

General Conditions

LIBERTY  
QUALITY  
MOTOR



Liberty  
Seguros

# LIBERTY**QUALITY** MOTOR

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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

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

The legislation that applies to the contract is Spanish; specifically, the Insurance Contracts Act (Law 50/80 of 8 October), the Regulation, Supervision and Solvency of Insurers Act (Law 20/2015 of 14 July) and its implementing regulations, and the revised text of the Civil Liability and Insurance for Motor Vehicles in Road Traffic Act, approved by Royal Legislative Decree 8/2004.

**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.

Policyholders, insured parties, beneficiaries, affected third parties and their entitled dependants may submit their complaints and claims to:

- The Liberty Seguros **Customer Service Department**, by writing to Paseo de las Doce Estrellas 4, 28042 Madrid, Spain or by sending a fax to (+34) 91 301 79 98 or an email to **atencionalcliente@libertyseguros.es**
- Secondly, to the Liberty Seguros **Customer Ombudsman**, by writing to C/ Velázquez 80, 28001 Madrid, Spain or by sending a fax to (+34) 91 308 49 91 or an email to **reclamaciones@da-defensor.org**

All complaints and claims filed by customers shall be handled and settled within a period of two months from submittal.

In the event the claimant disagrees with the decision taken by any of the above-mentioned bodies or receives no response within a period of two months, he or she may submit the complaint or claim in writing to the Claims Service of the Directorate-General for Insurance and Pension Funds at Paseo de la Castellana, 44, 28046 Madrid, Spain.

In addition to the methods for placing claims listed above, disputes may be brought before the relevant judges and courts by legal means.

The **Customer Ombudsman Regulations**, which outline the procedures for handling complaints and claims, are available to customers at all Liberty Seguros offices. These Regulations are also available at **www.libertyseguros.es** or from your insurance agent.

The registered offices of the insurance company **LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.** are located at **Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain.**

The company has the legal status of a joint stock company.

## IMPORTANT NOTE

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We recommend you read this contract's general conditions and schedule carefully to fully understand your rights and obligations. Check the information that appears in the schedule and, if everything is correct, sign and send us the relevant copy. Please report any erroneous information, so that it may be duly corrected. Do not forget to report any changes to the list of people who are authorised to drive the insured vehicle. It is important you keep the receipt of the premium corresponding to the current insurance year in your vehicle as proof of mandatory public liability insurance. Keep in mind you may be penalised if you fail to present it when so requested 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 (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 indemnity for personal injuries, the insurer, subject to the limits established for mandatory insurance, must redress the injuries caused to the persons, **unless it is proven that they were caused solely by the behaviour or negligence of the injured party or by force majeure unrelated to the driving or working order of the vehicle.** Force majeure does 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 established for mandatory insurance**, shall award compensation for the damage caused when the driver of the vehicle is publicly liable under article 1.902 and subsequent articles of the Civil Code and article 109 and concordant 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.

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## 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.
- The courts may require the **provision of liability guarantee deposits** from the insured or driver. **If the courts require a single bail bond to guarantee both civil and criminal liability, the insurer shall deposit half of the total required amount as a guarantee for the former, notwithstanding the terms of Article 7 – Legal Defence.**
- **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 possible to avoid them and that the occurrence is not derived from terrorism, uprising, insurrection, rebellion, riot, acts or actions of the armed forces or security forces and services in times of peace**, the coverage 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, **subject to the scope and exclusions listed in Article 6.**

- Damage caused by wind or hail that 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 repair flaws.
- l. Damages affecting guaranteed luggage and personal items transported in the vehicle in excess of 500 euros per incident.

## 4

## FIRE AND THE INSURED VEHICLE

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.

Repairing damage to the vehicle's front windscreen is also covered **when the nature and extent of the damage 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 against third parties liable for indemnity to the insured for bodily injuries or material damage

sustained as a direct result of a road-traffic accident, **subject to the established 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 an advance payment to the insured, **up to a maximum of 7,000 euros**, for material damage to the insured vehicle caused by third-party actions or omission, **provided that the opposing party's insurance company has provided written agreement to pay or, in a final and binding ruling**, the other insurer, or, in the absence thereof, the Insurance Compensation Consortium, has been declared directly liable.

