked about the circumstances which may affect the risk evaluation.

**If the content of the policy should differ from the Insurance Application or the Clauses that we have agreed, you may ask us to rectify the differences within a period of one month starting from the date on which the Policy is issued for formalisation. If you have not asked us to make any rectifications within this period, the provisions of the policy shall be acted upon.**

**Once you have received the Contract, you will be entitled to cancel it within**

the fortnight following reception. You must do this by writing to us within the stated period and it will take effect from the sending date when coverage of the risk shall cease. If you cancel the Contract we will reimburse the premium that you have paid as the Policyholder, minus the part of the risk premium already used.

If while your Contract is in force an eventuality should occur which changes the risk, you must tell us so that we can take note of it and, where appropriate, adjust the Policy, except when the eventuality which changes the risk involves a change in the state of health of the Insured.

### **1.2. The completion, coming into force and duration of the Contract**

The Policyholder and/or the Insured acknowledge that prior to the completion of the contract they have been given full information in writing about the covers, premiums, rights, obligations and calculation basis used to determine benefits.

The Insurance Contract and any modifications or subsequent additions to it must be formalised in writing. Every modification must be signed by both parties.

The covers taken out shall come into force on the date and at the time indicated in the Particular Conditions as long as you have paid the bill for the premium.

Otherwise our obligations shall begin 24 hours after the day on which the requirements set out in the preceding paragraphs have been met.

The duration of the Policy shall be as stated in the Particular Conditions.

### **1.3. False or inaccurate declarations. Incontestability**

In the event of falsehood or inaccuracy in the declarations made by you or the Insured which were the basis on which we accepted the risk, we may cancel the Contract by giving written notification to you as the Policyholder within a period of one month starting from when the reservation or inaccuracy becomes known. We shall be owed, save in the case of fraud or fault on our part, the premiums for the period current at the time when we make this statement. Finally, in the event that the claim event occurs before we send you the cancellation statement, the Beneficiary will, unless there has been fraud or gross fault on the part of the Policyholder, receive the covered benefit reduced only by the amount

of the difference between the premium you paid and that which you would have had to pay had we known the true magnitude of the risk at the time the Insurance was taken out.

Should the Insured's date of birth be incorrectly stated, we can only contest the contract if their real age at the time when the Policy comes into force is outside the established admissible limits.

If their age should not be outside the admissible limits but we have collected premiums that are lower than they should have been, when we pay the benefit we shall reduce its amount in proportion to the premiums collected. By contrast, if the premiums collected are greater than those which should have been paid, we shall return to you the part of the premium which has been over-charged without interest.

The Policy is incontestable, and we cannot contest what has been agreed in it once a period of one year has elapsed from its effective date, unless you, the Insured or the Beneficiaries have acted fraudulently or in bad faith.

## **Article 2.**

### **Purpose of the Insurance**

We shall cover those of the risks set out below which you have agreed to in the Particular Conditions of your Contract, taking into account the exclusions mentioned in Article 3 of the General Conditions.

#### **2.1.**

##### **Main Insurance**

It covers the death of the Insured and must be taken out.

#### **2.2.**

##### **Supplementary Insurance**

These options supplement the Main Insurance and may not be taken out separately from it. You may choose between the following:

- a) Permanent and absolute disability.
- b) Permanent and absolute disability due to accident.
- c) Permanent and absolute disability due to traffic accident.
- d) Death due to accident.
- e) Death due to traffic accident.
- f) Serious illness.



Supplementary Insurance b) may not be taken out independently of a) nor Supplementary Insurance c) without having taken out a) and b). Supplementary Insurance e) may not be taken out independently of d).

### **Article 3. Change in Insured Capital Sums**

The Initial Insured Capital Sum is stated in the Particular Conditions. You can choose how you want it to change in each insurance plan year from among the following options:

- a) No appreciation.
- b) Annual cumulative geometric appreciation by the percentage you choose up to a maximum of 4%.
- c) Annual cumulative appreciation linked to the increase in the Consumer Price Index (CPI). For this purpose the increase in the year-on-year CPI which is published by the National Statistics Institute every 1st November shall be used for annual renewals during the whole of the following calendar year.

d) Non-amortised capital calculated using the French amortization system at the start of each plan year using as a reference the loan interest rate stated by you in the Insurance Application – in the absence of one, the market consumer loan or mortgage interest rate – plus a differential that the Company deems sufficient to create an excess between the Insured Capital Sum and the non-amortised debt to which the insurance is linked.

**In the event that the non-amortised capital of the loan to which the Policy is linked should be greater than the Insured Capital Sum on the date of the death of the Insured, our payment obligation to the lender which granted the loan will be at most this Insured Capital Sum.**

### **Article 4. Excluded risks**

**In compliance with that stated in the General, Special and Particulars Conditions of your Contract, we shall pay the Guaranteed Capital Sum with the following limitations:**

**4.1.  
Suicide**

During the first year when the Contract is in force, the death of the Insured caused knowingly and voluntarily by themselves is not covered.

