

Entry Ticket Insurance

Terms & Conditions

This is a translation of the original document in Spanish, it is provided for informative purposes.
The original document will prevail in case of disagreement.

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I.- LEGAL INFORMATION

In compliance with the regulations in force and, in particular, with the provisions of article 96 of Law 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance entities (LOSSEAR), as well as in arts. 122 and 123 of Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance entities (ROSSEAR), the Policyholder, who, where applicable, assumes the obligation to provide the following information to the insured parties, is informed that:

- The insurance is provided under the right of establishment by ERGO SEGUROS DE VIAJE, Sucursal en España, with registered office at Avda. Isla Graciosa, 1, CP. 28703 San Sebastián de los Reyes, (Madrid), which is the permanent establishment of the German entity ERGO Reiseversicherungs AG. The controlling Member State is Germany, and the controlling and supervisory authorities are the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany), and the Dirección General de Seguros y Fondos de Pensiones, del Ministerio de Economía de España in accordance with art. 115 LOSSEAR.
- ERGO SEGUROS DE VIAJE, Sucursal en España with CIF W0040918E is registered in the Registro Mercantil de Madrid in Volume 33, 458; Folio 123; Section 8; Page M-602242, 1st entry, and is also authorised and registered in the Registro Especial de Entidades Aseguradoras in Spain under number E0217.
- ERGO shall publish an annual report on its financial situation and solvency in fulfilment with the contents, form and deadlines for publication determined in the regulations implementing the Law on the regulation, supervision and solvency of insurance and reinsurance companies. The report is available at: www.ergo.com
- The Spanish legislation shall not apply in case of liquidation of the insurance company.
- The law applicable to this contract is the Spanish Law, so the policy insurance is governed by the General, Particular and Special Terms and Conditions of the contract, as well as, in addition to any other regulation applicable during the period of validity of the policy, by Law 50/80 of 8 October on Insurance Contracts [Ley de Contrato de Seguro]; LOSSEAR and its ROSSEAR Regulations, in those aspects that are applicable, by the Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users [Ley General para la Defensa de los Consumidores y Usuarios] and other complementary laws and subsequent amendments, by Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Consorcio de Compensación de Seguros and, in the case of distance contracting, by Law 22/2007, of 11 July, on distance marketing of financial services for consumers.
- If the content of this document differs from the insurance proposal or the agreed clauses, the policyholder can make a claim to the insurance company within a month from the delivery of the policy to correct the discrepancies. Once the period has expired without the claim being made, the provisions of this document will be applied.
- The Privacy policy is available in our website: web <https://www.ergo-segurosdeviaje.es/proteccion-de-datos/>, a summary is provided in section V below.

DISCONTINUANCE OR WITHDRAWAL

- In the case of optional insurance policies with a duration period over a month arranged remotely, there is a legal cooling off period for the insured of fourteen calendar days from the date of taking out the policy, provided that the contract has not been executed prior to the exercise of this right.
- To exercise this right you can send a letter by registered post, or other means that provides proof of the date and receipt to ERGO SEGUROS DE VIAJE, Sucursal en España (reference: WITHDRAWAL), to its address in Avda. Isla Graciosa, 1 28703 San Sebastián de los Reyes (Madrid); or by email to the address dpto.comercial@ergo-segurosdeviaje.es. In the communication the policy on which the claim is being exercised must be identified by its date and number.
- The policyholder must pay the proportional part of the premium corresponding to the service actually provided up to the date of exercise of this right. The unearned premium will be refunded within 30 days of receipt of your request.

CUSTOMER SERVICES

- In accordance with the provisions of Order ECO/734/2004, this Insurance Company has a Customer Service Department, which will respond to any claims that may derive from the application of this contract, made by the policyholder, the insureds or their beneficiaries, or any affected third parties within a maximum period of two months from their submitted date.
- The operation of the Customer Care Service is governed by the Regulations, approved by the entity, which can be reviewed on our website: <https://www.ergo-segurosdeviaje.es/quejas-y-reclamaciones/>
- Complaints and claims should be made in writing to: Customer Services Department, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@ergo-segurosdeviaje.es
- For these purposes, Complaint refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the company works. A Claim shall be understood to be that submitted by the insured that, with the intention of obtaining the restitution of their interest or right, states specific facts referring to actions or omissions of the Company that, in their opinion, imply a damage to their interests or rights due to breach of contracts, of the regulations on transparency and protection of clients or of good practices and uses.

