

General Conditions

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Liberty
Seguros

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LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A. Domicilio Social: Paseo de las Doce Estrellas, 4, 28042 Madrid. Reg. Merc. de Madrid, Tomo 29777, Secc. 8ª, Hoja M-377257, Folio 2, CIF: A-48037642.

INFORMATION STATEMENT

The member state that controls the insurance activity of the company is Spain, and the controlling authority is the Directorate General for Insurance and Pension Funds of the Ministry of Economy and Treasury.

Applicable legislation: Act 50/80 on Insurance Contracts, the Revised Text of the Regulation and Supervision of Private Insurance Act, approved by Legislative Royal Decree 6/2004; the Revised Text of the Motor Vehicle Transit Liability and Insurance Act, approved by Legislative Royal Decree 8/2004; and their respective implementing regulations.

The insurance company, **LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.**, has registered offices on **C/ Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain.**

CUSTOMER CLAIM AND PROTECTION REQUESTS

LIBERTY SEGUROS has a **Customer Service Department** and a **Customer Ombudsman** to handle and resolve complaints and claims arising from actions by the company itself or by banking and insurance operators, in accordance with the procedure set forth in Order ECO 734/2004 of 11 March.

- **Customer Service Department.** C/ Paseo de las Doce Estrellas, 4, 28042 Madrid. Fax: 91 301 79 98.
e-mail: atencionalcliente@libertyseguros.es
- **Customer Ombudsman.** C/ Marqués de la Ensenada 2, 28004 Madrid. Fax: 91 308 49 91.
e-mail: reclamaciones@da-defensor.org

All complaints and claims will be handled and resolved within a period of two months after being submitted. After this period has elapsed and having received no response, or in the event of disagreement, the claimant may address the **Commissioner for the Defence of Insurance Policyholders and Participants in Pension Plans.** Pl. de la Castellana 44, 28046 Madrid. For the resolution of conflicts in court, the court in the insured's city of residence will hold jurisdiction.

The Regulations for Customer Defence are available to customers at offices of the Companies within the Liberty Group, which detail the procedures for handling complaints and claims. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

IMPORTANT NOTE

Be sure to read the general conditions and schedule of this contract carefully in order to fully understand your rights and obligations hereunder.

Review the information given in the schedule and, if it is correct, sign and send us the copy that will be signed and returned. Please inform us of any erroneous information so that we can see to its modification.

Do not forget to report any changes that may occur to the parties listed as drivers of the insured vehicle.

It is important to carry the receipt for the premium for the last insurance year in your vehicle as proof of the existence of mandatory liability insurance. Bear in mind that you can be penalised if you fail to provide it when asked by the traffic authorities.

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For the purposes of this contract, the following definitions shall be used:

■ **Insurer:** The insurance company is **Liberty Seguros, Compañía de Seguros y Reaseguros, S.A.**, which signs the policy together with the insurance policyholder and is bound, via the collection of the relevant premium, to pay the benefit corresponding to each cover included in the schedule, pursuant to the limits and conditions set forth in the policy.

■ **Insurance policyholder:** The individual or legal entity that, together with the insurer, signs this contract, and to whom the obligations derived from it correspond, except when they must be met by the insured due to their nature.

■ **Insured party:** The individual or legal entity that is the owner of the insured interest, which undertakes the obligations deriving from the contract in the absence of the policyholder.

■ **Beneficiary:** The individual or legal entity that holds the right to the indemnity by transfer of the insured or because the policy stipulates thus.

■ **Driver:** The individual who, being legally authorised to do so as holder of the relevant appropriate driving licence for the insured vehicle, and with authorisation from the policyholder, the insured and/or the vehicle owner, drives the vehicle or has it in his/her care and responsibility when the claim occurs.

■ **Regular driver:** The person designated as such in the insurance contract, whose circumstances are required to calculate the premium.

■ **Policy:** The document containing the regulatory conditions of the insurance contract. The policy is made up of the following: The general conditions, the schedule, the special conditions and the supplements or appendixes that are issued with the policy to complement or modify it.

■ **Premium:** The price of the insurance. The invoice will also include the legally applicable surcharges and taxes.

■ **Excess:** The amount to be paid by the insured for each claim as set out in the policy for all the covered risks.

■ **Insured sum:** The amount set out in the policy for each one of the covers given in Article 1 of the general conditions that is the maximum limit for the indemnity to be paid by the insurer for all items in the event of a claim. In the case of mandatory public liability insurance, it will be limited to the sums set out in the legislation in force at the time the claim occurs.

■ **Claim:**

- Any accidental event occurring during the policy's validity period, the consequences of which are guaranteed under one of the insurance covers.
- All personal injuries and material damages deriving from one event constitute a single claim.

■ **Bodily injury:** Physical injury or death caused to an individual.

■ **Material damage:** The loss or deterioration of objects or animals.

■ **Vehicle fire:** Total or partial combustion and burning by flames of the insured vehicle.

■ **Vehicle explosion:** The sudden and violent pressurising or depressurising of the insured vehicle's gas or steam.

- **Personal accident:** The bodily injuries deriving from violent, sudden, external causes beyond the control of the insured when s/he is a driver or passenger of the insured vehicle.
 - **Theft with violence:** Understood to mean the unlawful removal by third parties for profit and with use of force on objects, including an attempt thereof.
 - **Theft with intimidation to people:** Understood to mean the unlawful removal by third parties for profit and with use of force and/or violence or the intimidation of people.
 - **Larceny:** Understood to mean the unlawful removal by third parties for profit and without use of force on objects and/or violence or intimidation of people.
 - **Unauthorised use:** Understood to mean the unlawful removal by third parties with no profit motive and without use of force on objects and/or violence or intimidation of people.
 - **Value as new:** The total retail price of the insured vehicle when new, including any legal surcharges, fees or taxes (**excluding road tax**) required to make it suitable for transit on public roadways. If the vehicle is no longer manufactured or it is not in the manufacturer catalogues or lists, the value corresponding to another vehicle with similar characteristics will be applied for value as new purposes.
 - **Actual cash value:** The sales value of the insured vehicle, immediately before the claim occurred, based on its age, wear and/or condition. For such purposes, the base is considered the vehicle's actual cash value using the tables in the manual of prices for the sale of second-hand vehicles, published by Editorial Eurotax-España S.A.
- All improvement components and fixed installation components included in the vehicle when it leaves the factory, as well as all accessories (as defined), will be assessed by applying the same depreciation percentage applicable to the vehicle according to its age, wear and/or condition.**
- **Total loss:** There is total loss in a claim when the estimated amount for repairing the damaged vehicle exceeds 75% of the value as new if the vehicle is under 4 years old, or exceeds 75% of the actual cash value if the vehicle is over 4 years old.
 - **Age of the vehicle:** Time lapsed from the first registration of the insured vehicle, regardless of whether it was performed in Spain or abroad, until the date of the claim.
 - **Accessories:** All improvement components and fixed installation components that are not included among the vehicle's standard or optional components upon leaving the factory are considered accessories.
 - **Port or airport premises:** Premises owned by a seaport or airport, respectively, which cannot be accessed by individuals and/or vehicles without specific authorisation to do so, and are fenced in and supervised by the relevant authorities.

1

OBJECT AND SCOPE OF THE INSURANCE

Through this contract, the insurer, within the limits set for the mandatory civil liability insurance in force when the incident occurred and the limits of any complementary voluntary insurance that has been taken out in the general and special conditions, or the schedule, agrees to cover the risks listed below and that are expressly contracted in the schedule:

- Liability derived from driving the insured vehicle (Article 2).

Type A: Mandatory civil liability insurance.

Type B: Voluntary civil liability insurance.

Type C: Liability for cargo and liability as a pedestrian or arising from amateur cycling.

- Own damages sustained to the insured vehicle (Article 3).
- Fire to the insured vehicle (Article 4).
- Theft of the insured vehicle (Article 5).
- Window breakage (Article 6).
- Legal defence (Article 7).
 - A. Criminal defence.
 - B. Damage claims.
 - C. Legal assistance for administrative traffic, transit and road safety offences.
- Personal accident cover for passengers (Article 8).
- Personal accident cover for the driver: sum insured plus annuity (Article 9).
- Subsidy for temporary driving licence suspension (Article 10).
- Roadside assistance (Article 11).
- Replacement vehicle in the event of an accident or theft (Article 12).

2

PUBLIC LIABILITY DERIVED FROM DRIVING THE INSURED VEHICLE

TYPE A: MANDATORY PUBLIC LIABILITY INSURANCE

1. With this cover (mandatory for all motor vehicle owners), the insurer shall assume the derived indemnity for the driver and/or owner of the insured vehicle recorded in the schedule, up to the quantitative limits currently in force according to regulations, for traffic incidents in which the vehicle is involved and in which persons are injured and/or property is damaged, which is enforceable pursuant to the provisions of the revised text of the Public Liability and Insurance on Motor Vehicle Transit Act, the implementing regulations thereof and all other applicable regulations.
2. With regard to indemnities for personal injuries, the insurer, within the limits set for mandatory insurance, must resolve the injuries caused to individuals, except when it can be proved that they were caused solely by the behaviour or negligence of the injured party or force majeure unrelated to the driving or working order of the vehicle. Force majeure shall not include defects in the vehicle or the breakage or failure of any of its parts or mechanisms.
3. With regard to indemnity for damage to goods, the insurer, subject to the limits set for mandatory insurance, shall give compensation for the damage caused when the driver of the vehicle is publicly liable according to the provisions of Article 1.902 of the Civil Code, Article 109 and related articles of the Criminal Code.

THE FOLLOWING IS NOT COVERED:

- a. Any damage caused by the injuries or death of the driver of the insured vehicle.
- b. Material damage sustained by the insured vehicle due to the objects being transported, and the goods of which the policyholder, insured, owner or driver, or any of their spouses or relatives to the third degree, by blood or marriage, are the holder.
- c. Personal injury or material damage due to theft of the insured vehicle, understood exclusively as those acts classified as such under the Criminal Code.
- d. Personal injury and material damage caused when driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances. Without prejudice to the insurer's right of recourse, this exclusion shall not apply to the injured party.
- e. Personal injuries and material damage caused when the driver of the vehicle does not hold a driving licence. Without prejudice to the insurer's right of recourse, this exclusion shall not apply to the injured party.

TYPE B: VOLUNTARY PUBLIC LIABILITY

1. With this cover, the insurer covers, within the scope and up to the agreed limit in the schedule of this policy, the derived indemnity for the driver and/or owner of the vehicle stated in the schedule for traffic incidents in which the vehicle is involved and for which persons may be injured and/or property is damaged and for which this driver is publicly liable by virtue of the provisions set forth in Article 1902 of the Civil Code and the consecutive articles thereof, and in Article 109 of the Penal Code and the consecutive articles thereof.
2. This cover will guarantee the indemnities, up to the limit in the schedule, that exceed the quantitative limit set out for the mandatory public liability insurance cover stipulated at all times by the legal regulations that govern the cover.
3. With regard to this cover, **for personal injuries, any individual or legal entity other than the driver will be considered a third party; for property damage, any individual or legal entity other than the policyholder, the insured, the owner, the driver, or any of their spouses or relatives to the third degree by blood or marriage shall be considered a third party.**

The following is also covered:

- **Liability if the vehicle catches fire** for damage caused to third parties as a result of a fire that originated in the insured vehicle while it was parked.
The limit of this cover is set at 600,000 euros per claim.
- **Liability for trailers and/or caravans** for damages caused to third parties as a result of towing trailers and/or caravans, **provided the total weight thereof does not exceed 750 kg and their registration number matches the insured vehicle's number.**

THE FOLLOWING IS NOT COVERED:

As well as the exclusions determined for the mandatory civil liability insurance:

- a. **Liabilities for damages caused by objects or goods being transported in the vehicle, or by those owned by the insured or by people for whom the insurer is liable, even when said damages are the result of a traffic accident.**

- b. Contractual liability.
- c. Liability arising from damages or injuries caused to people being transported in vehicles that have not been officially authorised for the transport of people, except when this occurs in the course of duty to provide help or situations of necessity.
- d. The payment of fines or sanctions imposed by the courts or relevant authorities and the consequences of the failure to pay them.
- e. Under no circumstances will the following people be considered third parties for the purposes of this cover:
 - Those whose liability is covered by this policy.
 - When the insured is a legal entity, his/her legal representatives, as well as the spouses and family members of these representatives to the third degree of blood relation or marriage.
 - The employees and wage-earners of those people whose liability is covered by this policy in incidents considered to be work accidents.
- f. Liability arising from damages caused by trailers and/or caravans coupled to the vehicle, unless the total weight of the trailers and/or caravans does not exceed 750 kg and their licence plate number coincides with that of the insured vehicle.