In the event that the Contract has once again come into force or there has been an increase in capital sums we shall apply the same rule.

**4.2.  
Scope of the Insurance**

Coverage under the Contract is world-wide unless special agreements have been arranged between you and us.

**4.3.  
Aviation**

This risk will be covered provided that the Insured flies as a mere passenger on regular commercial airlines, charter flights or in general in civil aircraft which have a duly authorised airworthiness certificate.

**4.4.  
Death of the Insured caused by the Beneficiary**

If the death of the Insured is caused voluntarily by their sole Beneficiary, we shall be released from our obligations to the said Beneficiary and

shall add the insured capital sum to your assets. If there are a number of Beneficiaries, those who do not take part in causing the death of the Insured shall retain their rights.

**4.5.  
Armed conflicts**

Risks derived from armed conflicts, regardless of whether or not they have been preceded by an official declaration of war, are not covered.

**4.6.  
Risks covered by the Insurance Compensation Consortium**

The risks covered by the Insurance Compensation Consortium are not covered by the Policy, or when this body does not accept the validity of the right of the Insured due to breach on our part of any of the rules laid down in the Regulations and Supplementary Provisions prevailing on the date of its occurrence. Also excluded are any differences between the damages produced and the sums given in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, proportional rules and other limitations.

## **Article 5.**

### **Payment of premiums**

#### **5.1.**

##### **Premium**

The premium for this Policy and all legally applicable taxes and surcharges shall be annual and must be paid in advance.

The premium for the first year is that stated in the Particular Conditions. The premium for successive years will be determined by the Guaranteed Capital Sum and the age of the Insured in each plan year.

If you wish you can pay the premium in half-yearly, quarterly or monthly instalments with a surcharge of 1, 2 or 3% respectively.

In the event of death or disability, the outstanding instalments of the premium shall not be collected nor deducted from the capital sum to be received.

#### **5.2.**

##### **Method and periods of payment for the premiums**

Unless otherwise agreed in the Particular Conditions, the premiums must be paid by direct debit through your current or savings account and you must give your bank a payment order

to that effect. The premiums shall be paid on the agreed dates.

Should there be insufficient funds in your bank account or the bill were returned to us for any other reason, we shall notify you in writing and you shall have to pay the bill in cash at our offices.

If we do not present the premium bill for payment within thirty days, and if when we present it later on you do not have sufficient funds, we shall notify you of this and we will give you another thirty days starting on the day on which you receive this notification to tell us how you want to pay the bill. The first premium must be paid once the Contract is signed. If non-payment of the premium is attributable to you, we shall be entitled to cancel the contract or take legal action to enforce payment. Likewise, if a claim event should occur before the premium has been paid, we shall be exempt from paying the benefit unless otherwise agreed.

If any of the premiums after the first one is not paid, we shall suspend the cover one month after the date on which it fell due.

If we do not claim payment within the following six months, the Contract shall be deemed to have been cancelled.

When the Contract is suspended we may only demand payment of the premium for the then current period.

Should the contract not have been terminated or cancelled in accordance with the aforementioned conditions, the cover shall once more come into force 24 hours after the day on which the premium is paid.

## **Article 6. General rules**

### **6.1. Reinstatement**

Should the Contract have been suspended or cancelled, you are entitled to reinstate it, moving the effective date and due date by the time the premiums were unpaid and passing the medical tests we ask you to take.

### **6.2. Change of Beneficiary. Assignment or pledge of the policy**

Unless you have made an irrevocable designation of Beneficiary, while the contract is in force you may alter your previously stated designation and our approval shall not be required.

The designation of Beneficiary or the revocation may be stated in the Partic-

ular Conditions or in a subsequent written declaration addressed to us or alternatively in your will.

Likewise you may assign or pledge the Policy provided that you have not made an irrevocable designation of Beneficiary.

You must inform us of the assignment or pledge of the policy in writing and this will entail the revocation of the Beneficiary.

### **6.3. Mistake in the declared age**

Should the Insured's date of birth be incorrectly stated, we can only contest the contract if their real age at the time when the Contract comes into force is outside the established admissible limits.

If their age should not be outside the admissible limits but we have collected premiums that are lower than they should have been, we shall reduce the benefit payment in proportion to the premium collected.

By contrast, if the premiums collected are greater than those which should have been paid, we shall return to you the part of the premium which has been overcharged without interest.

#### **6.4.**

#### **Loss or destruction of the Policy**

If the Policy should be lost, stolen or destroyed, you must notify us via a written communication in which you state what has happened, provide proof of having notified any holders of right derived from the Contract, undertake to return the original Contract to us should it appear, and agree to compensate us for any damages caused to us as a result of a claim from a third party.