- In the event of disagreement with the resolution issued by the Customer Care Service, or lack of response within the aforementioned two-month period, and in accordance with the provisions of Order ECC/2502/2012, the complaint or claim may be submitted to the Complaints Service of the Dirección General de Seguros y Fondos de Pensiones, provided that you have previously exhausted the channels of the Customer Services of the Insurance Company, at Paseo de la Castellana 44, 28046 Madrid, or you may file a claim before the competent Courts and Tribunals, or, if there is agreement between both parties, resort to arbitration and mediation systems.

II.- DEFINITIONS:

In this contract, the following terms have the following definitions:

- **INSURER:** ERGO SEGUROS DE VIAJE, Sucursal en España.
- **POLICYHOLDER:** The physical person or legal entity that, in addition to the INSURER, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.
- **INSURED:** The natural person with the right to attend the event, having purchased the insured ticket, and identified as such in the Policy Schedule.
- **FAMILY MEMBERS:** **The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in** that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.
- **INSURED'S ADDRESS:** The Insured must be resident in Spain.
- **TRIP:** Any journey made by the insured from the moment they leave their home to attend the event until their return to it.
- **BENEFICIARY:** The physical person or legal entity that, following the previous assignment of rights by the INSURERS, holds the right to the indemnity.
- **INSURED TICKET:** The ticket purchased to attend a cultural, musical, theatrical or sports event.
- **EVENT:** Scheduled activity of a social, academic, artistic, or sporting nature, for which the insured has purchased a ticket.
- **ACCIDENT:** An accident is understood as a personal injury derived from a violent, sudden, and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or disability or in death.
- **PERMANENT DISABILITY:** Permanent disability is understood as the **INSURED'S organic or functional loss of extremities and faculties**, the severity of which is described in these Terms and Conditions, to the extent that the medical experts assigned to the case in accordance with the law do not believe that recovery is likely.
- **EPIDEMIC:** A disease which spreads at the same time and within the same country or region to a large number of people, provided that it is declared or officially recognised as such by the proper and competent authorities of the place where it occurs, as posing a health emergency and an extraordinary risk to public health.
- **PANDEMIC:** Epidemic disease spread over a large area (several countries or continents) and affecting a significant part of the population. For the purposes of the guarantees of this insurance policy, the disease will be considered to have reached the level of a pandemic as soon as the WHO declares that the disease has reached that level.
- **WAR:** war situation (whether declared or not) is understood as the existence of warlike conflicts of any nature or scope: military or civil, national or international or any armed conflict of similar characteristics, taking place in a country territory or area thereof.
- **PREMIUM:** The price of the insurance. It will include the legally applicable taxes, as well as the Consorcio de Compensación de Seguros surtax.
- **DEDUCTIBLE:** The amount, percentage or any other sum contracted under the Policy that the INSURED must pay and which will be deducted from the indemnity paid by the INSURERS in each claim.
- **SUM INSURED:** The amount stipulated in the General Conditions, Particular Conditions, and/or Special Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURER for all the claims during the period of the insurance.
- **CLAIM:** is any event that is susceptible to be covered by this insurance. The occurrence or series of harmful events due to the same original cause shall be deemed to constitute one and the same loss regardless of the number of claimants or claims made.
- **POLICY:** The document or set of documents, that refers to the conditions of the insurance, in such a way that it includes the Particular Conditions (where the risks covered and their limits are included), the General Conditions (which explain and detail them), as well as the special conditions and the supplements or annexes that are subscribed as a complement, modification, extension or enlargement of the previous ones.

III.- GENERAL INSURANCE REGULATIONS

The policyholder declares that receives this information and that, where appropriate, it will be transmitted to the insured persons.

1. GEOGRAPHIC SCOPE

The covers provided under this insurance shall apply to events and/or shows held in Europe.

2. EFFECTS OF THE INSURANCE

- a) **Non-attendance of the insured/Refund of services:** These covers shall come into force from the moment that the ticket to the covered event/show has been purchased and shall expire once the INSURED have entered the premises of the corresponding event/show.
- b) **Rest of the Covers:** These covers shall come into force on the date specified in the Policy Schedule as the date on which the insured event is to take place and shall expire once the event has ended.