#### 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, DRIVING AND ROAD SAFETY OFFENCES

### DEFINITIONS

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

- **Definition of insured:** The insured person is the individual with permanent residency in Spain stated on the policy schedule as the insured or driver.
- **Vehicles included in this service:** vehicles stated in the schedule weighing under 3,500 kg and where applicable, the trailer, provided that the registration number matches that of the insured vehicle.
- **Territorial area and applicable law:** This cover is valid for events occurring within Spanish territory and its content is subject to Spanish law applicable by the relevant Spanish bodies.
- **Period of cover:** The period of cover for this Vehicle Insurance is the same as the accident insurance that it applies to.

■ **How to request the service:** Call the alarm centre from Monday to Friday, 8 am to 10 pm.

## Description of the cover

Under this contract, and based on its general conditions, its schedule, and where applicable, its special conditions, the insurer undertakes to provide the insured the following services in the event of an incident:

### 1. Legal consultations via telephone

These consultations include assessing all issues related to the imposition of general administrative traffic-related sanctions or penalty proceedings related to a traffic offence already in progress.

### 2. Preparation of reports

Preparation of reports regarding the feasibility of legally opposing the imposed sanction, consultations regarding a proceeding in progress, or regarding documents that have already been sent to the insured.

### 3. Drafting documents in opposition, defence depositions and appeals to higher courts

Drafting documents in opposition, defence depositions, and appeals to higher courts, as well as any other type of document related to road safety offences that must be submitted in administrative penalty proceedings.

The service provided under this contract includes:

- Processing any sanctions covered by the “Appeals to Fines Insurance” regarding traffic offences for the duration of this contract.

This process includes drafting and submitting appeals and is unlimited regarding the number of reports filed per vehicle.

### 4. Document submission

Once the necessary paperwork has been received from the insured, the insurer shall draw up the necessary documents, sign them, where applicable, and ensure they are submitted. The insurer shall not take receipt of notification of decisions, which must legally be received by the insured.

### 5. Telephone assistance due to a lost licence or points

Legal advice on offences that entail a loss of driving licence points. Customer service is available Monday to Friday, 9 am to 9 pm.

#### EXCLUSIONS

**Indemnity, fines or sanctions imposed upon the insured are excluded from this cover under this contract.**

**The insurer shall not provide services, under any circumstances, if these have not been requested via the channels expressly designated in this contract or through agreement between the parties.**

## GENERAL EXCLUSIONS

- a. Documents and appeals from fines and sanctions to the insured occurring outside of the territorial area or scope of this contract.
- b. Legal defence for offences occurring after the date of termination of this contract or any of the vehicles which at the time of the offence are no longer insured by the insurer, except for the processing of documents required to prove this.
- c. Services related to advice for sanctions imposed on the insured is limited exclusively to regular administrative channels and expressly excludes lodging administrative appeals or any other type of legal appeal.
- d. Any actions that are against the interests of the insurer.
- e. Any procedures involving obtaining information, presenting or seeking evidence or any other element of proof for any type of administration or individual, that are not included in the services provided in this contract.
- f. Offences arising from carrying out industrial activities, loading vehicles and transporting people, goods or other things and, in general, any activity that is subject to specific transport law.
- g. Defence required or claims made before the authorities of civil, criminal, or administrative law. Enforcement proceedings for criminal penalties.
- h. Any type of precautionary or preventive action: proceedings regarding suspension, invalidity or revocation, document intervention and immobilisation or removal of vehicles, offences regarding road law and municipal regulations regarding works, installations and prohibited activities.
- i. Sanctions administered for driving without the required administrative authorisation.
- j. Presentation of appeals, if notification has been made within the five days' legal time limit before expiry.

## 8

## PERSONAL ACCIDENT COVER FOR PASSENGERS

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 that is covered under the policy that takes place during the validity period thereof and the death occurs within a period of two years from the date of the accident, the insurer shall provide indemnity to the beneficiaries expressly designated by the insured (or his or her legal heirs, if no express designation has been made) for **100% of the sum** insured indicated in the policy schedule for this cover. Such persons may immediately receive an advance of **up to 3,000 euros** from the payment of the sum insured to cover costs resulting 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:**

	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%	
	<b>Right</b>	<b>Left</b>
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%

	Porcentaje	
	Right	Left
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%	

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.