In compliance with prevailing legal provisions, we are obliged to give you a copy of the Policy which will have the same effect as that of the original which it replaces.

#### **6.5.**

#### **Communications between you and us**

As the Policyholder you can ask us at any time for any information you need about your Insurance.

Any communications you send to the Insurance Agent who acts as a broker or has brokered the Contract shall have the same effects as if you had sent them directly to us.

The communications sent to us in your name by an Insurance Broker shall have the same effects as if they had been sent by you unless otherwise specified.

We shall send our communications to you at the most recent address stated in the Policy. You must inform us of any change of address.

#### **6.6.**

#### **Prescription**

**Actions derived from this Contract prescribe after 5 years, this period being calculated from the day on which they were taken.**

#### **6.7.**

#### **Jurisdiction**

Should either of the contracting parties decide to take legal action, they must file with the judge in the place of residence of the Insured provided that the latter lives in Spain. This judge shall be the only competent judge for hearing actions derived from this Insurance Contract.

**In all other cases the judge for our address shall be competent.**

#### **6.8.**

#### **Other obligations we have**

In addition to paying the benefit when this is required, we also have to give you the Contract or, where appropriate, the provisional cover document.

## Article 7.

### Payment of the covered benefit

#### 7.1.

##### Notification of a claim event

When the event that is the object of the cover takes place, you the Policyholder or, where appropriate, the Beneficiaries must notify us within a maximum of 7 days from when you become aware of the claim event, in compliance with the provisions of Article 16 of the Insurance Contract Act, and provide us with full information about the circumstances in which it took place.

We will pay the benefit to the Beneficiaries that you have designated.

In the event that you as the Policyholder have not designated a Beneficiary in the case of death nor specified the rules for making this designation, the covered benefit shall be paid by exclusionary order of preference to:

1. Your spouse, and if you do not have one,
2. your children, and if you do not have any,
3. your parents, and if you do not have any,
4. your legal heirs.

#### 7.2.

##### Documents that must be submitted

The Beneficiary will have to give due proof of identity and of their right or status of Beneficiary.

In addition they will have to give us the following documents.

1. Death certificate for the Insured.
2. Certificate from the doctor who attended the Insured, stating the cause, evolution and nature of the illness or accident which caused the death of the Insured or, where appropriate, statements from judicial inquiries or documents which certify death by accident.
3. Certificate from the Register of Wills, a copy of the last Will or Notarial Declaration of Heirs Certificate or Court Record of Declaration of Heirs, as appropriate.
4. Complete or partial self-assessment payment of Inheritance Tax or partial administrative payment.
5. Photocopy of the Policy and the most recent paid bill. If necessary, these documents will have to be duly authenticated.

### 7.3.

#### **Payment of the benefit**

Once the documents have been received, we shall pay or assign the covered benefit to the designated beneficiaries within 5 working days.

If for any reason it has not been possible to determine the exact amount of the benefit and its payment, we are obliged to pay or assign the minimum sum which is held to meet the commitments entered into in the Contract within forty days of the occurrence of the claim event.

### 7.4.

#### **What you need to know in the event that we delay payment**

In the event that due to an unjustified cause or one entirely attributable to us, we have not paid the Guaranteed Capital Sum in its entirety within three months of the occurrence of the claim event, we shall be in default and shall be obliged to pay for each elapsed day an additional sum equivalent to the legal interest rate prevailing at that time increased by 50%.

Notwithstanding the above, once two years have elapsed since the occurrence of the claim event, the applicable rate of interest may not be less than 20% per year.

## **Article 8.**

### **Taxes and surcharges**

Where appropriate, legally applicable taxes and surcharges that have to be paid as a result of this Insurance shall be paid by you as the Policyholder, by the Insured or by the Beneficiary of the Contract.

## **Article 9.**

### **Taxation**

The payment of benefits that may be derived from the Contract, and any withholdings that have to be made from the same, shall be subject to Personal Income Tax or Corporation Tax depending on the nature of the person of the Beneficiary, provided that it is not subject to Inheritance and Gift Tax pursuant to the provisions of the legislation regulating these taxes and their supplementary regulations, without prejudice to that established in this respect by specific regional laws.

## **Article 10.**

### **Dispute resolution**

Should either or both of the contracting parties decide to take legal action, they must file with the judge in the place of residence of the Insured, who shall be the only competent judge for hearing actions derived from this Insurance Contract. In the event that this place of residence should be outside Spain, the Insured shall have to designate one in Spain.

Without prejudice to the capacity of the parties to take legal action in the courts of the place of residence of the Policyholder, in the event of a disagreement between the latter and the Insurer, the parties may submit the dispute:

- To the Customer Service Department or Customer Ombudsman at Calle Orense num. 69 in Madrid and Calle Conde de Aranda núm.15, respectively, who will attend to and settle within their powers any claims and, where appropriate, complaints filed by Policyholders, Insured, Beneficiaries and successors-in-title of any of the same under the terms and conditions found in the Customer Ombudsman Regulations of Zurich Vida, Cia de Seguros y Reaseguros S.A.