It's a necessary requirement that the INSURED or the POLICYHOLDER must have paid the corresponding premium for the covers to come into force; the INSURER address will be used for payment purposes. The amounts temporarily received by the POLICYHOLDER on behalf of the INSURED for the payment of the premium on behalf of the INSURED are received in deposit for immediate delivery to the INSURER.

3. PREMIUM PAYMENT

The premium, including the corresponding taxes, will be paid by the POLICYHOLDER when the contract is signed. The premium will be non-returnable once any of the covers provided under the policy comes into force.

4. INTERNATIONAL SANCTIONS AND EMBARGOS

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union, United Kingdom or the United States, and that would be binding on Spain. The Insurer reserves the right to reject payment of the compensation or benefit requested by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union United Kingdom and the United States, within the context of the international relations and treaties in force.

5. CLAIMS AGAINST THIRD PARTIES

The INSURER will subrogate the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURER'S involvement and up to the total cost of the services rendered or losses indemnified.

6. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the INSURED'S residence in Spain. If the INSURED have no residence in Spain, the applicable jurisdiction will be that of the Courts and Tribunals of Madrid. The applicable law shall be Spanish law.

7. CLAIMS PROCEDURE

7.1. INSURED'S Obligations

- a) The POLICYHOLDER and/or the INSURED must notify the INSURER of the occurrence of the loss, within a maximum period of SEVEN days, as of the date on which they learn of the loss; the INSURER may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- b) The INSURED must provide, without delay, the original ticket, as well as any evidence or document that is reasonably asked of them, regarding the claim and the severity of the damage.

7.2. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURER has not made a payment within this period, the INSURED may not claim the interests for the preceding period.
- c) In order to receive the indemnity, the INSURED must send the substantiating documents listed below to the INSURER, as applicable:
 - Document accrediting the insurance and the receipt for payment of the ticket.
 - Medical certificate recording the date and nature of the accident or illness.
 - Death certificate, in the case of death.
 - In case of damage to property, the corresponding accrediting documents.
 - For the Medical Expenses, the original bills for the medical costs incurred must be provided, along with a medical report issued by the medical professional that has treated the INSURED.

Likewise, any additional document requested by the INSURERS in order to evaluate the request for indemnity must be provided.

7.3. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

IV.- COVERS

1. NON-ATTENDANCE OF THE INSURED

The INSURERS shall cover, save for the exclusions mentioned in these General Conditions, the refund of the price of purchasing the tickets to events/shows when the tickets have already been paid but are not used due to the occurrence of any of the risks set out below, taking place after the ticket was purchased:

1. Due to medical causes:

- 1.1. Death, severe personal injury or serious illness:
 - Of the INSURED, or any of the persons stated under the "FAMILY MEMBERS" heading above. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in question is serious or not.

- This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the legal or de facto partner of the INSURED.
- Of the person in charge of looking after minor children or disabled persons during the event. In the case of COVID-19 you **will only be covered in the event of this person's death**
- **Of the INSURED'S direct superior at their place of work, provided that this circumstance prevents the insured from attending the event due to the demands of the Company employing the INSURED.** In the case of COVID-19 you will only be covered in the event of **this person's death**

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the event, and that, medically, make it impossible to attend the event on the schedule date.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to attend the event on the established date.

When the illness or accident affects any of the abovementioned persons other than the INSURED it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