### 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:

- Medical, pharmaceutical, hospitalisation and treatment expenses, **if care is provided in Spain by medical staff 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

The insurer, subject to the limits set forth in the policy, guarantees payment of the fixed amount and the 24 monthly annuities listed in the schedule in the event the driver dies or suffers permanent total disability.

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 case of fatality of the insured driver, the insurer will indemnify the beneficiaries expressly designated by the insured (or his/her legal heirs, if there is no express designation), by paying the fixed amount set forth in the schedule, as well as the 24 monthly payments as annuities specified in the schedule.
- In the event the insured driver suffers permanent total disability, the insurer shall provide him or her indemnity by paying the fixed amount set forth in the schedule, as well as the monthly payments as annuities specified in the schedule.

### 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.

## 10

## SUBSIDY FOR TEMPORARY SUSPENSION OF THE DRIVING LICENCE

**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 **in connection with an administrative sanction**. Indemnity shall include payment of the monthly amount stipulated in the policy schedule for a maximum period of six months from the date of the sanction. 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 balance 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:** In the event of incidents arising from use of the vehicle, the driver shall be considered the insured as well as all occupants being transported for free. For other incidents, the insured parties include the policyholder, his/her spouse, children, and other family members residing with his/her.

■ **Vehicles included in this service:** Vehicles stated in the schedule weighing under 3,500 kg and where applicable, the trailer, provided that the registration number matches that of the insured vehicle.

### 1. Territorial Area

Vehicle assistance is provided in Spain, Europe, and coastal Mediterranean countries, from Km "0".

Personal assistance is provided throughout the world from Km “0”, except medical expenses, which are only provided abroad.

## 2. Requesting service

Request for service is made via telephone call.

## 3. Covered risks

Under this contract, the insurer undertakes to cover the risks listed below.

### 1. Vehicle and passenger cover

- 1.1. Mechanical assistance or vehicle towage
- 1.2. Vehicle recovery
- 1.3. Vehicle transfer or repatriation
- 1.4. Legal abandonment and room and board expenses
- 1.5. Transfer, repatriation or onward journey of the occupants of the broken down, stolen, or accident-damaged vehicle
- 1.6. Hotel expenses
- 1.7. Transfer of the insured to collect the vehicle
- 1.8. Sending replacement parts
- 1.9. Obtaining and sending copies of keys
- 1.10. Theft of the four wheels

### 2. Health cover

- 2.1. Medical care
- 2.2. Emergency health repatriation or transfer of injured and ill parties
- 2.3. Transfer or repatriation of accompanying insured parties
- 2.4. Sending medication
- 2.5. Medical, surgical, pharmaceutical and hospitalisation expenses abroad
- 2.6. Convalescence expenses

### 3. Personal assistance cover

- 3.1. Transmission of urgent messages
- 3.2. Transfer or repatriation of underage insured parties
- 3.3. Repatriation of the deceased and transfer of insured parties
- 3.4. Sending a driver
- 3.5. Early return
- 3.6. Locating and shipping luggage and personal belongings
- 3.7. Sending forgotten objects
- 3.8. Transportation of pets
- 3.9. Legal defence in the event of a road-traffic accident abroad
- 3.10. Legal information

- 3.11. Advance on criminal bail bonds abroad
- 3.12. Interpreting expenses
- 3.13. Advance on funds abroad
- 3.14. Obtaining safe-conduct documents

## 4. Cause of immobilisation

Immobilisation resulting from malfunction, accident, flat tyre, fuelling errors, depleted fuel, keys left in the vehicle and any broken auto glass preventing normal transit of the vehicle is covered.

## WARRANTY COVERED

### 1. Vehicle and passenger cover

#### 1.1. Mechanical assistance or vehicle towing (from Km "0" residence)

If, due to malfunction or accident, the vehicle becomes immobilised, the insurer will provide the emergency mechanical assistance required so that the insured can continue the journey. **This assistance is limited to a maximum of 60 minutes duration.**

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

However, if the vehicle cannot be repaired in the same place that the incident occurred, the insurer shall organise and arrange vehicle transfer.