The Customer Service Department and the Customer Ombudsman shall have a period of two months from when the complaint or claim is filed in which to issue their decision. If a decision has not been issued by the end of this period or in the event of disagreement with the decision, the claimant may appeal to the Commissioner for the Defence of the Insured and Pension Plan Participants, in the General Insurance and Pension Plans Directorate, Paseo de la Castellana, 44, in Madrid. Before this may be done, all recourse to the Customer Service Department and the Customer Ombudsman must have been exhausted.

## **Article 11.**

### **Protection of the Insured and other parties to the contract**

Without prejudice to that established in the previous article, you as the Policyholder, the Insured, Beneficiaries, damaged third parties or the successors-in-title of any of the same may file claims with the General Insurance and Pension Funds Directorate against insurance entities which perform practices that are abusive or injurious to the rights derived from the Insurance



Contract. Claims should be submitted in writing to the General Insurance and Pension Funds Directorate.

## **Article 12.** **Processing of personal details**

### **Protection of personal details:**

Personal details will be included in the files of the institutions Zurich España, Zurich Vida and Aide Asistencia in order to offer, complete, maintain and monitor the insurance contract as well as to carry out statistical or quality studies or technical analyses, manage coinsurance, if any, and prevent fraud.

The declaration of your data is voluntary although it is necessary for the contractual relationship to work. You may exercise their rights of access, rectification, cancellation and opposition by writing to the corresponding contracting institution which is responsible for the files and their processing, and whose address for this purpose is Via Augusta, 200 – 08021 Barcelona.

Your details will also be used so that the institutions Zurich España, Zurich Vida and Aide Asistencia, and other companies legally linked to these may, themselves or through their authorities agents, offer products and services and in order to send information about the

products, goods or services sold by other organisations and which, in accordance with the data you have provided us with, best fit in with your profile and needs. If you wish to declare your refusal for your data to be used for such a purpose, you may do so via the e-mail address [zurichlopd@zurich.com](mailto:zurichlopd@zurich.com).

The applicant expressly declares his/her consent for all the above.

## **Article 13.** **Information**

1. The Policyholder acknowledges that they have received from the Insurer prior to entering into the contract an Information Notice written in clear and precise language and containing the following:
  - a) Corporate name of the company and legal status.
  - b) Address of the company's head office.
  - c) Definition of the covers and options available.
  - d) Duration of the contract.

- e) The conditions under which it may be cancelled.
  - f) Conditions, terms and due dates of the premiums.
  - g) The premiums for each cover, whether main or supplementary, when deemed necessary.
  - h) Means and term for exercising the right of resolution.
  - i) General outline of the applicable tax system.
2. During the whole period when the life insurance Contract is in force, the Insurer Entity must inform the Policyholder in writing of any changes in the information initially provided in accordance with paragraphs a) to g) in the previous section.
3. In the event that a rider to the policy should be issued or the legislation applicable to the contract should be changed, the Policyholder must receive all the information contained in paragraphs c) to g) in the previous section.

It must be certified that the Policyholder and, where appropriate, the Insured have, prior to entering into the insurance Contract or signing the Insurance Application, received all the information required in this respect in the preceding paragraphs via a note dated and signed by the Policyholder or Insured, where appropriate, inserted at the foot of the Policy or the Insurance Application, in which the latter acknowledges having received it beforehand and its nature and reception date are stated.

# special conditions for the main insurance

## Article 1. Insured benefit

If the Insured dies while the Policy is in force, we shall pay the guaranteed capital sum indicated in the Particular Conditions and the Contract shall be terminated.

### 1.1. Advance of the benefit in the event of terminal illness

The capital sum guaranteed by this cover will also be paid up to a maximum of 480,000 euros if while the Policy is in force, and even if the Insured has died, they have been diagnosed via a medical certificate or report as having a terminal illness whose cause is other than an accident covered by the Policy and with a life expectancy of less than 12 months, once the said medical reports and the clarifications and additional reports requested by the independent clinic, medical society or doctor appointed by us have been verified and we have accepted the diagnosis of terminal illness as such.

The payment of this benefit will be made under the heading of disability

and it is incompatible with the payment of the benefit for the Permanent and Absolute Disability cover, if this has been taken out, and will result in the termination of the Contract. Notwithstanding the foregoing, in the case of guaranteed capital sums that are greater than 480,000 euros, when this benefit is paid in advance, the Contract shall remain in force for the capital sum reduced by the amount paid in advance until the death of the Insured.

The Beneficiary designated for this benefit shall be the one designated for the Permanent and Absolute Disability cover, and should there not be one, the Insured.