TYPE C: PUBLIC LIABILITY FOR CARGO AND PUBLIC LIABILITY AS A PEDESTRIAN OR THAT STEMMING FROM AMATEUR CYCLING

This cover guarantees driver and/or owner non-contractual liability for damages caused to third parties by objects or goods being transported in the insured vehicle, as well as for the loading and/or unloading thereof. **The limit of this cover is set at 100,000 euros per claim.**

Cover is also extended to the policyholder and the usual driver indicated in the policy schedule to guarantee liability stemming from being an amateur cyclist or a pedestrian whenever involved, as such, in a road-traffic accident. **The limit of this cover is set at 60,000 euros per claim.**

THE FOLLOWING INSTANCES ARE NOT COVERED:

- a. Damages caused to the actual vehicle by objects or goods being transported within.
- b. Damages suffered by people involved in loading and/or unloading objects being transported.
- c. Damages arising from the transport or handling of toxic, flammable, combustible, radioactive or explosive material, and, in general, any materials of a dangerous nature, as well as item transport that, due to specific characteristics, requires special permits for transit.
- d. Damages arising from transportation as a business activity.
- e. Professional bicycle riding.

APPLICABLE TO LIABILITY TYPES A, B AND C

Benefits from the insurer

Subject to the limits established in the schedule, the insurer shall bear the following costs:

- **Payment to the injured parties** or their assignees of the indemnities arising from the liability of the insured or driver pursuant to the terms set out herein.
- **Payment of bail bonds required by courts to guarantee the liability** of the insured or driver. **Should a court require a single bail bond to guarantee both civil and criminal liability, the insurer will deposit half of the total amount set as a guarantee for the former**, without prejudice to the terms of Article 7 (Legal Defence) below.
- **Defence of the insured:** In any legal proceeding arising from a claim included under the policy's cover, the insurer shall undertake at its own expense, except where otherwise agreed, the legal management of the defence vis-à-vis the claims of the injured party, appointing the lawyers and court attorneys to defend and represent the insured in any legal actions brought against him/her in claims for liability covered under this policy, even when said claims are groundless.

Procedure to follow in the event of a claim

(Liability, defence of the insured)

1. **Obligation to report and cooperate.** The insured must offer all necessary cooperation with regard to the insurer's legal management of his/her defence, undertaking, where necessary, to grant any powers of attorney or personal assistance that may be required.

The policyholder or the insured must, in addition, inform the insurer, as soon as possible, of any legal, out-of-court or administrative notifications received in relation to the claim, as well as of any information concerning the circumstances and consequences thereof.

In case of breach of this obligation, the right to the indemnity shall only be lost in the event of gross negligence or wilful misconduct, in which case, if the Insurer has made any payments or been obliged to make them, it may claim reimbursement of such payments from the policyholder or insured.

2. **Appeals and proceedings.** Irrespective of the ruling or result of the legal proceedings, the insurer reserves the right to decide whether or not to initiate the applicable legal appeals against it or to accept it.

If the insurer considers an appeal inadmissible, without prejudice to the possibility of filing one for reasons of urgency, it will duly inform the insured, who will be free to file it at his/her sole expense, and the insurer undertakes to reimburse the legal costs and fees for lawyers or court attorneys should the appeal succeed.

3. **Conflict of interest.** In the event of a conflict of interest between the insured and the insurer as a result of the latter's need to back interests in the claim contrary to those of the insured's defence, the insurer will duly inform the insured, without detriment to the taking of those steps that, due to their urgent nature, may be necessary for the defence. In this case, **cover shall only be provided if the insured continues to allow the insurer to handle the legal management of his/her defence.**

4. **Indemnities.** The indemnities for all damage and injuries caused to people will be calculated in accordance with the criteria and limits set forth in the appendix to the Revised Text of the Motor Vehicle Transit Liability and Insurance Act.

The insured may not negotiate, admit or reject any claim related to claims covered under this policy without authorisation from the insurer. Should he/she do so, the insurer may likewise file a claim for damages caused to it through these actions.

The insurer may, at any given time, reach a settlement with the injured parties regarding the amount of the indemnities claimed, subject to the limits of the policy's cover.

5. **Right of recourse.** The insurer may sue the policyholder, driver, owner or insured for the cost of any indemnities it has had to pay as a result of the exercise of direct action by the injured party or his/her assignees, pursuant to the terms of the revised text of the Motor Vehicle Transit Liability and Insurance Act, its rules, any other applicable legal provisions, and this contract.

3

OWN DAMAGE TO THE INSURED VEHICLE

This cover includes, subject to the limits established in the policy, partial damage or total loss of the insured vehicle as a result of an accident due to an external, sudden and immediate cause beyond the control of the driver, whether the vehicle is in transit or parked or in the process of being transported.

As a result, damages due to the following points are expressly included in the insurance cover:

- The overturning or fall of the vehicle, its collision with other vehicles or with any other moving or stationary object.
- The collapse of terrains, bridges or roadways.
- Malicious actions of third parties, provided that the insured has done everything in his/her power to avoid the execution thereof and that actions do not stem from terrorism, uprisings, insurrection, rebellion, riots, acts or actions by the armed forces or security forces and services in times of peace, the cover of which corresponds to the Insurance Compensation Consortium, in accordance with the conditions of Article 33.
- Accidents caused by material flaws, defects in the construction or poor preservation, where the insurer's covers are understood in such cases to be limited to the repair of damages caused by the accident and do not include the faulty or poorly preserved parts.
- Damages or flaws caused to the insured vehicle's interior upholstery, due to aiding accident victims, up to a maximum of 300 euros.
- The breakage of windows, with the scope and the exclusions specified in Article 6.
- Damage caused by hail or wind which is not legally considered an extraordinary risk.
- As a result of an accident, luggage or personal items of passengers in the insured vehicle are also covered, **up to a maximum of 500 euros per incident.**

Where expressly agreed in the policy schedule, the cover indicated in this article is limited to the total loss of the insured vehicle. Total loss will be determined according to the terms established in the Preliminary article – Definitions.

INDEMNITY BASED ON VALUE AS NEW IN CASE OF TOTAL LOSS

If the vehicle is less than four years old, in case of total loss the indemnity will be calculated based on the vehicle's value as new immediately prior to the occurrence of the claim (less the value of any scrap), in accordance with the following scale:

- 100% of the value as new, if the vehicle is less than two years old.
- 80% of the value as new, if the vehicle is more than two years old but less than three years old.
- 70% of the value as new, if the vehicle is more than three years old but less than four years old.

If the vehicle is over 4 years old, its actual cash value plus 30% will be indemnified (less the value of any scrap).

Improvement components and fixed components included in the vehicle when it leaves the factory, and all accessories indicated in the policy, will be indemnified as determined in the previous paragraphs.

Excess agreed to in the policy will not be deducted for insured vehicle total loss incidents.

IN THE EVENT OF PARTIAL DAMAGES

Indemnity will be paid according to the repair cost of the replacement parts, as well as the labour required for the reparation.

THE FOLLOWING IS NOT COVERED:

- a. Damages caused to the insured vehicle by towed trailers and by the objects transported therein or due to the loading or unloading of said objects.
 - b. Damages caused to the trailers being towed by the insured vehicle, as well as those caused to camper vans.
 - c. Damages caused by water freezing in the engine.
 - d. Damages affecting the tyres exclusively (covers and inner tubes), except when there is total loss of the vehicle or when the insured vehicle suffers other material damages.
 - e. Possible vehicle depreciation as a result of its repair after an incident.
 - f. Damages that may affect accessories, unless they are expressly stated in the policy schedule.
 - g. Damages caused as a result of the insured vehicle transiting through areas that are not suitable roadways, unless otherwise stated in the schedule.
 - h. Mechanical malfunctions.
 - i. Expenses to transport the damaged vehicle unless this cover has been contracted. This cover is specifically regulated by Article 11 'Roadside Assistance' and Section E 'Roadside Assistance' of Article 24 of these general conditions.
 - j. Damages affecting professional components or instruments that are transported in the vehicle.
 - k. Repair of mere wear and tear through use or insufficient upkeep, and the correction of any manufacturing or reparation flaws.
 - l. Damages affecting guaranteed luggage and personal items transported in the vehicle in excess of 500 euros per incident.
-

This cover includes, within the limits established in the policy schedule, damages that may be sustained to the insured vehicle due to fire, lightning or explosion, at all times regardless of the wishes of the driver or insured, whether the vehicle is in transit, at rest or in the process of being transported.

This insurance covers incidents caused by the following items: - Material flaws, defects in the construction or poor upkeep, where insurer covers are limited in such cases to the repair of damages caused by the accident **and do not include faulty or poorly preserved parts.**

The insurer must indemnify damages caused by fire when the fire is accidental in origin or originates due to the ill will of others or negligence on one's own part or that of those who are liable.

The insurer will not be obliged to indemnify damage caused by fire when the fire is caused through gross negligence or wilful misconduct by the insured, policyholder or driver of the vehicle.

The insurer will indemnify all damages and material losses sustained to the vehicle due to the direct action of the fire, as well as those caused by the inevitable consequences of the fire, and, in particular, damages caused by necessary measures taken by the authorities, the policyholder, the insured or the driver to prevent, block or extinguish the fire, including any expenses incurred by applying these measures.

Luggage and personal items of passengers in the insured vehicle are also covered **for up to a maximum of 500 euros per incident** in the event of an accident.

Total loss will be determined according to the terms established in the Preliminary article – Definitions.

INDEMNITY BASED ON VALUE AS NEW IN THE EVENT OF TOTAL LOSS

In the event of total loss of a vehicle that is less than four years old, indemnity will be calculated based on the vehicle's value as new immediately prior to the occurrence of the incident (deducting the value of the wreckage), in accordance with the following scale:

- 100% of the value as new if the vehicle is less than 2 years old.
- 80% of the value as new if the vehicle is over 2 years old but less than 3 years old.
- 70% of the value as new if the vehicle is over 3 years old but less than 4 years old.

If the vehicle is over 4 years old, its actual cash value plus 30% will be indemnified (less the value of any scrap). Improvement components and fixed components included in the vehicle when it leaves the factory, and all accessories indicated in the policy, will be indemnified as determined in the previous paragraphs.

IN THE EVENT OF PARTIAL DAMAGES

Indemnity will be paid according to the repair cost of the replacement parts, as well as the labour required for the reparation.

THE FOLLOWING IS NOT COVERED:

- a. Damages caused to the vehicle due to transported objects or by loading or unloading these objects, and damages caused to any trailers being towed by the insured vehicle.

- b. Damages caused by seismic, atmospheric or thermal phenomena, except for lightning.
- c. Damages affecting tyres, except when the insured vehicle suffers other material damages.
- d. Damages affecting accessories, unless they are expressly stated in the policy schedule.
- e. Expenses to transport the damaged vehicle unless this cover has been contracted. This cover is specifically regulated by article 11 'Roadside Assistance' and section E 'Roadside Assistance' of Article 24 of these general conditions.
- f. Possible vehicle depreciation as a result of its repair after an incident.
- g. Damages affecting professional components or instruments that are transported in the vehicle.
- h. Damages affecting guaranteed luggage and personal items transported in the vehicle in excess of 500 euros per incident.

5

THEFT OF THE INSURED VEHICLE

This cover includes damage to or loss of the insured vehicle and its components due to its unlawful removal or an attempt thereof, by third parties. Thus, it expressly includes theft, theft with violence and intimidation, larceny and unauthorised use according to the provisions of the Preliminary Article - Definitions.

A. UNLAWFUL REMOVAL OF THE ENTIRE VEHICLE OR ALL OF ITS TYRES

If the entire vehicle or all of its tyres are stolen, indemnity will be calculated based on the vehicle's value as new immediately prior to the occurrence of the incident, in accordance with the following scale:

- 100% of the value as new if the vehicle is less than 2 years old.
- 80% of the value as new if the vehicle is over 2 years old but less than 3 years old.
- 70% of the value as new if the vehicle is over 3 years old but less than 4 years old.