This involves vehicle transfer to the official vehicle dealership that is nearest to the place where the incident occurs or one chosen by the insured, **provided that, in the latter case, it is within no more than 100 km.**

Vehicle towage expenses is covered for Spain and up to a **limit of 240.40 euros per towage** if this occurs abroad.

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

#### 1.2. Vehicle recovery

If the vehicle has been involved in an accident in which it comes off the road, the insurer will recover the vehicle so that it can be either driven again or transfer it using a suitable vehicle. The insurer covers the recovery expenses **up to a maximum of 600 euros.**

#### 1.3. Vehicle transfer or repatriation

If vehicle repair - according to official rates - lasts for more than eight hours or involves immobilising it for over three days and the vehicle is located over 100 km away from the insured's residence, or if in the event of theft, it is recovered after the return of the insured, the insurer undertakes to transfer it to the workshop designated by the insured out of those located in or near to the insured's town of residence, or to the nearest official dealership of the place the incident occurred.

This service shall also be provided by the insurer in the event of vehicle theft in which the vehicle is recovered after the return home of the insured. In this case, the insured

must prove that the theft was duly reported to the authorities in order to be eligible for this cover.

The insurer will cover transfer or repatriation expenses provided that at the time of the incident, the real value of the vehicle is higher than the cost of repair. To the contrary, the insurer will only cover the administrative and financial procedures required to de-register the vehicle (Legal Abandonment).

#### **1.4. Legal abandonment and room and board expenses**

This cover is included provided that the vehicle is in a condition to be transferred or repatriated in accordance with point 1.3. above.

- a. If the actual value of the insured vehicle prior to the accident or malfunction is less than the cost of the required repairs, the insurer shall only bear the cost of legally abandoning the vehicle in the place where it is located. In this case, the transfer or repatriation stated in the last section shall not apply.
- b. The insurer shall cover the expenses for parking or custody of the accident-damaged, broken down, or stolen vehicle once the insurer has specifically notified the insurer via telephone, **up to a maximum of 15 days and a maximum amount of 160 euros.**

#### **1.5. Transfer, repatriation or onward journey of the occupants of the broken down, stolen, or accident-damaged vehicle**

If the vehicle is immobilised for longer than one day or night in Spain or for more than three days abroad, the insurer shall cover the transfer of occupants to the insured's residence or to the destination, depending on whether more than half of the journey has been made, or will provide the insured parties with a rental vehicle **up to a maximum amount of 300 euros** to cover the same journey. The rental vehicle option is not applicable to vehicles used for the public transportation of people.

**At all times, fuel expenses will be paid by the insured.**

In the event of theft, the insured must prove that the theft was immediately reported to the authorities in order to be eligible for this cover.

#### **1.6. Hotel expenses**

In the event that vehicle immobilisation due to malfunction or accident can not be repaired during the day or takes longer than 2 hours, and the vehicle occupants have decided not to continue their journey, the insurer will cover the hotel accommodation and breakfast expenses, **up to a maximum of 4 nights and an amount of 61 euros per person in a three-star hotel in Spain and four-stars abroad.**

In the event of theft, the insured must prove that the theft was immediately reported to the authorities in order to be eligible for this cover.

**This cover may not be used if the cover for "transfer, repatriation or onward journey of occupants of the broken down, stolen, or accident-damaged vehicle" is used.**

#### **1.7. Transfer of the insured to collect the vehicle**

If the vehicle is repaired in the same place of the incident and has not been transferred, provided that it could have been transferred or repatriated in accordance with point 1.3 above, the insurer will cover the travel expenses of the insured or the

person nominated by the insured, in order to recover the vehicle. This service shall also be provided by the insurer in the event of theft, if the vehicle is recovered and in drivable condition, provided that the insured proves that theft was reported to the relevant authorities.

### 1.8. Sending replacement parts

If replacement parts are not available where the vehicle is being repaired, the insurer shall locate them and ensure they are sent by the most appropriate means.

**Only transport expenses are covered by the insurer, so once the insured has returned home, the cost of replacement parts received and where applicable, custom duties, must be borne by the insured.**

### 1.9. Obtaining and sending copies of keys

If the keys to the insured vehicle are lost or removed, the insurer shall endeavour, by all available means, to obtain a copy of the keys and send them to the insured as quickly as possible, regardless of destination.