### 1.2. Report and effect of the advance payment of death benefit in the event of Terminal Illness

In order to apply for advance payment of the death benefit as compensation for the Terminal Illness of the Insured, you must give us a medical Certificate or Report which clearly and unambiguously states the diagnosis of the illness together with its type and evolution, making express mention of the Insured's life expectancy which

must be less than 12 months. This Certificate must have been issued at most thirty days before it is submitted to the Company.

The reasoning behind the diagnosis must be supported by objective medical tests which substantiate its assertion, and the Insured shall be obliged to submit all clarifications or additional tests which are requested by the doctors we appoint for the acceptance of the diagnosis. To that end, signing this Policy entails the express authorisation of the Insured for us to request such reports, and exempts the Insured's doctors from the duty of professional confidentiality with us.

We reserve the right to accept the payment in advance based on corroboration of these reports.

In the event of any disputes and should there be no subsequent agreement between the two parties, both undertake to refer the case to medical appraisers in compliance with the procedure set out in Article 38 of the Insurance Contract Act.

The effective date of the benefit shall be deemed to be the day on which the last report is submitted, this being based on our acceptance of the diagnosis of Terminal Illness.

# special conditions for the supplementary permanent and absolute disability insurance

## **Article 1. Insured Benefit**

In the event that the Permanent and Absolute Disability of the Insured should occur when the Policy is in force, and once this has been verified and accepted, we shall pay the guaranteed capital sum indicated in the Particular Conditions and the Contract shall be terminated.

## **Article 2. Definition, report and effective date of disability**

For the purposes of this Insurance, Permanent and Absolute Disability is deemed to be any medically-verified injury occurring after the Insurance was taken out which, caused by illness or accident, means that the Insured cannot perform any remunerated work.

In the event of Permanent and Absolute Disability, you or the Insured must send us a detailed medical report which contains the following information:

1. Date of the accident or start of the illness which has given rise to the disability.
2. List of the bodily injuries caused by the accident or specific type of illness contracted by the Insured.
3. The treatment process required, current status of the same and which, in the opinion of the attending doctor, results in Permanent and Absolute Disability.

We shall study the reports and form our own judgement as to the possible existence of Permanent and Absolute Disability.

In the event of any disputes and should there be no subsequent agreement between the two parties, both undertake to refer the case to medical appraisers in compliance with the procedure set out in Article 38 of the Insurance Contract Act.

For the purposes of this Supplementary Insurance, the effective date of the Permanent and Absolute Disability shall be deemed to be the date of the accident or the start of the medically-recognised illness which has led to this Disability.

We reserve the right to check the status of the Insured at any time using any doctor that we choose.

### **Article 3. Exclusions**

**Excluded from the cover for this risk is any disability:**

- a) **Directly or indirectly caused by operations of war or similar events; by accidents occurring while in a country that is in a state of war, or linked to hostilities involving war operations or derived from political or social events or civil commotion.**
- b) **Suffered after the end of the Insurance year in which the Insured reaches the age of 65.**
- c) **Brought about by the use of air transport other than as a passenger, and even when as a passenger on airlines that are not duly authorised for use by the public.**
- d) **That is suffered by the Insured as a result of drunkenness or the use of narcotics or drugs that are not medically prescribed.**
- e) **That is the result of acts of reckless endangerment or serious negligence on the part of the Insured that are legally adjudged as such, and that resulting from the Insured's participation in criminal acts, competitions, wagers, duels or fights, provided in the latter case that they have not been acting in legitimate self-defence or attempting to save persons or property.**
- f) **Caused as a direct or indirect consequence of nuclear reaction or radiation or radioactive contamination.**
- g) **Caused by earthquake, volcanic eruption, flooding and other extraordinary seismic and meteorological phenomena.**
- h) **Caused as a result of accidents or illnesses suffered prior to the effective date of the Insurance and which have not been declared by you or the Insured.**
- i) **Caused by events or phenomena covered by the Insurance Compensation Consortium, or when this body does not accept the validity of the right of the Insured due to breach on our part of any of the rules laid down in the Regulations**

**and Supplementary Provisions prevailing on the date of its occurrence. Also excluded are any differences between the damages produced and the sums given in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, proportional rules and other limitations.**

**This Supplementary Insurance ends with the termination of the Main Insurance.**

# special conditions for the supplementary permanent and absolute disability due to accident insurance

## Article 1. Insured Benefit

In the event that the Permanent and Absolute Disability of the Insured should occur as the result of an Accident either immediately or within two years of the date on which the Accident took place, and once this has been verified and accepted, we shall pay the supplementary guaranteed capital sum indicated in the Particular Conditions.

## Article 2. Definition of Accident

Any bodily injury that the Insured suffers involuntarily due to the sudden action of an external force.