If the vehicle is over 4 years old, indemnity will be provided for its actual cash value plus 30%.

Improvement components and fixed components included in the vehicle when it leaves the factory, and all accessories indicated in the policy, will be indemnified as determined in the previous paragraphs.

Total theft of tyres shall be understood as the theft, in a single incident, of all of the vehicle's tyres with or without the spare.

B. UNLAWFUL REMOVAL OF FIXED COMPONENTS

If the removed items are fixed components installed in the vehicle when it left the factory or accessories which are expressly listed as such in the policy schedule, they shall be

indemnified for 100% of their value as new, **except for batteries and tyres, which will be indemnified at 80% of their value as new.**

In the event of the unlawful removal of accessories that are radio, telephone, satellite navigation, reproduction, sound and/or image recording devices which are part of the vehicle's fixed installation, indemnity is guaranteed as indicated in the previous paragraph, **provided they are subsequently replaced, with expert verification by the insurer. Indemnity will only be provided once during the annual contract period.**

C. DAMAGES TO THE INSURED VEHICLE DUE TO UNLAWFUL REMOVAL

The insurer also covers 100% of the damages caused to the insured vehicle when it is in possession of others due to theft, and damages caused due to the attempted robbery thereof.

If, as a result of unlawful removal, damages are deemed to represent total loss of the vehicle (according to the total loss terms outlined in the 'Preliminary Article - Definitions'), indemnity is paid pursuant to provisions indicated in Section A of the aforementioned article.

Luggage and personal items of passengers in the insured vehicle are also covered **for up to a maximum of 500 euros per incident** in the event of an accident.

Effects of the recovery of the stolen vehicle

If the stolen vehicle is recovered within a period of 40 days following the report to the insurer, the insured will be obliged to admit its return.

At the time of the indemnity, the insured undertakes to sign and send any documents that may be required to transfer ownership of the vehicle to the insurer if the vehicle appears after the payment of the indemnity. The insured can recover his/her vehicle within 15 days following communication of the recovery, after reimbursing the insurer for any indemnity received.

If, as a result of attempted unlawful removal, damages are deemed to represent total loss of the vehicle (according to the total loss terms outlined in the Preliminary Article - Definitions), indemnity is paid pursuant to provisions previously indicated in section A of this article.

THE FOLLOWING IS NOT COVERED:

- a. **Removal due to gross negligence by the insured, policyholder or driver, or their dependants or people living with them.**
- b. **Thefts where perpetrators or accomplices are relatives of the insured or policyholder, to the third degree of blood relation or marriage, or are dependants or employees of either, provided the parties depend on or live with them.**
- c. **Trailers towed by the insured vehicle.**
- d. **Theft or attempted robbery of accessories, unless they are expressly declared in the policy schedule. Under no circumstances will accessories that are not permanently affixed to the insured vehicle be covered, such as keys or remote openers.**
- e. **Theft or damages arising from theft or attempted robbery of covered luggage and personal effects being transported in the vehicle, in excess of 500 euros per incident.**
- f. **Theft or damages due to theft or attempted robbery affecting professional items or tools transported in the vehicle.**

- g. Theft that is not reported to the Police. The insured must also provide the insurer with a copy of the police report.
- h. Theft with violence cover is limited to actions carried out by persons other than those included in the rental contract. Lessees who do not return the vehicle are not deemed to have committed unlawful removal.

6

BROKEN AUTO GLASS

In case of broken auto glass, the insurer will pay for the cost of the replacement and installation of the glass and its accessories. To this end, broken shall be understood to mean total or partial damage of the glass, rendering it unserviceable, due to an accidental, sudden cause beyond the control of the owner or driver of the vehicle or the policyholder.

The repair of damage caused to the vehicle's front windscreen is likewise covered when the nature and extent of the damage so allows.

THE FOLLOWING IS NOT COVERED:

- a. Glass broken due to faulty installations or occurring during installation work.
- b. Flaws or cracks sustained to headlights, rear lights, blinkers, mirrors or any other glass objects which are not screens.
- c. Any trailer windows that the insured vehicle may be towing, or in tents with regard to camper vans.
- d. Indemnity payments if no replacement or reparation work has been carried out.

7

LEGAL DEFENCE

Management of legal defence

The management of this class of legal defence insurance will be handled by personnel linked to the insurer by employment or trade who do not exercise similar activities with regard to any other class of insurance sold by the insurer or for any other insurer operating in any class of insurance other than life insurance that has financial, commercial or administrative ties with the insurer for this insurance, irrespective of whether or not it is specialised in said class of insurance.

A. LEGAL DEFENCE

1. Object and scope of the insurance

Under this cover, the insurer will undertake the defence of the insured, understood as the driver of the vehicle or any other driver authorized by him/her in the event of a traffic accident, **in legal proceedings** brought against him/her, expressly including the following:

- The personal defence of the insured by lawyers or court attorneys, **where necessary**. This includes the fees and expenses for the lawyer, notary services and the granting of any powers of attorney required for the proceedings, as well as for certificates,

summonses and other acts required for the defence of the insured's interests. **If the lawyer or court attorney is freely chosen (section 3), this benefit will be limited to a maximum of 3,000 euros per claim.**

- The necessary fees and expenses for loss adjusters, **provided they have been expressly authorized by the insurer.**
- In criminal proceedings, payment of the bail bonds required for the release of the insured on bail, **up to a maximum limit of 35,000 euros per claim.**
- **The bail bond provided by the insurer will be used, at the end of the proceedings, to meet legal costs of a criminal order, but not for personal sanctions, fines or indemnities to third parties for liability.**

2. Procedure to follow in case of claim

Should a claim covered by the policy's Legal Defence cover occur, the insured must inform the insurer of the occurrence as soon as possible and provide all types of information with regard to the circumstances and consequences of same. Likewise, s/he must notify the insurer of any out-of-court claims, lawsuits, formal complaints, citations or court notifications or summonses received by the policyholder, insured, owner, driver or any other person occupying a seat in the insured vehicle at the time of the accident.

The insurer will propose lawyers and court attorneys to manage the criminal defence of the insured and will bear the full cost of their fees and expenses, as set out in the foregoing section. Should the insured wish to entrust the defence of his/her interests to a lawyer of his/her own choosing, s/he must notify the insurer to this end and the terms of section 3 below will apply.

When the urgent intervention of a lawyer or court attorney is required before the claim is reported, the insurer shall likewise bear the cost of the expenses and fees derived from these services.

Should a conflict of interest arise between the parties, the insurer shall inform the insured, so that the latter may decide whether to appoint freely chosen professionals or those selected by the insurer for his/her defence.

3. Choice of lawyer or court attorney

The insured may freely choose a court attorney, **where the services of such are necessary**, and lawyer to represent and defend him/her in any type of proceeding.

Before making the appointment, the insured will notify the insurer of the names of the lawyer and court attorney s/he has chosen.

If the lawyer or court attorney chosen by the insured does not reside in the judicial district where the proceedings are to take place, any travel expenses and fees included by the professional on his/her bill shall be for the account of the insured.

The professionals chosen by the insured will have complete freedom in the technical management of the affairs entrusted to them by the insured and will not depend on instructions from the insurer, which shall not be liable for their performance or the result of the affair or proceeding.

4. Payment of fees

The insurer will bear the cost of the fees of the lawyer who defends the insured, subject to the rules laid down by the Spanish General Council of Lawyers and, where such rules

do not exist, to the rules of the respective Autonomous Community or, in the absence thereof, to the rules of the respective bar. **The guidelines regarding fees shall be considered as the maximum limit on the obligation of the insurer.**

Should the insured have exercised his/her right to freely choose a lawyer or court attorney as set forth in section 3 above, **the maximum limit shall be 3,000 euros per claim.**

The defence and bail expenses derived from liability will be governed by the terms of the “Benefits from the insurer” section of Article 2 above.

5. Disagreement with the processing of a claim

Should the insurer, considering that there exists no reasonable chance for success, decide not to bring a lawsuit or process an appeal, it shall communicate this to the insured.

The insured will be entitled, up to a limit of 3,000 euros per loss, to the reimbursement of the expenses incurred in lawsuits and appeals processed in discrepancy with the insurer, and even in discrepancy with the arbitration, should s/he obtain a more beneficial result on his/her own account.

Any differences that may arise between the insured and the insurer regarding the interpretation of the contract may be submitted to arbitration.

Arbitrators may not be appointed before the issue in dispute has arisen.

6. Payments not covered

THE FOLLOWING IS NOT COVERED:

- a. Indemnities, fines or sanctions imposed upon the insured.
- b. Taxes and other fiscal payments required for the submission of public or private documents to official bodies.
- c. Expenses incurred from any joinder or legal counterclaim concerning matters not included in the guaranteed covers

B. CLAIM FOR DAMAGES

Under this cover, the insurer guarantees amicable or legal claims for damages lodged against third parties liable for indemnities owed to the insured for bodily injuries and material damage sustained as a direct result of road-traffic accidents, subject to the set limits and up to the maximum amount set forth in these general conditions.

For the purposes of this cover, the following definitions shall apply:

- **Insured party:** The policyholder, the vehicle’s owner and/or the authorised driver.

Benefits from the insurer

1. Claims for bodily injuries

Claims lodged against liable third parties for indemnities payable to the insured in cases of injury or death due to a traffic accident when s/he is acting in his/her capacity as the driver of the insured vehicle stipulated in the policy schedule.

Claims lodged against liable third parties for indemnities payable to the insured or to his/her direct family members, **provided they live with him/her**, in cases of injury or death due to a traffic accident when they are acting in their capacity as pedestrians.

Defence of the legal interests of users of the insured vehicle when lodging claims against liable third parties for indemnities payable to said users or, where applicable, to their family members, heirs or injured parties in cases of injury or death due to a traffic accident.

Claims against the policyholder, insured or driver and against the insurer itself are excluded.

2. Claims for material damage

Claims lodged against third parties for those indemnities for damages sustained to the insured vehicle and/or trailer with the same registration number as the insured vehicle as a result of a road-traffic accident.

This cover includes claims against liable third parties for the cost of damage to the insured vehicle as a result of events unrelated to transit, such as the collapse of building works, explosions, fire or other similar events, **provided there is no contractual relationship whatsoever between the insured and the party liable for the damage.**

Claims lodged against liable third parties for material damage caused to goods transported in the insured vehicle, as well as for damage to personal items and objects carried onboard, as a result of traffic accidents.

Should the insurer and the insured lodge concurrent claims against liable third parties, the amount awarded will be divided between them in proportion to their respective interests.

The insured expressly authorizes the insurer and its legal representatives to receive directly any indemnities that, under this cover, may be obtained in his/her favour, whether through settlement or judicial decision, without detriment to the subsequent payment thereof.

3. Limits

Should a lawyer and court attorney be chosen in accordance with terms of Article 7, section 3, **cover will be limited to a maximum of 3,000 euros per claim.**

In the event of multiple lawsuits arising from a single cause, all suits will be considered as a single claim.

4. Advances on indemnities

This cover includes the advance payment to the insured of **up to a maximum of 7,000 euros** for material damage caused to the insured vehicle by the actions or omissions of third parties, provided the opponent's insurance company has provided its written consent or a final and binding judgment has been handed down finding the other insurer or, in the absence thereof, the Insurance Compensation Consortium to be the directly liable party.

5. Insolvency

If, as a result of the legal claim carried out in the name of the insured, a Spanish court passes a final, enforceable ruling, and this ruling may not be executed, the insurer will pay the insured the indemnity for material damage caused to the insured vehicle recognised in the ruling, **excluding the interests and all other damage recognised in the ruling, in the amounts and cases not covered by the mandatory vehicle insurance and up to a maximum of 12,000 euros per claim.**

If there were seized goods which did not cover the total sum of the indemnity granted for material damage caused to the insured vehicle, the insurer will account for the difference, up to the limit and according to the terms established previously.

Where applicable, the indemnity will come into effect after recovering the portion due from the Insurance Compensation Consortium, or after receiving payment of the amount obtained from the seized goods.