### 1.10. Theft of the four wheels

The insurer shall provide a wheel collection service if they have been stolen. **This service will be provided only when there are workshops open within a 50 km radius** at the time of requesting the service. **The cost of the wheels shall be borne by the insured.**

## 2. Health Cover

### 2.1. Medical care

If an insured party suffers from a sudden illness or injury, 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, where necessary.

### 2.2. Emergency Health Repatriation or Transfer of Injured and Ill Parties

If an insured party suffers from a sudden illness or is injured while travelling, the insurer will cover transfer or repatriation to the most suitable hospital or to his/her home indicated in the schedule, via the most appropriate mode of transport. In the first case, if the insured subsequently needs to be transferred to another hospital or to his/her home, the insurer will also cover transfer.

In any event, the insurer shall apply the medical criteria provided in order to determine the appropriate medical attention to be received and the method of transfer in each case.

If the insured requires hospitalisation, the insurer shall bear the cost of accommodation and breakfast for the other insured parties **at a three-star hotel in Spain or a four-star hotel abroad, to a maximum of 61 euros per day.**

### 2.3. Transfer or repatriation of accompanying insured parties

When one or more insured parties have been transferred or repatriated due to an illness or injury, in accordance with section 2.2., and this circumstance prevents the other accompanying insured parties to return home via the initially plans means, the insurer will cover their transport home or to the hospital in which the transferred or repatriated insured party is located.

## 2.4. Sending medication

Where an insured party under medical treatment forgets his or her medication at his or her residence or loses it while travelling, and the medication is difficult or impossible to find in the place where the insured is located, the insurer shall make the necessary arrangements to obtain the medication and ensure that it reaches the insured via the most appropriate means. Only shipping costs shall be covered. **On returning to his or her residence, the insured must reimburse the insurer for the cost of any medication received.**

## 2.5. Medical, surgical, pharmaceutical and hospitalisation expenses abroad

If, as a result of a sudden illness or an accident occurring during the policy validity period the insured requires medical, surgical, pharmaceutical or hospital care, the insurer will assume the following costs:

- a. Hospitalisation costs.
- b. Medical and surgical expenses and fees.
- c. Expenses for medication prescribed by a doctor.
- d. Pharmaceutical expenses.

**Expenses are covered to a maximum of 6,000 euros.**

## 2.6. Convalescence expenses

If, as a result of sudden illness or accident during the validity period of the policy, any of the insured parties are medically prescribed to stay at a hotel until their condition allows for their transfer, continued travel, or return home, the insurer shall bear the hotel expenses for the recovering parties **for a maximum of 10 days at a three-star hotel in Spain or a four-star hotel abroad, including accommodation and breakfast to a maximum amount of 61 euros per day.**

## 2.7. Return trip and accommodation for one family member

In the event of hospitalisation for sudden illness or injury of any of the insured parties, the insurer will provide a family member residing in Spain, nominated by the insured, a return ticket to the medical centre and back home, in the event that the patient is expected to remain in the same place for a minimum of five days, under medical prescription from the doctor involved.

This includes accommodation and breakfast expenses for the family member for a maximum of 10 nights **at a three-star hotel in Spain or a four-star hotel abroad, to a maximum of 61 euros per day.**

# 3. Personal Cover

## 3.1. Transmission of urgent messages

The insurer is responsible for transmitting urgent messages as indicated by the insured with regard to cover contracted under the policy, or any other reason, when there is reasonable and demonstrable just cause.

Under this cover, calls for broken windows of the insured parties are received. The insured shall contact the insurer with the details of the nearest supplier to the place

of the incident, and if this contact is not possible, the insured will provide his/her telephone number to the insurer.

### **3.2. Transfer or repatriation of underage insured parties**

If underage insured children have to travel alone due to death, sudden illness or injury of any of the insured parties, the insurer will provide a professional person to accompany them on their journey back to their regular place of residence in Spain, or will cover the expenses for another person appointed by the insured to do this.