Also deemed to be Accidents, provided that they are not intentional on the part of the Insured: asphyxia due to immersion, infections when the virus has entered the body due to a wound caused by an accident covered by the Insurance, breathing in of gases or vapours, poisoning and burns caused by toxic or corrosive liquids, frostbite, heat stroke and sunstroke.

The following are not deemed to be accidents: illnesses, regardless of their nature, bodily injuries resulting from pathological conditions such as strokes, mental disturbance and dizziness, injuries caused by interventions the Insured carries out or has carried out on their person, unless these are the consequence of an accident previously suffered.

## Article 3. Exclusions

Excluded from the cover of this Supplementary Insurance are the accidents of the Insured:

- a) **Resulting directly or indirectly from operations of war or similar events; accidents occurring while in a country that is in a state of war, or linked to hostilities involving war operations or derived from political or social events or civil commotion.**
- b) **Accidents occurring after the end of the Insurance year in which the Insured reaches the age of 65.**



- c) Brought about by the use of air transport other than as a passenger, and even as a passenger on airlines that are not duly authorised for use by the public.
- d) That are suffered by the Insured as a result of drunkenness or the use of narcotics or drugs that are not medically prescribed.
- e) That are the result of acts of reckless endangerment or serious negligence on the part of the Insured that are legally adjudged as such, and that resulting from the Insured's participation in criminal acts, competitions, wagers, duels or fights, provided in the latter case that they have not been acting in legitimate self-defence or attempting to save persons or property.
- f) Caused as a direct or indirect consequence of nuclear reaction or radiation or radioactive contamination.
- g) Accidents caused by earthquake, volcanic eruption, flooding and other extraordinary seismic and meteorological phenomena.
- h) Caused as a result of pre-existing illnesses or disability, provided that this can be medically proven.
- i) Those caused by events or phenomena covered by the Insurance Compensation Consortium, or when this body does not accept the validity of the right of the Insured due to breach on our part of any of the rules laid down in the Regulations and Supplementary Provisions prevailing on the date of its occurrence. Also excluded are any differences between the damages produced and the sums given in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, proportional rules and other limitations.

This Supplementary Insurance ends with the termination of the Main Insurance.

# special conditions for the supplementary permanent and absolute disability due to traffic accident insurance

## Article 1. Insured Benefit

In the event that the Permanent and Absolute Disability of the Insured should occur as the result of a Traffic Accident either immediately or within two years of the date on which the Accident took place, and once this has been verified and accepted, we shall pay the supplementary guaranteed capital sum indicated in the Particular Conditions.

## Article 2. Definition of Traffic Accident

Traffic Accident means any bodily injury that the Insured suffers involuntarily and which causes them Permanent and Absolute Disability, as a:

- a) Pedestrian, as a result of being run over on a public highway.
- b) Driver or passenger in a land vehicle with or without an engine.
- c) Passenger using sea and air transport.

## Article 3. Exclusions

**The exclusions for this Supplementary Insurance are the same as those set out in Article 3 of the Special Conditions of the Supplementary Disability due to Accident Insurance. Also excluded from the coverage of this Supplementary Insurance are accidents suffered by the Insured when acting as a professional driver or member of the operating staff of land, sea or air means of transport.**

**This Supplementary Insurance ends with the termination of the Main Insurance.**

# special conditions for the supplementary death due to accident insurance

## Article 1. Insured Benefit

In the event that the death of the Insured should occur as the result of an Accident either immediately or within two years of the date on which the Accident took place, and once this has been verified and accepted, we shall pay the supplementary guaranteed capital sum indicated in the Particular Conditions.

## Article 2. Definition of Accident

Any bodily injury that the Insured suffers involuntarily due to the sudden action of an external force.

Also deemed to be Accidents, provided that they are not intentional on the part of the Insured: asphyxia due to immersion, infections when the virus has entered the body due to a wound caused by an accident covered by the Insurance, breathing in of gases or vapours, poisoning and burns caused by toxic or corrosive liquids, frostbite, heat stroke and sunstroke.

The following are not deemed to be accidents: illnesses, regardless of their nature, bodily injuries resulting from pathological conditions such as strokes, mental disturbance and dizziness, injuries caused by interventions the Insured carries out or has carried out on their person, unless these are the consequence of an accident previously suffered.