6. Generally applicable rules

The terms of the following sections shall apply to the Damage Claims cover: sections 3 (Choice of lawyer and court attorney), 4 (Payment of fees), 5 (Disagreement with the processing of a claim), and 6 (Payments not covered) of Article 7 (Legal defence).

C. LEGAL ASSISTANCE FOR ADMINISTRATIVE TRAFFIC, TRANSIT AND ROAD SAFETY OFFENCES

Under this cover, the insurer will provide the insured with the following services:

Legal consultations by telephone, including assessment of all types of issues related to the imposition of administrative sanctions in traffic matters in general or to penalty proceedings already in progress.

Preparation of reports on the advisability of appealing an imposed sanction, to which end, upon receiving a question related to a proceeding in progress or the documentation sent, at the request of the insured, it will proceed to issue a copy of said duly argued reports.

Drafting of notices of opposition, defence depositions and appeals to higher courts, as well as any other type of document that must be furnished for the administrative penalty proceeding.

Submission of documents. Once the necessary paperwork has been received from the insured, the insurer will draw up the necessary documents, sign them and, where applicable, see to their submission, with the exception of the receipt of the notification of decisions, which must legally be received by the insured.

Telephone assistance in the event of a lost driving licence or the loss of points. Legal advice concerning traffic violations resulting in the loss of driving licence points. The service will be available from 9 a.m. to 9 p.m., Monday through Friday.

The territorial scope of this cover is limited to Spanish territory.

For the provision of these covers, the insurer offers its clients the customer service phone numbers indicated on the card. In the event of inexcusable failure to use these numbers, the insurer will not be liable for the claim.

Under no circumstances shall the insurer be liable for the monetary amount of these sanctions. This notwithstanding, the insurer will process the payment of the corresponding sanction, if the insured so requests and provides the necessary funds.

The benefits from the insurer shall be limited to administrative proceedings. All other legal proceedings are expressly excluded.

For the purposes of this cover, the following definitions shall apply:

■ **Accidental death:** The death of the insured as a result of a traffic accident or as a direct and verified result of the wounds and/or injuries sustained from same.

■ **Accidental permanent disability:** Loss of physical capacity by the insured as a result of a traffic accident causing the anatomical loss or absolute and permanent loss of use of his/her limbs or organs. Permanent disability may be total or partial.

Total permanent disability shall be understood to mean solely the loss of both feet, both arms or both hands, of one arm and one leg and one hand and one foot, complete paralysis, total blindness and/or total and incurable insanity. At all times, only the aforementioned sequelae will be considered as total permanent disability, irrespective of the profession of the insured and/or of any administrative resolution or medical definition.

Should this cover be limited in the schedule to accidents exclusively involving **the driver**, any driver involved in a traffic accident while driving the insured vehicle shall be considered as **insured, providing s/he holds the legally required driving licence at that time.**

This cover applies to the insured as the driver of the insured vehicle and/or the individuals in the vehicle as passengers, as set out in the schedule, based on the following covers:

1. Accidental death.
2. Accidental permanent disability.
3. Health care expenses arising from accidents.

1. Death due to an accident

If the insured dies as a direct result of an accident covered by the policy which occurs during its validity period and the death occurs within two years from the date of the accident, the insurer shall indemnify the beneficiaries expressly designated by the insured (or his/her legal heirs, if no express designation was made) for 100% of the sum insured indicated in the policy schedule for this cover. They can immediately have an advance of up to 3,000 euros from the payment of the sum insured to account for the expenses deriving from the death.

Where applicable, any payments made previously by the insurer as indemnities for permanent disability caused by the same accident will be deducted from the sum to be received by the beneficiary.

2. Permanent disability due to an accidental

If the insured is the victim of an accident covered by the policy that occurs during its validity period and, as a result, suffers permanent, total or partial disability declared within a period of two years from the date of the accident, the insurer will indemnify him/her for **100% of the sum insured, after deducting any payments that might have been made as indemnities for permanent partial disability.**

If the insured is the victim of an accident covered by the policy and is rendered permanently partially disabled as a result, the insurer will pay him/her the

indemnities specified below, expressed as percentages of the sum insured for this cover in the policy schedule.

Partial permanent disability will be assessed according to the following scale:

If the insured is left-handed, the percentages indicated above for upper right-side limbs will be applicable to the left-side ones and vice versa.

The loss of a phalanx of a thumb or big toe will be indemnified with half of the indicated percentage; the loss of a phalanx of any other finger or toe will be indemnified with one third of the percentage established for the total loss of the digit in question.

The absolute and permanent loss of the use of a limb shall be considered as equivalent to the total loss thereof.

Should the insured suffer, in a single accident, more than one of the injuries listed above, the insurer will indemnify him/her for each injured limb or organ at the established rate of the sum insured; however, in no case may the total indemnity exceed 100% of the sum insured for disability.

Should the insured suffer various partial sequelae in a single limb, the total indemnity may never exceed the percentage established for the total loss of the limb in question.

Those cases of permanent disability not expressly listed in the scale above shall be indemnified by analogy with those that are. At all times, the degree of disability will be established irrespective of the insured's occupation.

Should the insured present impairments or sequelae upon contracting the policy or during its period of cover, if their origin cannot be traced to an accident in which s/he is involved as a passenger of the insured vehicle, the indemnity for disability will be calculated based on the injuries truly sustained, and those organs or limbs that were already impaired prior to the accident will not be considered as affected.

For residual injuries that can be corrected with prostheses, the insurer will pay for the cost of the first orthopaedic prosthesis given to the insured for up to a maximum of 10% of the sum insured for permanent disability indicated in the schedule. Other prosthetic or orthopaedic elements, such as crutches, canes, cervical collars, knee braces, bandages and/or wheelchairs, are covered up to a limit of 1,000 euros per insured.

	Porcentaje	
Complete loss of mobility and function of the vertebral column:		
- Complete loss of mobility and function of the cervical vertebrae		30%
- Complete loss of mobility and function of the dorsal vertebrae		20%
- Complete loss of mobility and function of the lumbar vertebrae		30%
- Hernia or disc disorder		7%
	Right	Left
Total loss of a single arm or single hand	60%	50%
Total loss of all fingers on a hand or of the thumb and an index finger, jointly	40%	30%
Total loss of just the thumb	22%	18%

Total loss of just the index finger	15%	12%
Total loss of three fingers, including the thumb	38%	30%
Total loss of three fingers, including the index finger	31%	24%
Total loss of one finger that is not the thumb or index finger	10%	8%
Total loss of movement of one shoulder	25%	20%
Total loss of movement in the elbow or wrist	20%	15%
Total loss of a leg above the knee		50%
Total loss of a leg at or below the knee		40%
Total loss of a big toe		10%
Total loss of one of the other toes		5%
Total loss of movement in one hip or one knee		20%
Total loss of an eye or a fifty percent reduction in binocular vision		30%
Shortening of a leg by at least 5 cm		15%
Non-union fracture of one leg or foot		35%
Non-union fracture of the kneecap		25%
Ablation of the lower jaw		30%
Complete deafness in both ears		50%
Complete deafness in just one ear		15%

3. Health care expenses arising from an accident

- For a **maximum period of one year** from the date of occurrence of an accident covered under this policy and occurring within the period of insurance, the insurer will bear the following costs:
- The medical, pharmaceutical, hospitalisation and treatment expenses, if care is provided in Spain by physicians and/or clinics designated by the insurer.
- The insurer designates all clinics and hospitals recognised by the Insurance Compensation Consortium within the scope of both public and private health care, and any other centres with which a care agreement has been signed.
- If the insured is attended to by physicians or at clinics in a foreign country, or if s/he sees physicians or goes to clinics of his/her own choosing in Spain, the insurer will only be liable **up to the limit established in the schedule for the insured sum** for this cover, which comprises all treatment expenses, including those for hospitalisation, **up to a maximum of 200 euros per day.**
- Regardless of the cover indicated in the previous sections, the insurer will be responsible for expenses arising from:
 - The urgent transport of the injured party to the nearest health care centre immediately after the accident.
 - Ambulance transportation immediately after the accident occurs and, subsequently, **whenever necessary as prescribed medically.**
 - The first acquisition of any prostheses, glasses, hearing aids and orthopaedic apparatuses that may be necessary as a result of the accident and/or repair or replacement (value as

new) of the same should they have been damaged or destroyed. **This cover is limited to 700 euros per incident.**

THE FOLLOWING IS NOT COVERED:

For sections 1, 2 and 3 above.

- a. Accidents unrelated to the condition of the passenger of the insured vehicle, and those not produced by a traffic incident.
- b. Accidents resulting from sport competitions, wagers, challenges or exploratory expeditions.
- c. Aesthetic sequelae.

9

PERSONAL ACCIDENT COVER FOR DRIVER: FIXED SUM PLUS ANNUITY

For the purposes of this cover, the following definitions shall apply:

■ **Insured:** The vehicle driver that suffers a traffic accident while driving the insured vehicle, provided s/he holds the regulation driving licence.

Permanent total disability only refers to the loss of both feet, both arms or both hands, of one arm and one leg and one hand and one foot, complete paralysis, total blindness and/or total and incurable insanity. Under all circumstances, permanent total disability only refers to the aforementioned effects, regardless of the insured's profession and/or any administrative decision or medical classification.

- In the event of death of the insured driver, the insurer will indemnify the beneficiaries expressly designated by the insured (or his/her legal heirs, should there exist no express designation) with the payment of the fixed sum set out in the schedule, as well as the payment of the monthly annuity also designated in the schedule, **for up to a maximum of 24 monthly payments.**
- Should the insured driver sustain permanent total disability, the insurer will indemnify him/her with the payment of the fixed sum set out in the schedule, as well as the payment of the monthly annuity designated in the schedule **for up to a maximum of 24 monthly payments.**

THE FOLLOWING IS NOT COVERED:

- a. Accidents involving the driver of the vehicle that do not lead to his/her death or permanent total disability.
- b. Accidents unrelated to driving the insured vehicle.
- c. Accidents resulting from sport competitions, wagers, challenges or exploratory expeditions.

Condition of the insured: For the purposes of this cover, the insured will be considered the regular driver entered in the policy schedule. If the insurance policyholder is a legal entity, the insured will be the authorised driver and, unless agreed otherwise, the insurance policyholder will be the beneficiary of the resulting indemnities.

Conditions the sanctions must meet: Sanctions that lead to benefits must have been committed with the vehicle entered into the schedule on Spanish territory within the validity period of the guarantee and caused by motives other than driving under the influence of alcohol, narcotic drugs, toxic drugs or psychotropic substances, and other similar substances or refusing to use a device to check blood alcohol level.

Scope of the cover: The insurer shall cover the payment of the indemnity set out in the schedule when the insured's driving licence is suspended due to:

- Temporary suspension of the driving licence, when ordered in a final judgement or government resolution provided that it results from using the insured vehicle.

The indemnity will include the payment of a monthly amount set out in the policy schedule over the period of the suspension which in no case will exceed 24 monthly payments from the date of the binding notification.

- Revocation of the driving licence caused by a loss of the total number of points due to an administrative sanction. The indemnity will include the payment of a monthly amount set out in the policy schedule for a maximum of six months from the date of the sanction notification. If the insured loses the all his/her points in circumstances that do not fulfil these conditions, the economic benefit will decrease in the proportion resulting from the points subtracted when the circumstances do not meet these conditions and the total number of points.

The insured will provide the insurer with the required information about legal or administrative actions that may lead to his/her driving licence being suspended or revoked, and on its restitution.

THE FOLLOWING IS NOT COVERED:

- a. Suspension of the driving licence due to events occurring before the suspension becomes effective.
 - b. Suspension of the driving licence for violation of previous orders of suspension or for abandonment of victims and failure to provide aid.
 - c. The loss of validity of the driving licence due to the loss of the physical or mental skills or abilities, or the required knowledge.
 - d. Suspension of the driving licence arising from crimes relating to road safety or recklessness.
-

11 ROADSIDE ASSISTANCE

DEFINITIONS

The following definitions shall apply in this cover:

■ **Insured vehicle:** The vehicle entered in the schedule weighing under 3,500 kg and, where applicable, the caravan or trailer provided that the registration number matches the number of the insured vehicle.

■ **Territorial scope:** The cover of this insurance is valid, for persons anywhere in the world, and for the vehicle in Europe and other countries that border the Mediterranean sea, subject to the limits set out in this policy.