- 1.2. Medical quarantine as a result of an accidental event.
 - 1.3. Appointment for surgical intervention on the INSURED, provided that he/she was already on waiting list at the time of purchasing the ticket to the event and taking out the insurance policy.
 - 1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.
 - 1.5. Appointment for organ transplant to the INSURED or a family member at first remove.
 - 1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the insurance was undertaken.
 - 1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.
 - 1.8. Premature birth affecting the INSURED.
2. Due to legal causes:
- 2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil or Criminal Court or Labour Court Those cases in which the Insured is summonsed as defendant in proceedings instigated prior to the purchase of the event ticket and the insurance shall be excluded. For all other appearances, the summons must be issued after the purchase of the event ticket and the insurance policy.
 - 2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.
 - 2.3. The INSURED being called upon to present and sign official documents.
 - 2.4. Delivery of an adopted child, which coincides with the event dates.
 - 2.5. The INSURED receiving a summons for divorce proceedings.
 - 2.6. Unexpected refusal of visa applications.
 - 2.7. Arrest by the police for non-criminal reasons.
 - 2.8. **Imposition of a traffic fine exceeding the sum of € 600.00, provided the infraction is committed and the existence of the fine is learnt of after the purchase of the ticket for the event.**
 - 2.9. Withdrawal of driving license **provided the insured's vehicle was to be used** to attend the event **and none of the INSURED'S travel companions is able to take over driving the vehicle.**
3. Due to employment causes:
- 3.1. Non-disciplinary dismissal of the INSURED from their place of work.
 - 3.2. Presentation of a Collective Redundancy Plan that directly affects the INSURED as an employee, resulting in a partial or total reduction of their working hours, provided this occurs after the date on which the insurance was contracted.
 - 3.3. Recruitment of the INSURED to a new job position, in a company other than the one at which they worked, provided that it is with an official employment contract and the recruitment occurs after the insurance was contracted. This cover will also be valid if the INSURED are recruited after being unemployed.
 - 3.4. Geographical transfer of place of work, provided that implies a change of domicile of the INSURED during the schedule dates of the event, and the INSURED is an employed.
 - 3.5. The requirement to undergo official examinations for public positions of employment, either as an opponent or as a member of the opposition court, called and announce through a public body after the insurance contract was signed, and being at the same time of the schedule dates of the event
 - 3.6. Renewal of employment contract.
4. Due to extraordinary causes:
- 4.1. Act of aerial piracy that makes it impossible for the INSURED to attend the event on the schedule dates.
 - 4.2. **Legal declaration of bankruptcy or creditors' meeting of the company** in which the insured is employed.
 - 4.3. **Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence** or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
 - 4.4. Being called upon to serve with the Armed Forces, Police or Fire Brigade urgently and obligatorily, provided this occurs after the insurance was contracted and no knowledge of this possibility existed at the time the purchase of the ticket for the event.
 - 4.5. Delay in arrival of the public means of transport that the INSURED use to reach the event, provided that there are at least two hours between the official arrival time, as stated in the reservation, of that means of public transport at the city where the event is to take place, and the time at which the event is scheduled to start. The delay must make it impossible for the INSURED to attend the event. The substantiating documents certifying the delay and issued by the Entity running the public transport service, must be provided for

the indemnity payment to be processed. This indemnity shall only be paid if the transport Company does not indemnify the INSURED for the delay.

5. Other causes:

- 5.1. Declaration of Personal Income Tax in arrears by the Ministry of Economy and Inland Revenue, resulting in an amount due from the **INSURED of more than € 600.**
- 5.2. Cancellation of the person who was to accompany the INSURED to the event, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED is forced to attend the event alone.
- 5.3. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to attend the event. Despite the above, and provided that the non-attendance at the event does not occur, the INSURER will guarantee the reimbursement of reasonable and justified costs of the rental of a vehicle to attend the event as initially planned. The maximum amount payable by the INSURER would be the 50% of the cost of the ticket.

This coverage may not be accumulated or complementary to the guarantee of Non-Attendance of the Insured.

If the non-attendance of the Insured occurs due to any other insured cause reflected in these Terms and Conditions and it happens that the INSURED was already compensated for this coverage, then that amount that was paid with charge to this coverage would be deducted of the total amount of the non-attendance costs.

- 5.4. Theft of the documentation or luggage, which makes it impossible for the INSURED to attend the event.
- 5.5. Receiving an official public grant that prevents the Insured from attending the event.

EXCLUSIONS

Cover does not extend to:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date of purchase of the ticket and the date for inclusion in the insurance, except in the cases stipulated in points 1.3, 1.4 and 1.5
- d) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.
- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism and war.
- g) Failure to present the documents that are essential for access to the event, such as passports, tickets, ...
- h) Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Epidemics, pandemics —except the one caused by COVID-19 for the cancellation cause 1.1.—, quarantines, pollution and contamination, and natural catastrophes.
- k) Cancellation of tickets occurring after the organisers have cancelled the event; those resulting from the declaration of strikes, bankruptcies or creditor meetings of the organisers.
- l) Theft, robbery or simple loss of the ticket.
- m) The losses occurring due to non-appearance or any form of insolvency, including bankruptcies and creditor meetings of any service providers, including among others: transport companies, trip organisers and catering services. In cases in which these contingencies occur, the INSURED must direct their claims to the affected provider.
- n) **INSURED'S voluntary decision** not to attend the event.