## Article 3. Exclusions

Excluded from the cover of this Supplementary Insurance are the accidents of the Insured:

- a) **Resulting directly or indirectly from operations of war or similar events; accidents occurring while in a country that is in a state of war, or linked to hostilities involving war operations or derived from political or social events or civil commotion.**
- b) **Accidents occurring after the end of the Insurance year in which the Insured reaches the age of 70.**

- c) Brought about by the use of air transport other than as a passenger, and even as a passenger on airlines that are not duly authorised for use by the public.
- d) That are suffered by the Insured as a result of drunkenness or the use of narcotics or drugs that are not medically prescribed.
- e) That are the result of acts of reckless endangerment or serious negligence on the part of the Insured that are legally adjudged as such, and that resulting from the Insured's participation in criminal acts, competitions, wagers, duels or fights, provided in the latter case that they have not been acting in legitimate self-defence or attempting to save persons or property.
- f) Caused as a direct or indirect consequence of nuclear reaction or radiation or radioactive contamination.
- g) Accidents caused by earthquake, volcanic eruption, flooding and other extraordinary seismic and meteorological phenomena.
- h) Caused as a result of pre-existing illnesses or disability, provided that this can be medically proven.
- i) Those caused by events or phenomena covered by the Insurance Compensation Consortium, or when this body does not accept the validity of the right of the Insured due to breach on our part of any of the rules laid down in the Regulations and Supplementary Provisions prevailing on the date of its occurrence. Also excluded are any differences between the damages produced and the sums given in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, proportional rules and other limitations.

This Supplementary Insurance ends with the termination of the Main Insurance.

# special conditions for the supplementary death due to traffic accident insurance

## Article 1. Insured Benefit

In the event that the death of the Insured should occur as the result of a Traffic Accident either immediately or within two years of the date on which the Accident took place, and once this has been verified and accepted, we shall pay the supplementary guaranteed capital sum indicated in the Particular Conditions.

If as a result of the same traffic accident the death of the Insured and of their spouse or de facto partner should occur leaving as Beneficiaries children in common who are minors under the age of 18 or of full legal age who are legally incapacitated, we shall pay each of them double the capital sum which corresponds to them as Beneficiaries of this supplementary cover.

**In the event that the sum of the additional capital sums to be received by all the Beneficiaries entitled to receive the same should be greater than 200,000 euros, 200,000 euros will be paid out divided equally between all the Beneficiaries.**

## Article 2. Definition of Traffic Accident

Traffic Accident means any bodily injury that the Insured suffers involuntarily and which causes their Death, as a:

- a) Pedestrian, as a result of being run over on a public highway.
- b) Driver or passenger in a land vehicle with or without an engine.
- c) Passenger using sea and air transport.

## Article 3. Exclusions

The exclusions for this Supplementary Insurance are the same as those set out in Article 3 of the Special Conditions of the Supplementary Death due to Accident Insurance.

Also excluded from the coverage of this Supplementary Insurance are accidents suffered by the Insured when acting as a professional driver

**or member of the operating staff of land, sea or air means of transport.**

**This Supplementary Insurance ends with the termination of the Main Insurance.**

# special conditions for the supplementary serious illness insurance

## Article 1. Insured Benefit

In the event that the Insured should be diagnosed as having one of the illnesses described in Article 2 of these Special Conditions, and once this has been verified and accepted, we shall pay the amount taken out in this supplementary insurance as an advance on the death benefit guaranteed in the Policy up to a maximum of 90,000 euros.

Payment of this benefit terminates this cover, with the Main Insurance and the rest of the supplementary covers remaining in force with the guaranteed capital sum reduced by the amount paid in advance.

## Article 2. Serious illnesses. Definition

### 2.1. Heart attack

Means death or necrosis of part of the heart as a result of insufficient blood supply.

Diagnosis must be based on all the following aspects:

- History of typical prolonged chest pains.
- New electrocardiographic changes.
- Increase in heart enzymes to levels greater than those accepted as normal.

The heart attack must have been treated in a hospital.

### 2.2. Cancer

Means the presence of a malignant tumour with uncontrolled growth and spreading of malignant cells and tissue invasion.

Cancer also includes types of leukaemia different to chronic lymphocytic leukaemia, lymphomas and Hodgkin's disease.

**The following are excluded:**

- **Non-invasive in situ cancer.**
- **Tumours resulting from the human immunodeficiency virus.**

- **Skin cancer, unless diagnosed as malignant melanoma.**

### 2.3.

#### **Transplants**

Heart, lung, liver and pancreas transplants save for Islets of Langerhans, kidney or bone marrow transplants carried out as a result of medical diagnosis.

### **Article 3.**

#### **Waiting period**

We shall pay the agreed benefit only when the covered illnesses have been diagnosed at least three months after the signing of the Contract.

### **Article 4.**

#### **Exclusions**

- a) **Illnesses and/or accidents prior to the coming into force of the Contract.**
- b) **The taking of drugs and/or narcotics that are not medically prescribed.**
- c) **Illnesses and/or accidents caused by excessive consumption of alcohol or excessive smoking.**
- d) **Illnesses occurring after the end of the Insurance year in which the Insured reaches the age of 60.**
- e) **Any illness and/or surgery not provided for in the policy.**
- f) **Cancer due to nuclear hazards.**
- g) **Any cancer suffered by the Insured when their habitual residence in the three years prior to the onset of the process has not been in Spain.**

### **Article 5.**

#### **Payment of the benefit**

In addition to that set out in Article 7 (Payment of Benefit) of the General Conditions, in the event of a diagnosis of serious illness you will have to submit a Medical Certificate for the illness that has been diagnosed in accordance with the form that we shall give to the doctor who performs the diagnosis.