The cover in this policy will be applicable from km 0, that is from the insured's own place of residence.

11.1. Assistance for the vehicle and its passengers

For claims deriving from the use of the vehicle, the driver and the passengers will be insured provided they are being transported free of charge.

1. Choice of mechanical assistance or towing for the vehicle from km "0" (the residence)

If, due to a malfunction, window breakage or accident, the vehicle becomes immobilised, the insurer will provide the emergency mechanical assistance needed in order for the insured to be able to continue the trip. This assistance is limited to a maximum of 60 minutes.

The cost of replacement parts must be borne by the insured.

However, if the vehicle cannot be repaired in the same place where the incident occurred, the insurer shall organise and arrange the transport thereof.

In Spain, France, Portugal and Andorra, this transport will be to the workshop chosen by the insured, with the insurer covering the costs of towing the vehicle to the workshop.

If the claim or malfunction occurs in a country other than those previously mentioned, the insurer shall bear the costs of towing the vehicle to the nearest official workshop of the vehicle's make or to the workshop of its choice, provided that it is at an equal or shorter distance, with a maximum limit of 100 km.

The insurer reserves the right to use the most appropriate means to transport the vehicle, the availability and the guarantee of continuity of service in the area being the determining factors.

Off-road towing of all-terrain and immobilised vehicles is covered provided it is possible by ordinary means.

2. Rescue starting at "0" km from the residence

The insurer will pay for the service to rescue or salvage insured vehicles that, while driving on ordinary roadways, due to having overturned or fallen to a different level, are impossible to drive or tow, up to a limit of 600 euros.

3. Benefits for the insured in case of immobilisation of the vehicle due to malfunction or accident

Hotel expenses

When the repair of the immobilised vehicle cannot be made on the same day and the duration of the repair is greater than two hours according to the constructor's guidelines, the insurer, while waiting for the repair, will bear the cost of bed and breakfast in a hotel where the insured vehicle is located. The hotel will have three stars or the equivalent thereof in Spain and four stars or the equivalent abroad, or will cost 61 euros per person, until the vehicle has been repaired, up to a maximum of four nights.

Transportation or repatriation of the insureds

If the immobilisation of the vehicle lasts more than one day (or night), and provided that the insured is not making use of "Hotel expenses", the insurer will bear the costs of the transportation (aeroplane, train and bus tickets) of the insured parties to their place of residence, or, by their choice, to the destination of their trip, as long as the cost does not exceed that of the return trip home, or it will place a rental vehicle at the disposal of the insured parties for up to a maximum cost of 300 euros (subject to existing availability and compliance with the conditions of the rental contract). The rental vehicle option is not applicable to vehicles used for the public transportation of people.

4. Benefits for the insureds in case of theft with violence of the vehicle

The benefits described in the previous paragraph will be applicable if the vehicle is stolen from the moment it is reported to the relevant authorities.

5. Transport or repatriation of the damaged or stolen vehicle

When, in accordance with the manufacturer's guidelines, the vehicle's repair requires more than 8 hours or more than 3 days of immobilisation or in the case of theft with violence if the vehicle is recovered after the insured returns to his/her place of residence, the insurer will bear the following costs:

The expenses for transporting the vehicle to the residence of the insured

If the actual cash value of the insured vehicle on the Spanish market, before the accident or malfunction, was less than the cost of the repairs to be made, also in Spain, the insurer will bear only those costs for the legal abandonment of the vehicle in the place where it is located and, if in Spain, will proceed to transport it to the nearest scrapyard.

Expenses incurred for board and lodging or safekeeping in relation to the transported vehicle up to a maximum of 160 euros.

The insurer will only bear the transport expenses, excluding all others (shipment of baggage, repairs made, etc.).

6. Transportation of the insured to pick up the repaired vehicle

Once the insured vehicle has been repaired in the place where the malfunction or accident occurred or, in the case of theft with violence, once it has been recovered in roadworthy conditions, and provided the insured has not made use of the cover granted under the foregoing section, the insurer will bear the transportation costs (aeroplane or first-class train ticket or rental vehicle) for the insured or the person s/he may designate to pick up the vehicle.

7. Sending a professional chauffeur

The insurer will send a professional driver to transport the insured vehicle and its passengers to the residence of the insured or his/her destination by his/her choice, as long as the days used to do so are the same if, due to serious illness, accident or death, the insured has been moved or has been incapacitated to drive and no other passenger can take his/her place as driver.

The insurer will bear only the expenses incurred for the chauffeur, excluding all others (fuel, vehicle maintenance, tolls, hotel and restaurant expenses for the insured and/or passengers, etc.).

8. Sending replacement parts

If the insured vehicle, as a result of an accident or malfunction, requires replacement parts that are not available in the area where it occurred, the insurer will arrange to send these parts and cover the transportation expenses.

The insured, at the end of his/her journey, will reimburse the insurer for any advances the latter may have made to purchase parts or for the payment of customs duties.

9. Obtaining and sending copies of keys

In the event of the loss or removal of the keys to the insured vehicle, the insurer will endeavour, by all available means, to obtain copies of the keys and send them as quickly as possible to the insured, wherever s/he might be.

10. Legal defence in the event of a road-traffic accident abroad

If, due to a road-traffic accident that occurs abroad, civil or criminal proceedings are brought against the insured, the insurer will bear the cost of the insured's legal defence up to a **maximum sum of 1,250 euros**.

11. Advance of criminal bail bonds abroad

This cover includes, as an advance payment on behalf of the insured, the posting of a criminal bail bond to achieve the release on bail of the insured or ensure his/her presence at the trial.

In this case, the insured must sign a document recognising the debt, undertaking to reimburse the sum within the two months following his/her return to his/her residence or, at all times, within three months of having made the request.

The maximum sum to be paid in advance for this purpose is 6,100 euros.

The insurer reserves the right to request the insured for some sort of bank or other guarantee to ensure the advanced amount is repaid.

12. Advance of funds abroad

If, on a trip abroad with the insured vehicle, the insured finds him/herself without money in cash due to theft with violence, the loss of luggage, illness or accident, or if the vehicle breaks down and the insured requires funds to pay for its repair, the insurer will arrange to send **up to 1,550 euros** so that he/she can make the necessary payments. This sum must have been deposited previously at the domicile of the insurer by a third party.

THE FOLLOWING IS NOT COVERED:

- a. **Restaurant and hotel expenses, except where expressly provided for in the foregoing articles, and expenses for petrol, repairs to the vehicle, the theft of luggage or materials, personal items or the vehicle's built-in accessories.**
- b. **The expenses of taxis, except for those provided in Cover 4 – Transportation or repatriation of the insureds, or of those expressly authorised by the insurer.**
- c. **Benefits for hitch-hiking passengers.**
- d. **Benefits for vehicles that have been abandoned.**

13. Cause of immobilisation

The policy will cover immobilisations caused by malfunctions, accidents, punctures, using the wrong petrol, running out of petrol, locking keys inside the vehicle, which prevent the normal operation of the vehicle.

11.2. Assistance to persons

The cover listed below will be available to the motor insurance policyholder, his/her spouse and offspring and other family members living with him/her.

The cover described will be valid during the policy validity period and for all travels performed by the insured individuals in Spain and abroad, provided that the time spent away from the address listed in the policy does not exceed 90 days per trip.

1. Medical transportation and repatriation of injured or ill individuals

If the insured suffers from an illness or accident whose treatment requires, according to medical opinion, his/her medical transportation, the insurer will bear its cost of by the most appropriate means, including medical monitoring where necessary, to a hospital equipped with the necessary facilities.

If the hospitalisation occurs in a place far from the residence of the insured, the insurer will likewise bear the cost of transportation to his/her residence as soon as the insured can be moved.

A special air ambulance will be the means of transportation used in Europe and countries bordering the Mediterranean if the urgency and seriousness of the case require it.

In other cases, or in the rest of the world, the transportation will be arranged via a regular aeroplane or by the swiftest and most appropriate means, depending on the circumstances.

2. Transportation or repatriation of the insureds

When, in application of the cover set out in the preceding section, one of the insured individuals has been repatriated or transported and this prevents the other insured individuals to continue their journey by the initially planned means, the insurer will bear the cost of their transportation to their residence or the place of hospitalisation.

3. Transportation or repatriation of minors

If the insured dies or is transported to a hospital as a result of an accident or unforeseeable illness during a trip, and if s/he was travelling with children under the age of 18 or persons who, due to their age or state of health, require special attention, if none of the parties accompanying them, where applicable, can take responsibility for them, the insurer will bear the cost of a return ticket in the means of transportation deemed most appropriate, for a family member or an attendant to fetch and escort them on their return to their regular residence in Spain, as well as the cost of their return tickets.

4. Remote medical advice

If an insured party suffers from a serious illness or is injured, the insurer will provide medical advice, alongside the attending doctor, to decide on the best treatment to follow, and the most suitable transfer method of the injured or ill party if necessary.

5. Travel for a family member in case of hospitalisation

If the condition of the ill or injured insured party requires his/her hospitalisation for a period of over five days, the insurer will provide one of his/her family members, or such person as s/he may designate, with a return trip ticket for the most appropriate means of transportation so that this person can escort the insured on the return trip to his/her place of residence.

Likewise, the insurer will bear the cost of this person's bed and breakfast at a hotel where the injured or ill insured party is found. This hotel shall be three stars or the equivalent in Spain and four stars or the equivalent abroad, until the hospitalisation of the insured has ended, or of the accommodation due to the extension of the stay, for a maximum period of ten days.

6. Accommodation expenses for other insured individuals

If the insured suffers an illness or accident and requires hospitalisation, the insurer will bear the cost of the bed and breakfast expenses of the other insured parties in a three-star or equivalent hotel in Spain and a four-star or equivalent hotel abroad until the hospitalisation of the insured has ended, or of the accommodation due to the extension of the stay, **for a maximum period of ten days.**

7. Medical, surgical, pharmaceutical and hospitalisation costs while abroad

If, as a result of an illness or accident, the insured requires medical, surgical or hospital care, the insurer will bear the following costs:

- Medical and surgical expenses and fees.
- Pharmaceuticals prescribed by a doctor.
- Hospitalisation expenses.

The maximum sum covered by the insurer for all expenses abroad is **6,100 euros**.
Dental expenses are limited, at all times, to 300 euros or their equivalent in the local currency.

8. Sending medication

When an insured follows a medical treatment and s/he forgets his/her medication at his/her residence or loses it during his/her trip, and when this medicine is difficult or impossible to find where the insured is, the insurer will carry out the necessary steps to obtain the medication and ensure that it reaches the insured by the most appropriate means. Only the sending costs are covered. When in his/her residence, the insured must reimburse the insurer for the cost of the medication s/he received.

9. Convalescence at a hotel

If the ill or injured insured party cannot return to his/her residence due to a doctor's orders, the insurer will bear the costs of any bed and breakfast expenses caused by the extension of his/her stay at a three-star hotel or the equivalent in Spain, or a four-star hotel or the equivalent abroad, after being hospitalised and before medical authorisation to leave is granted, up to a maximum period of 10 days.

10. Transportation or repatriation of the deceased and of accompanying insureds

In the event of the death of the insured, the insurer will arrange for and bear the costs of transporting his/her body to the site of burial in Spain.

Post-mortem expenses (such as embalming and the obligatory coffin for transportation) will be covered according to legal requirements.

The insurer will bear the costs of the return of the insured individuals who were accompanying the deceased insured individual at the time of his/her death when they cannot do so using the initially planned means.

Funeral ceremony and burial expenses will not be covered by the insurer.

11. Interruption of the insured's journey due to the death of a family member

If, during the journey, the spouse, first-degree ascendant or descendent, brother or sister of the insured or of one of the vehicle's occupants dies in Spain, the insurer will bear the cost of the transportation by the most appropriate means from where the insured is located at the time to the place of burial, in Spain, of the deceased family member. The same procedure will be followed for the insured's return to the place where s/he was located when the event occurred. If the insured decides to return early, and if the purchased ticket does not allow this, the insurer will provide him/her with a maximum of 2 tickets to his/her residence, as stated in the policy, provided the second ticket is for a travel companion who is also an insured or a beneficiary.