V.- PRIVACY

We have drafted this summary in order to help you to manage and use this document. Please read the full version, the updated version of which is available at all times on our web page, section "data protection policy" <https://www.ergo-segurosdeviaje.es/clausula-de-proteccion-de-datos/>

WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is "ERGO SEGUROS DE VIAJE, SUCURSAL EN ESPAÑA (hereinafter, "ERGO Seguros de Viaje").

We have designated a person that shall be responsible for safeguarding your privacy at our company (the Data Protection Manager or "DPM") before whom you may file any claim or request clarifications if you have any doubts or questions. You may contact the DPM at Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid, Spain or by way of email: dpm@ergo-segurosdeviaje.es

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

Necessary processing data to comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as ii) to respond to your requests for the contracting of said policies, iii) for the investigation, processing and, where appropriate, payment of compensation, iv) in order to render your personal data anonymous in order to comply with the solvency and provisions obligations imposed under applicable regulations, and v) for the exercise, formulation or defence of claims. In the event that your policy includes assistance benefits, your data is processed vi) for the provision of the required assistance, its payment to the provider or its reimbursement, which may include the handling of health data. In the case of travel insurance policies, it is possible that in order to fix the premiums vii) automated decisions are made using minimum profiles based on the claims experience of your policy, and studies that analyses as variables statistics data and the information about your trips destinations and durations.

Additional processing data for commercial purposes to notify you of our offers and to enhance the quality of our service provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, data can be processed to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section “profiles”).

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. The additional mentioned data processing data for which you can always exercise your opposition, are based on the legitimate interest and the application of Art. 21 of the Law 34/2002 of 11 July, so this process will be carried out only if you are customer and accept our protection data policy balanced with your right to privacy. The foregoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers. To carry out additional commercial data processing your consent is required, which you can revoke at any time without detriment.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje, has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Reinsurance Entities may access the information too, in accordance with art. 94.4 LOSSEAR, but just of the data strictly necessary for the conclusion of the reinsurance. For example, if your insurance policy includes legal protection cover, it is managed by a reinsurance contract with DAS Defensa del Automovilista y de Siniestros Internacional S.A. Please see below **this clause for information on “Coinsurance and Reinsurance” in case these figures are foreseen** for your policy.

If your policy includes assistance benefits, we inform you that our suppliers and providers of services include certain related-party companies, such as the travel assistance services of “DKV SERVICIOS, S.A.”, and of “EURO-CENTER HOLDING, S.E.” and “EURO-CENTER MADRID, S.A.”, a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong. Service providers will also be recipients, but this will always be done with contracts and guarantees subject to models approved by the authorities. On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, for the purpose of pursuing, asserting or defending claims for the period of limitation of claims (five years for personal insurance and two years for property and casualty insurance), meeting our tax and supervisory obligations, and duly blocked (i.e. at the disposal of the relevant authorities to answer for the processing operations carried out). So that only the minimum necessary data relating to the operations and transactions carried out will be kept. Once these periods have elapsed, the data will be finally deleted.

WHERE DOES YOUR DATA COME FROM AND WHAT CATEGORIES OF DATA ARE PROCESSED?

Your data come from yourself, by filling in the forms where they are collected or, in the case of collective policies taken out by a policyholder other than yourself, through the management that the policyholder may carry out, who will have to inform you of this clause. The categories of the data processed are personal identification data (ID card, NIE, passport, driving license number, sex, nationality, residence and date of birth) or the insured event (trip, show, etc.). In the event of an accident there may be additional information, including health data, which will be provided upon your request, or with the appropriate guarantees by the relevant providers, in order to provide the corresponding assistance and thus comply with the policy.

WHAT ARE MY RIGHTS?

You have the right to access, rectify and delete your personal data, to object to the use thereof, to revoke your consents, as well as other rights provided for under applicable regulations, such as the right to the transfer of your personal data, the limitation of the data processing thereof, or to file a claim or complaint before the Data Protection Agency, or before our Data Protection Manager. Moreover, if automated decisions are adopted that affect you, you can request the intervention of a natural person to review said decisions, and object to them. You can also revoke any consent you have given without any prejudice to you.

You may exercise your rights by forwarding us a letter together with a copy of your D.N.I. (National Identification Document), or equivalent official identification document, with the subject “PROTECCIÓN DE DATOS” to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, Spain, or by way of email: dpd@ergo-segurosdeviaje.es

For more information, please read the document “Complementary information” that you can find in the section “Data Protection” of our web page www.ergo-segurosdeviaje.es