We shall study the reports and form our own judgement as to the possible existence of serious illness.

In the event of any disputes and should there be no subsequent agreement between the two parties, both



undertake to refer the case to medical appraisers in compliance with the procedure set out in Article 38 of the Insurance Contract Act.

In the event of a transplant diagnosis, payment of the benefit shall be made when the transplant is carried out.

# clause on compensation by the Insurance Compensation Consortium for losses arising from extraordinary events in personal insurance

In accordance with the provisions of the rewritten text of the legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, 29 October and amended by Act 12/2006, 16 May, the policyholder of an insurance contract of the type which is obliged to include a surcharge in favour of the abovementioned public business institution is entitled to arrange coverage of extraordinary risks with any insurance entity which meets the conditions required by prevailing legislation.

Compensation deriving from claims arising from extraordinary events occurring in Spain and affected risks within the country, and also those occurring abroad when the insured party has his/her habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policy holder has paid the corresponding surcharges and any of the following situations applies:

a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insuring institution.

b) That, although it is covered by an insurance policy, the obligations of the insurance institution could not be met due to its having been legally declared bankrupt or being subject to a supervised liquidation procedure or having been assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with the provisions of the aforementioned legal Statute, the Insurance Contract Act 50/1980, dated 8th October, of the Extraordinary Insurance Risks Regulations, approved by Royal Decree 300/2004 and of any additional provisions.

## Article 1. Summary of legal rules

### 1. Extraordinary events covered

a) The following natural phenomena: earthquakes and seaquakes, extraordinary flooding (including giant waves), volcanic eruptions, uncharacteristic cyclones (including extra-

ordinary winds gusting above 135km/h and tornados) and falling meteorites.

- b) Those caused violently as a result of terrorism, rebellion, sedition, riots and popular unrest.
- c) Acts by the armed forces and security forces in peacetime.

## 2.

### **Excluded risks**

**The following damages or claim events will not be compensated by the Insurance Compensation Consortium:**

- a) Those which do not give rise to compensation under the Insurance Contract Act.
- b) Those suffered by people or property insured by an insurance contract different to those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Those produced by armed conflict, even though there has been no prior official declaration of war.
- d) Those caused by nuclear energy, without prejudice to the provisions of the Nuclear Energy Act 25/1964, 29 April.
- e) **Those caused by natural phenomena other than those indicated in article 1 of the Extraordinary Insurance Risks Regulations and, in particularly, those caused by a rise in the water table, movement of slopes, landslides or settlement, falling rocks and similar phenomena, unless these were clearly caused by the action of rainwater, which, in turn, caused a situation of extraordinary flooding in the area and unless they occurred at the same time as this flooding.**
- f) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of Organic Act 9/1983, dated 15 July, regulating the right to meeting in public, and in the course of legal strikes, unless these actions can be classified as extraordinary events in accordance with article 1 of the Extraordinary Insurance Risks Regulations.
- g) Those caused by the bad faith of the Insured.
- h) Those corresponding to claim events occurring before the payment of the first premium or when, in accordance with the provisions of the Insurance

**Contracts Act, the Insurance Compensation Consortium's cover is suspended or the insurance has been cancelled because of failure to pay the premiums.**

- i) Claims which, because of their size and seriousness are classified by the Government of the Nation as "catastrophes or national disasters".**

### **3.**

#### **Extent of the cover**

Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.

In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, generate a mathematical provision, the Consortium's cover will refer to the capital at risk for each insured party; that is, the difference between the sum insured and the mathematical provision which, in accordance with aforementioned regulations, the insurance institution issuing it must have established. The sum corresponding to this mathematical provision will be paid by the aforementioned insurance institution.

## **Procedure in case of a claim event where compensation is payable by the insurance compensation consortium**

Should a claim event occur, the insured, the policy holder, the beneficiary or their respective legal representatives must, either directly or via the insurance institution or the insurance agent, and within a period of seven days of finding out about it, notify the corresponding regional office of the Consortium of the occurrence of the event, depending on the place where it happened. The notification will be formulated on the form established for the purpose, which will be available on the Consortium's website ([www.conorseguros.es](http://www.conorseguros.es)) or at its offices or those of the insurance institution. The required documents, depending on the nature of the injuries, must be attached.

To clear up any query that may arise over the process to be followed, the Insurance Compensation Consortium has the following telephone line to help insured parties: 902 222 665.

**These General Conditions which, jointly with the Particular Conditions, are given to the Policyholder of this Insurance constitute this Contract and have no validity or effect separately.**

**Zurich Vida,  
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