12. Search for and transporting luggage and personal belongings

In the event of a delay, loss or theft with violence of luggage or personal belongings, the insurer will advise the insured how to report the occurrence and will help in managing the search for and localisation of such items.

Both in this case and when such belongings are lost or misplaced, if they are recovered, the insurer will arrange for them to be sent to where the insured is located on his/her trip or to his/her residence.

13. Sending forgotten objects

The insurer will arrange for and bear the costs of sending, to the insured's residence, any items s/he may have forgotten in the place or places where s/he had been on his/her trip.

This cover includes indispensable items for the completion of the trip and items forgotten at the insured's residence before it began.

The insurer will only organise and pay for the cost of delivering objects **up to a maximum weight of 10 kg.**

14. Transferring messages

The insurer will transfer urgent messages that, due to incidents included in these covers, the insureds may need to send.

15. Obtaining safe-conducts

The insurer will bear the expenses incurred for processing and obtaining any safe-conducts required for the insured to be repatriated to Spain when, as a result of an accident, larceny or theft with violence occurring during a trip abroad, the insured is left without his/her national identity document, driving licence or the technical inspection papers for his/her vehicle.

The insurer will not be liable for the damages caused by such circumstances nor for the undue use of these documents by third parties.

16. Transportation of pets

The insurer will bear the expenses incurred for the transportation of pets weighing up to 75 kg that were accompanying the insured, if the insurer needs to transport the insured for any reason covered in this contract. This will hold true, provided no other insured is available to see to the animal's transportation and the insured vehicle cannot be used for this purpose.

17. Transportation of the insured in the case of a claim at his/her residence

If an accident occurs at the regular residence of the insured in Spain while he/she is travelling abroad, and if s/he needs to return home urgently as a result, the insurer will bear the costs of his/her transportation to his/her residence in the means of transport the insurer considers to be the most appropriate. Likewise, it will bear the costs, when necessary, for the insured's return to the point where he/she had been before the claim occurred.

18. Legal information

The insurer will provide the necessary information to the insureds, who request it, when they require a lawyer abroad but they do not have sufficient information to find one.

THE FOLLOWING IS NOT COVERED:

- a. **Medical, surgical, pharmaceutical and hospitalisation expenses in Spain.**
- b. **Chronic illnesses or ailments, or those already existing before the journey began, as well as the consequences thereof.**

- c. **Death by suicide and illnesses or injuries caused intentionally by the insured to him/herself, as well as those caused by the ingestion of drugs or stemming from criminal actions on his/her part.**
- d. **Aesthetic treatments and the supply and/or replacement of glasses, contact lenses and prostheses in general, as well as mental illnesses, births and pregnancies.**
- e. **Events deriving from the practice of competitive sports and the rescue of people at sea, in the mountains or in the desert.**
- f. **Any type of pharmaceutical expense not prescribed by a doctor.**
- g. **Expenses incurred for sending luggage and personal effects, except those included in covers 8, 12 and 13 of article 11 above.**
- h. **Any medical and/or pharmaceutical expenses under 30 euros.**

Request for service: To receive services the insured must request, when the event occurs, the insurer's intervention via the permanent 24-hour help centre, using the telephone numbers on the card s/he will be given.

Services not requested or organised in accordance with the insurer will not entitle the insured to any subsequent right to reimbursement or compensatory indemnity.

12 REPLACEMENT VEHICLE

TERRITORIAL SCOPE

This service will be provided in Spain.

COVER BENEFIT CONDITIONS

If the insured vehicle is rendered immobile due to a malfunction, accident, fire or theft with violence (or attempted theft with violence), the insurer will provide the insured with a Group C or similar rental vehicle (in accordance with the classification of the major rental companies that operate on the Spanish market), under the following conditions:

Due to a malfunction: When the estimated repair period at an authorised garage exceeds 7 days of immobilisation. Said rental vehicle will be provided from the seventh day following the vehicle's initial entry into the garage, up to a maximum of 35 consecutive calendar days*.

Due to an accident: When the estimated repair period at an authorised garage exceeds 24 hours. Said rental vehicle will be provided from the first day the vehicle enters the garage, up to a maximum of 35 consecutive calendar days*.

Due to fire and theft with violence (or attempted theft with violence): When the claim is the result of the disappearance of the vehicle, or when the estimated period at an authorised garage to repair the damage exceeds 24 hours. Said rental vehicle will be provided from the first day the vehicle enters the garage, or 24 hours after the claim is lodged in the event of vehicle disappearance, up to a maximum of 45 consecutive calendar days*.

This benefit cannot be used in conjunction with the Replacement Vehicle cover provided for Fire and Theft with Violence cover.

*Once this period lapses, a replacement vehicle will not be provided.

Under the same circumstances, the insured may also choose to make use of a taxi service, up to a maximum of 30 euros per day until the repair is completed, and up to a maximum of 35 calendar days if the damage was due to a malfunction or accident or 45 calendar days if it was due to fire or theft with violence (or attempted theft with violence).

EXCLUSIONS:

- a. Accidents that may occur while participating in official or private sporting competitions, as well as in training or trials, are excluded.
- b. This benefit is subject to the availability of vehicles and the contractual conditions and requirements in force at the time for each vehicle rental company.
- c. Under all circumstances, the insured will bear the expenses for fuel, administrative offences (fines), and any extra expenses requested by the insured, or additional damage incurred by the insured due to the condition in which the vehicle is handed over.
- d. The insurer will not bear the expenses of any claims that have not been made by the insured via the alarm centre.

SERVICE PROVISION

To benefit from the service, the insured must request the replacement vehicle cover from the insurer through the 24-hour alarm centre, indicating his/her name, the insurance policy number and the name and telephone number of the garage at which the insured vehicle is located.

In order to provide the services described in the object of cover, the insurer reserves the right to request that the garage where the insured vehicle is awaiting repair provide accrediting documentation regarding the type of damage suffered, as well as the repair time involved.

Provision of this benefit will be contingent upon a consideration of the requirements set by the main car rental companies in Spain, such as the age and number of years in possession of a driving licence of the person requesting the cover.

13 RISKS EXCLUDED FROM ALL COVERS

In addition to the specific terms of each cover, in general, the following is not guaranteed under this insurance:

- a. Damage caused by the use of the insured vehicle as an instrument for perpetrating malicious crimes against people or things.
- b. Damage caused by earthquakes, flooding, volcanic eruptions, uprisings, plundering, terrorist acts, civil or international war or confiscations by civil or military authorities, as well as by rebellions, brawls or riots, except where the rebellion, brawl or riot is an immediate and direct consequence of an accident caused by the insured vehicle.
- c. Damage caused by any modification made to the atomic structure of the material, or by the thermal, radioactive or other effects thereof, or by the artificial acceleration of atomic particles.
- d. Damage caused when the insured driver is in a state of intoxication or under the influence of alcohol, drugs, poisons, narcotics or psychotropic substances. Driving under the influence of alcohol will be considered to have occurred when

the driver's blood alcohol levels exceed the legal limits established at the time or when the driver is found guilty of a specific offence of driving under the influence or, in the judgment handed down against him/her, this circumstance is included as one of the accident's concurring causes. This exclusion will not apply when the following three conditions are met:

1. The driver is an employee of the vehicle's owner.
2. The driver does not habitually drink or use drugs.
3. Due to the total or partial insolvency of the driver, the insured is declared vicariously liable. For the cover for own damage to the vehicle, the concurrence of the first two conditions will be sufficient for this exclusion not to apply.

In all cases, the insurer will be entitled to the right of recourse against the driver. This exclusion will not affect the criminal defence.

- e. Damage caused when the insured vehicle is being driven by a person who does not hold the necessary permit or licence or is violating a sentence to cancel or suspend said permit or licence, except for the rights of the insured under the theft cover when it is included in the policy, as well as his/her rights under the criminal defence cover.
- f. When the driver of the insured vehicle that caused the accident is found guilty of the crime of "failing in his/her duty to aid". This exclusion will not affect the owner of the vehicle when the driver is his/her employee. Moreover, without prejudice to the insurer's right of recourse against said driver, the criminal defence cover is excepted.
- g. Events caused by theft with violence or larceny of the insured vehicle. If cover of theft with violence is included in the policy, the terms of this cover will apply.
- h. Damage caused by motor vehicles used for industrial or agricultural tasks, such as tractors, harvesters, hinged dump trucks, diggers, cement mixers, compressors, cranes or similar vehicles, when the accidents are due to the execution of the relevant industrial or agricultural task and are not the direct consequence of the transit of said vehicles.
- i. Damage caused when, because of the policyholder, insured or driver, the regulations regarding the number of passengers, the weight or size of transported objects or animals or the way they are accommodated in the vehicle are violated, provided said violation is the main cause of the accident.
- j. Damage caused due to the insured vehicle's participation in wagers or challenges.
- k. Damage caused due to the insured vehicle's participation in races or contests or in preparatory trials for them.
- l. Damage caused due to the insured vehicle's transit through areas not expressly authorised for traffic.
- m. Damage caused when the insured vehicle is located on port or airport premises.
- n. Damage caused when the insured vehicle is transporting flammable, explosive or toxic materials.
- o. Damage caused before payment of the first premium.
- p. Damage caused when cover under the policy has been suspended or the contract has been terminated due a failure to pay the premiums.
- q. Any damage that is considered as extraordinary risk in accordance with current legislation.

At all times, the insurer will be released from the obligation to pay indemnities or any other benefit if the claim is caused by bad faith on the part of the insured or of the driver s/he has authorised, as well as in the event of deliberate misrepresentation or simulation in the claim report, without prejudice to any other kind of liability that may apply.

14

TERRITORIAL SCOPE OF THE INSURANCE

1. Cover for voluntary public liability insurance, own damage, fire, theft with violence, window breakage, legal defence, claim for damages, personal accidents involving passengers and accidents involving the driver (sum insured plus annuity) is applicable throughout the European Economic Area and states that have signed the Multilateral Guarantee Agreement, as well as Morocco.

2. The mandatory civil liability insurance cover will take effect:

In Spain, up to the quantitative limits established for mandatory insurance at any given time under current law.

Overseas: When the event occurs abroad but within the territorial scope of the European Economic Area or the States that adhere to the agreement between the national insurance offices of the Economic Area Members States and of other associated States, this cover is granted within the limits and under the mandatory conditions provided for in the legislation of the State owning the territory in which the incident occurred. However, if the incident occurred in a Member State of the European Economic Area, the cover limits established in the previous section will apply, provided they are higher than those in force in the State where the incident occurred.

For those territories not determined in Section 1, issuing the relevant green card will be necessary.

3. The territorial scope applicable to the subsidy covers for temporary driving licence suspension, roadside assistance and replacement vehicles is governed by the provisions of articles 10, 11 and 12, respectively.

BASIS FOR THE CONTRACT

15 FORMATION, EXECUTION AND PERIOD OF COVER OF THE INSURANCE

■ The insurance application and questionnaire filled out by the policyholder or insured, as well as the insurer's proposal, where applicable, together with this policy, constitute a single whole, the basis for the insurance, which only covers, within the agreed limits, the property and risks specified therein.

■ The application for mandatory insurance will have the effect of cover for the risk for a period of 15 days from the time it is acknowledged by the insurer or its agent.

The application will be considered to have been acknowledged when the applicant receives a copy of it, duly stamped by the insurer or its agent.

The insurer may, within a maximum period of 10 days upon acknowledging the insurance application, reject it by sending written notice to the policyholder by any means that ensures a record of receipt, in which it states its reasons, and it will be entitled to payment of the premium owed for the 15 days of cover established in the preceding paragraph. If, upon conclusion of this 10-day period, the insurer has not rejected the application, it will be understood to have been accepted.

Once the application has been acknowledged and the 10-day period has elapsed, the insurer must send the insurance policy within a period of 10 days.

■ The contract will be executed by consent, as evidenced by the subscription of the policy or the provisional cover document by the parties hereto. Unless otherwise agreed, the contracted cover and any modifications or additions to it shall not come into force until the policyholder has paid the premium.

■ Should the policy's content differ from that of the insurance proposal form or the agreed clauses, the policyholder or insured may, within a period of one month from the date on which the policy is handed over, file a claim with the insurer for it to rectify the discrepancy. Should this period elapse without any such claim being filed, the terms of the policy shall apply.

■ The policy's covers shall come into force as of the date and time indicated in schedule.

■ Upon expiry of the period indicated in the schedule, the contract will be understood to have been extended for a period of one year, and so on, successively, upon expiry of each insurance year.

Either party may oppose the extension of the contract by providing written notice to the other party two months prior to the conclusion of the insurance period currently underway.

■ The amount of the premium will be generally reviewed each year by the insurer, based on the principles of equity and adequacy established under insurance law. The criteria for calculating the new premium will be drawn from technical-actuarial studies and will likewise take into account any causes for increase or decrease in risk, modifications of covers or histories of claims registered in the preceding periods.

16 DECLARATIONS OF RISK

UPON FORMATION OF THE CONTRACT AND DURING THE PERIOD OF COVER

1. The policyholder must, prior to the conclusion of the contract, declare to the Insurer, in accordance with the questionnaire with which s/he will be provided, all those circumstances known to him/her that may influence the assessment of the risk. S/he will be released from this obligation if the insurer does not require him/her to fill out the questionnaire or if, even if it does so require, the circumstances in question are not addressed on it. This policy has been arranged based on the declarations made by the policyholder or the insured in accordance with the questionnaire or insurance application, which were used by the insurer to accept the risk, undertake the contractual obligations arising hereunder and establish the insurance conditions, especially the cost of the premium.
2. The policyholder or the insured must, throughout the valid term of the contract, inform the insurer, as quickly as possible, of any circumstances that increase the risk and are of such a nature that, had they been known to the insurer when the contract was drawn up, it would not have been executed or would have been executed under more burdensome conditions for the policyholder.

Among the circumstances that might increase the risk are the details of the declared drivers, the characteristics of the insured vehicle and the use to which it is put.

3. The policyholder or the insured are obliged to inform the insurer of the existence of any other policies they have taken out with other insurers which cover the effects of any of the same risks to the same interest for an identical period of time.

17 IN CASE OF AN INCREASE IN RISK

If the insurer is informed of an increase in risk during the term of the policy, it may propose a modification of the conditions of the agreement within a period of two months as from the day on which it receives notice of the aggravating circumstance. In this case, the policyholder or the insured shall have fifteen days, upon receipt of this proposal, to accept or reject it. In case of rejection or silence on the part of the policyholder or insured, once said period has elapsed, the insurer may terminate the agreement providing prior notice to the policyholder and giving him/her a new period of fifteen days to respond, following which, and within the next eight days, it shall inform the policyholder or insured of the definitive termination of said agreement.

The Insurer may likewise terminate the contract notifying the policyholder or the insured of its decision in writing within one month of receiving notice of the increase in risk.

When the contract is terminated as a result of an increase in risk occurring during the period of cover, if the increase is attributable to the insured, the insurer will be entitled to the full amount of paid premium. If the aggravating circumstance is due to causes beyond the control of the insured, s/he will be entitled to reimbursement of the portion of the paid premium corresponding to the period of insurance that has not yet elapsed.

18 CONSEQUENCES OF NOT REPORTING AN INCREASE IN RISK

Should a claim occur when an increase in risk has not been reported, the insurer shall be released of its obligation to provide benefits if the policyholder or insured has acted in bad faith. Otherwise, the benefits provided by the insurer will be reduced proportionally in accordance with the difference between the agreed premium and that which would have been applied had the true magnitude of the risk been known.

19 FALSE OR MISLEADING STATEMENTS

The insurer may terminate the contract by registered letter addressed to the policyholder or the insured within a period of one month from learning of any withholding of information or misrepresentation on the part of the policyholder. The premiums for the period of cover underway when the insurer provides this notice will be for the account of the insurer, except in case of wilful misconduct or gross negligence on its part.

Should the claim occur before the insurer has provided the notice described in the preceding paragraph, the benefits it provides will be reduced proportionally in accordance with the difference between the premium agreed in the policy and that which would have applied had the true magnitude of the risk been known. When the withholding of information or misrepresentation is due to wilful misconduct or gross negligence, the insurer will be released from its obligation to pay any benefits.

20 IN CASE OF A DECREASE IN RISK

The policyholder or the insured may, throughout the valid term of the contract, inform the insurer of any circumstances that decrease the risk and are of such a nature that, had they been known by the latter when the contract was drawn up, it would have been executed in more advantageous conditions for the policyholder.

In this case, upon conclusion of the period of insurance covered by the current premium, the insurer shall reduce the cost of the future premium by the relevant proportion. Should it fail to do so, the policyholder will be entitled to terminate the contract and be reimbursed for the difference between the paid premium and that which s/he would have had to pay from the time the insurer was informed of the decrease in the risk.

21 TRANSFER OF OWNERSHIP OF THE INSURED VEHICLE

- The policyholder and/or insured must inform the purchaser in writing of the existence of the insurance contract for the transferred object. Once the transfer has been verified, s/he must also inform the insurer or its representatives in writing within a period of 15 days.

- The insurer may terminate the contract within a period of 15 days from the day on which it is notified of the verified transfer. Once it has exercised its right and notified the purchaser in writing, the insurer shall remain under obligation for a period of one month as of the notification. The insurer must reimburse the portion of the premium corresponding to the insurance periods for which, as a consequence of the termination, it has not borne any risk.

The purchaser of the insured object may also terminate the contract by providing written notice to the insurer within a period of 15 days upon learning of its existence.

In this case, the insurer shall be entitled to the premium corresponding to the period that would have begun when the termination occurred.

- In case of death, temporary receivership, debt reduction and grace periods, bankruptcy or insolvency proceedings affecting the policyholder or the insured, the terms of the preceding paragraphs of this article shall apply.

22

PAYMENT OF THE PREMIUM

1. Time of payment

The policyholder must pay the first premium or sole premium upon execution of the contract. Subsequent premiums shall be paid on their respective due dates.

If the policy is not to come into force immediately, the policyholder may delay payment of the premium until the policy is to come into force.

2. Place of payment

Should no place for the payment of premiums be stipulated in the schedule, it shall be understood that these payments shall be made at the residence of the policyholder.

3. Consequences of non-payment of the premium

If, through fault of the policyholder, the first premium is not paid, the insurer shall be entitled to terminate the contract or to demand the enforced payment of the outstanding premium based on the policy. At all times, if the premium has not been paid before a claim occurs, the insurer shall be released from its obligations.

In case of failure to pay any subsequent premium, the insurer's cover shall be suspended one month after the date it was due. If the insurer does not demand payment within six months of the date the premium was due, the contract shall be understood to have been terminated.

At all times, when the contract is suspended, the insurer may only demand payment of the premium underway at the time. If the contract has not been resolved or terminated in accordance with the foregoing paragraphs, the cover will come back into force at midnight on the day the policyholder pays the premium.

As regards the non-payment of premium instalments other than the initial instalment payment, the legal scheme provided for successive premiums shall apply.

23 DIRECT DEBITING

If the direct debiting of premiums is agreed in the schedule, the party liable for paying the premiums will provide the insurer with a letter addressed to his/her bank, giving the appropriate orders to this end.

The premium will be considered as having been paid on its due date, except where the relevant amount cannot be debited to the account of the liable party, within the grace period of one month established under the Insurance Contracts Act, as a result of insufficient funds. In this case, the insurer will notify the policyholder, who will be obliged to make the premium payment at the insurer's registered offices.

Should the insurer allow the grace period to elapse without sending the bill for the due premium, and should there be insufficient funds in the account when it does so, it will duly notify the party liable for the payment by registered mail or any other indisputable means, granting him/her a new period of one month to pay the amount at its registered offices or at one of its regional offices, branch offices or agencies. This period will begin upon receipt of the notice at the last address for the policyholder reported to the insurer.

24 CLAIMS

The policyholder, the insured or the beneficiary must report the occurrence of the claim to the insurer within a maximum period of 7 days upon learning of it.

In case of breach of this obligation, the insurer may file a claim for damages due to the failure to make this report. This will not hold true if it can be shown that the insurer had knowledge of the claim by another means.

The policyholder or the insured must, in addition, provide the insurer with all the necessary information concerning the circumstances and consequences of the claim. In case of breach of this obligation, the right to the indemnity shall be forfeited in the event of wilful misconduct or gross negligence.

A. Own damage to the insured vehicle

- 1. Verification of claims and valuation of the consequences.** This will be done by mutual agreement between the insurer and the insured, and the operation of evaluating the damage will begin as soon as the relevant notice to do so is received.
- 2. Claim settlement.** Should the parties reach an agreement at any time regarding the amount and method of the indemnity, the insurer shall pay the agreed sum and make the necessary arrangements for the repair or replacement of the insured vehicle.
If the parties fail to reach an agreement within a period of 40 days following the claim report, and without prejudice to the terms of Article 26, the parties will comply with the settlement dispute proceedings.
- 3. Criteria for the valuation of claims.** Repairs will be valued according to the real cost of same, without prejudice to the terms established for tyres, and total losses will be valued pursuant to the terms of each specific cover.
- 4. In case of a change in the vehicle's value as new.** In case of a change in the vehicle's value as new, the sum insured will be considered as automatically adapted to

this change, the insurer being bound to adjust the premiums accordingly at their next due date, and, in the event of a claim, the average condition will not apply. This change will be calculated in accordance with the definition of “value as new” provided in the preliminaries of this policy.

5. **Submission of invoices.** Urgent repairs. The parties may agree to substitute payment of the indemnity with the repair or replacement of the damaged vehicle. When payment of the cost of the indemnity is agreed, the insured must submit, as a prerequisite, the invoices for the repair work performed.

Whenever there is urgent need for immediate repair, the insured may proceed to have the repair work done, providing the cost does not exceed 200 euros, submitting the invoice to the insurer, along with the claim report, in accordance with the method and terms established in the first paragraph of this point.

6. **Obligations of the insured in the event of a fire.** In the event of a fire, the insured must indicate, in addition to the general information to be included in the claim report, the place, date and exact time of the claim, its duration and known or presumed causes, the measures taken to counteract the effects of the fire and the approximate value of the damage.
7. **Abandonment.** The insured may not abandon the damaged property with the insurer, even when the insurer is circumstantially in possession of it.

B. Theft of the insured vehicle

The insured must report the theft to the competent authorities, offering all means at his/her disposal to discover the perpetrators and recover the stolen property.

Likewise, clauses 1, 2, 3, 5 and 7 of Section A of this article apply.

C. Personal accidents involving the driver

If the insured died as a result of the accidents covered in the policy, the insurer will pay the sum insured to the beneficiaries according to the following order of precedence: Spouse (legally or in fact) of the insured; or, in their absence, the insured's offspring in equal proportion; or, in their absence, the insured's legal heirs. In the event of permanent disability, the insured will be the beneficiary.

The beneficiary must submit the following documents:

- Certificate from the doctor who attended to the insured, detailing the circumstances and causes of death, as well as the autopsy certificate, if performed.
- Certified copy of the entry of death in the Registry of Births, Deaths and Marriages.
- Documents identifying the beneficiary and, where applicable, providing evidence of his/her capacity as such.
- Certificate of exemption from inheritance tax or the payment thereof, if applicable, duly completed by the tax office.
- If the sum insured for death was taken out as an annuity, certificate of existence of the beneficiary (during the payment of annuities).
- Testament or declaration of heirs and last will and testament.

When these documents have been received, the insurer must pay or deposit the sum insured within a maximum period of 5 days.

D. Subsidy for temporary suspension of driving licence

In the event of a claim, the beneficiary must submit the following documents:

- Proof of having reported the claim.
- Copy of the final and binding judgment or government decision ordering the effective suspension of the driving licence.

E. Roadside assistance

When an event has occurred that may require the provision of one of the services covered by this policy, the insured will immediately contact the insurer through a collect call to the number listed on the Assistance Card.

If this requirement is not met, the insurer will not be responsible for the incident.

Once contact has been established, the insured will indicate his/her policy number, contact telephone number, location, and provide information regarding the circumstances of the incident and the type of assistance required. Upon notification receipt, the insurer will give the necessary instructions to provide the required service.

In cases where expenses must be reimbursed, the insurer may ask the insured to furnish documents that serve as proof of the payments made.

25 SALVAGE OBLIGATION

The insured, policyholder or driver, as applicable, must employ all means at his/her disposal to lessen the consequences of the claim. Breach of this obligation will entitle the insurer to reduce its benefits in accordance with the importance of the damage derived from the breach and the degree to which the insured was at fault.

Should the breach occur with the manifest intention of harming or misleading the insurer, the latter shall be released from its obligation to provide all benefits derived from the claim.

Any expenses incurred due to compliance with the foregoing obligation, providing they are not inappropriate or disproportionate to the value of the salvaged property, will be borne by the insurer, up to the limit of the vehicle's actual cash value, even when they have not been effective or yielded positive results.

The insurer, which, under the terms of the contract, need only indemnify a portion of the damage caused by the claim, shall reimburse the insured for a proportional part of the salvage expenses, unless the insured has acted on instructions from the insurer, in which case the latter will bear the full cost of same.

26 CLAIMS – PAYMENT OF INDEMNITIES

The insurer is obliged to pay the indemnity immediately after conclusion of the investigations and valuations required to establish the existence of the claim and, where applicable, the cost of the damage caused. At all times, the insurer must pay the minimum amount owed, within 40 days of receiving the claim report, according to the circumstances.

The insurer shall be deemed to be in default should it fail to provide its benefits within a period of 3 months following the occurrence of the claim or pay the minimum amount owed

within 40 days of receiving the claim report, in which case the indemnity will be increased by an annual interest equal to the legal interest on money plus 50%. This interest will accrue daily, without any need to file legal claims. Notwithstanding the foregoing, once two years have elapsed from the occurrence of the claim, the annual interest may not be less than 20%.

27 SUBROGATION

1. Once the indemnities have been paid, and without need for any other assignment, transfer, deed or order, the insurer shall be subrogated to the rights, appeals and actions of the insured vis-à-vis the parties liable for the claim, including other insurers, should they exist, up to the limit of the indemnity, and the insured shall be liable for any damages that, through his/her actions or omissions, s/he may cause the insurer with regard to its right to subrogate. The insurer may not, however, act in detriment to the insured to whose rights it has subrogated.
2. Except where the liability for the claim is due to a fraudulent act or omission, the insurer shall not be entitled to this subrogation against any party whose acts or omissions may lead to liability on the part of the insured or against the party that caused the claim when said party is a direct or indirect relative of the insured up to the third degree of consanguinity by law, an adoptive parent or an adopted child living with the insured.
If the liability referred to in the preceding paragraph is covered by an insurance policy, the subrogation shall be limited to the cover guaranteed under it.
3. In case of concurrent claims by the insurer and the insured against a liable third party, any sum obtained shall be divided between them in proportion to their respective interests.
4. The foregoing three points do not apply to the accidental death or permanent disability cover, but do apply to the health care assistance cover.

28 OBLIGATION TO REPORT ADDITIONAL INSURANCE

When two or more policies taken out by the same policyholder with different insurance companies cover the effects of the same risk to the same interest for an identical period of time, the policyholder or insured must, except where otherwise agreed, inform each insurer of the other policies. Should this notification be omitted as a result of wilful misconduct, and should a claim occur, in the event of over-insurance, the insurers will be released from their obligations to pay indemnities. In the event of a claim, the insurance policyholder or insured must report it to each insurer, indicating the names of the other insurers.

The insurers will contribute to payment of the indemnity in proportion to the sum insured, and the amount may never exceed the value of the damage. Within this limit, the insured may request the indemnity due from each insurer, according to the respective contract. Any insurer that pays a sum greater than its proportional share may sue the other insurers.

If, as a consequence of a single claim involving two or more vehicles, damage is caused to third parties, each insurer will contribute to meeting the obligations derived from the event in accordance with the terms of the settlement agreements, the terms of the court resolution or, where applicable, in proportion to the amount of annual risk premium for the motor vehicle designated in the insurance policy it has underwritten.

With regard to the redress of injuries caused to persons, the insurer to whom the exclusion established in said article applies shall not participate, and this shall not entail any reduction in the corresponding indemnities.

29 RECOURSE

Should it be necessary to reject a claim after having made payments on it or having guaranteed its consequences, the insurer may sue the insured for the sums paid or those that, due to the bail bond posted, it was obliged to pay.

The Insurer may likewise file a claim for damages caused to it by the insured or the policy holder in those cases and situations provided for in the policy.

30 TERMINATION OF THE INSURANCE

1. In the event of the total loss of the insured object, the contract will be terminated and the insurer will be entitled to the unused portion of the premium for the period of cover underway. Should the policy holder repair the vehicle, the mandatory liability insurance cover shall remain in force until the expiry of the insurance year.
2. In the event of the disappearance of the insured vehicle, with the ensuing delisting of the vehicle at the Traffic Department, the contract will be terminated, and the insurer will be entitled to the unused portion of the premium for the period of cover underway.
3. The termination of the contract, as indicated above, will not modify the respective rights and obligations of the parties in relation to claims previously declared.

31 LIMITATION

Any possible actions derived from this contract between the parties to it will become time-barred after a period of two years, in the case of material damage insurance, and five years, in the case of insurance for people.

In both cases, the limitation period will begin from the day the respective actions may be brought.

32 NOTICES AND JURISDICTION

- Any notices addressed to the insurer by the policyholder, the insured or the beneficiary shall be made at the registered offices of the insurer as stated in the policy; however, if they are made to an agent of the insurer, they shall have the same effect as if they had been made directly to the insurer.
- All notices from the insurer to the policyholder, insured and/or beneficiary, shall be made at their place of residence, as stated in the policy, unless they have notified the insurer of a change of address.

- All notices made by an insurance broker to the insurer on behalf of the policyholder shall have the same effect as if they had been made by the policyholder him/herself, except where otherwise indicated. This notwithstanding, at all times, the policyholder's express approval shall be required to enter into a new contract or modify or terminate the insurance contract currently in force.
- This contract shall be governed by Spanish law, and the competent judge to hear claims arising from it shall be the judge with jurisdiction over the place of residence of the insured, to which end the insured will designate an address in Spain, if his/her regular address is abroad.

33 INDEMNITY CLAUSE

FOR CLAIMS DERIVED FROM EXTRAORDINARY EVENTS COVERED BY THE INSURANCE COMPENSATION CONSORTIUM.

JOINT CLAUSE FOR PERSONAL INJURY AND DAMAGE TO GOODS

Pursuant to the terms of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Legislative Royal Decree 7/2004 of 29 October and amended by Act 12/2006 of 16 May, the policyholder of any type of insurance contract that includes an obligatory surcharge in favour of the aforementioned public body may arrange for the cover of extraordinary risks with any insurance company that meets the conditions required under current law.

The Insurance Compensation Consortium will pay the indemnities arising from claims resulting from extraordinary events occurring in Spain and affecting risks located therein, as well as, with personal insurance, those occurring abroad when the insured has his/her regular address in Spain, when the policyholder has paid the corresponding surcharge in its favour, and any of the following situations occur:

- a. The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurance company.
- b. Even if it is covered under said insurance policy, the insurer cannot fulfil its obligations because it has been judicially declared bankrupt or it is subject to compulsory winding-up proceedings or such a winding-up has been undertaken by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act pursuant to the terms of the aforementioned Legal Statute, the Insurance Contracts Act (Act 50/1980 of 8 October) and the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004 of 20 February, as well as any additional legal provisions.

1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the pounding of waves), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts of more than 120 km/hr and tornados) and falling meteorites.

- b. Events caused suddenly as a result of terrorism, rebellion, insurrection, riots and civil unrest.
- c. Acts or actions of the Armed Forces or of the Security Forces and Services in peacetime.

2. Risks that are not covered

- a. Those that do not give rise to an indemnity according to the Insurance Contracts Act.
- b. Damage and losses caused to people or things insured by insurance contracts other than those that include the obligatory surcharge in favour of the Insurance Compensation Consortium.
- c. Those due to inherent faults or defects in the insured object or to an evident lack of adequate maintenance.
- d. Those caused by armed conflicts, even when no declaration of war has been made.
- e. Those derived from nuclear energy, without detriment to the terms of the Nuclear Energy Act (Act 25/1964 of 29 April). Notwithstanding the foregoing, direct damages caused to an insured nuclear plant shall be understood to be included when such damage occurs as a result of an extraordinary event affecting the plant itself.
- f. Those due to the mere passage of time and, in the case of goods that are fully or partially submerged on a permanent basis, those attributable to the mere action of the waves or ordinary currents.
- g. Those caused by natural phenomena other than those set forth in Article 1 of the Regulations on Extraordinary Risk Insurance and, in particular, those caused by a rise in the water table, hillside movements, landslides or soil settlement, falling rocks and any other similar phenomena, unless these are evidently caused by the action of rain water that has, in turn, caused extraordinary flooding in the area and they occur simultaneously with said flooding.
- h. Those caused by commotions arising during the course of meetings and demonstrations carried out according to the terms of the General Act of Parliament 9/1983 of 15 July, which regulates the freedom of assembly, as well as during the course of legal strikes, unless said commotions are classifiable as extraordinary events pursuant to Article 1 of the Regulations on Extraordinary Risk Insurance.
- i. Those caused by bad faith on the part of the insured.
- j. Those derived from claims occurring during the waiting period stipulated in Article 8 of the Regulations on Extraordinary Risk Insurance.
- k. Those occurring prior to payment of the first premium or when, pursuant to the terms of the Insurance Contracts Act, the cover provided by the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to non-payment of premiums.
- l. Indirect damages or losses arising from direct or indirect damage other than the loss of profits as defined in the Regulations on Extraordinary Risk Insurance. In particular, damages or losses sustained as a result of cuts or alterations in the exterior supply of electricity, fuel gases, fuel oil, gas oil and other fluids are not covered, nor are any indirect losses or damages, other than those set forth in the preceding paragraph, even when such alterations arise from a cause included in the extraordinary risk cover.

m. Claims that, due to their magnitude or severity, are classified by the Spanish government as a “catastrophe or national disaster”.

3. Deductible

In the case of direct damage to things (except for automobiles, homes and their respective homeowner associations), the deductible payable by the insured shall be 7% of the amount of the indemnity for the damage caused by the claim.

In case of personal insurance, no deductibles shall apply.

In case of the loss of profits cover, the deductible payable by the insured shall be that set forth in the policy for ordinary claims resulting in a loss of profits.

4. Scope of the cover

The extraordinary risks cover shall apply to the same persons and property and have the same sums insured as those established in the policy for ordinary risks. This notwithstanding, in policies covering own damage to motor vehicles, the Consortium guarantees the full insured interest, even when cover under the ordinary policy is only partial.

With life insurance policies that, pursuant to the terms of the contract and in accordance with private insurance regulations, generate policy reserves, the Consortium's cover shall refer to the sum insured for each insured, that is, to the difference between the sums insured and the policy reserves that, pursuant to the aforementioned regulations, the insurer must establish. The amount of said policy reserves will be paid by the aforementioned insurer.

PROCEDURE TO FOLLOW IN THE EVENT OF A CLAIM COVERED BY THE INSURANCE COMPENSATION CONSORTIUM

In the event of a claim, the insured, policyholder, beneficiary or their respective legal representatives must report it directly or via the insurance company or insurance agent, within a period of seven days of becoming aware of it, to the appropriate regional office of the consortium for the place where the claim occurred or by calling **902 222 665** to claim indemnity for material damage. The report must be made using the form for this purpose, which is available on the consortium's website **www.conorsegueros.es** and at its offices or the offices of the insurance company. The documents required according to the nature of the injuries must be attached thereto or the information (insurance policy, bank account, etc.) indicated in the section “Extraordinary Risk Cover - Indemnity Proposal Form” on the aforementioned website must be presented.

In addition, the wreckage and remains of the claim must be conserved for expert appraisal or, where this is absolutely impossible, documented proof of the damage must be submitted, such as photographs, notarised documents, videos or official certificates. Likewise, any invoices relating to damaged goods whose destruction could not be postponed must be kept. All measures necessary to reduce the damage must be taken. The valuation of the losses derived from extraordinary events shall be carried out by the Insurance Compensation Consortium, which shall not be bound to any valuations that, where applicable, may be carried out by the insurance company covering ordinary risks.

For clarification of any doubts that may arise regarding the procedure to be followed, the Insurance Compensation Consortium has set up the following telephone number for insureds: **902 222 665**.



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