### **3.3. Repatriation of the deceased and transfer of insured parties**

If the event of death of one of the insured parties, the insurer will assume all necessary bureaucratic management as well as transfer and repatriation from the place of death to the burial site. The insurer will also be responsible for transporting the other insured parties accompanying the deceased party if they are not able to return via the initially planned means.

### **3.4. 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 destination of their choice, provided that the number of days required are the same, if, due to serious illness, accident or death, the insured has been moved or is incapacitated to drive and no other passenger can take his or her place as driver.

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

### **3.5. Early return**

In the event of death or severe illness; in other words, at risk of death, in Spain, of the spouse, first-degree relatives in the ascending and descending line or brother or sister of the insured or his/her spouse, the insurer will organise and will be responsible for transportation of this person to the burial site or hospital, when said party is not able to return via the initially planned means.

In the event of an incident at the primary residence of the insured in Spain while travelling abroad, and as a result the insured is forced to return home immediately, the insurer shall bear the cost of transporting them to said residence on the means of transportation deemed most appropriate by the insurer. The insurer shall also bear the cost, where necessary, of returning the insured to the place where they were before the incident occurred.

### **3.6. Locating and shipping luggage and personal belongings**

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

In this case or in the event that belongings are lost or misplaced, if they are recovered, the insurer shall arrange for them to be sent to the place where the insured is located while travelling or to his or her residence.

### 3.7. Sending forgotten objects

The insurer shall arrange for and bear the cost of sending any items that the insured may have forgotten in the place or places he or she visited on their travels, to their residence.

This cover also includes objects that are indispensable for travelling and were forgotten at the residence before departure.

For all cases indicated in this article, the insurer shall only arrange for and bear the cost of **sending objects that weigh under a maximum of 10 kg.**

### 3.8. Transportation of pets

The insurer shall bear the costs resulting from transporting any pets **up to 75 kg travelling with the insured**, in the event the insurer needs to transport the insured for any reason covered under this contract. This cover will be provided only in the case that no other insured party can arrange the animal's transportation and the insured vehicle cannot be used for such purposes.

### 3.9. Legal defence for drivers abroad

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

### 3.10. Legal information

The insurer shall provide insured parties who require a lawyer abroad, but do not have sufficient information to find one, the necessary information upon request.

### 3.11. Advance on criminal bail bonds abroad

This cover includes, as advance payment on behalf of the insurer, the posting of criminal bail bonds to ensure that the insured is released on bail or attends the trial.

In this case, the insured must sign a document acknowledging the debt and undertake to reimburse the sum within two months of returning to his or her residence or, at all times, within three months of placing the request.

**The maximum sum payable in advance for this purpose is 6,100 euros.**

The insurer reserves the right to request some type of bank or other guarantee from the insured to ensure repayment of the advanced sum.

### 3.12. Interpreting expenses

In the event of initiating legal proceedings abroad as a consequence of a road-traffic accident in which the insured vehicle is involved, the insurer shall bear the interpreting expenses **up to a limit of 1,200 euros.**

### 3.13. Advance on funds abroad

If, while travelling abroad with the insured vehicle, the insured finds him or herself with no money in cash due to theft, loss of luggage, illness or accident, or if the vehicle malfunctions and the insured needs funds to cover its repair, the insurer shall arrange to send funds in order for the insured to make the necessary payments. This sum must have been previously deposited into the insurer's account by a third party,

or by making a transfer to the bank indicated by the insurer. **The maximum amount of funds to be advanced is 1,500 euros.**

### 3.14. Obtaining safe-conduct documents

The insurer shall bear the cost of processing and obtaining any safe-conduct documents that the insured requires for repatriation to Spain when, as a result of an accident, robbery or theft with violence while travelling abroad, the insured is no longer in possession of his or her national identity document, driving licence or the vehicle's technical inspection papers.

The insurer shall not be liable for damages resulting from such circumstances or the misuse of such documents by third parties.

## GENERAL EXCLUSIONS

The following general risks are excluded from all cover:

### 1. GENERAL EXCLUSIONS

- a. Cover and benefits which were not requested from the insurer and which were not carried out with or by agreement, except in situations of force majeure or proven physical impossibility.
- b. Incidents caused due to wilful misconduct or notoriously dangerous or reckless activities by the insured, the insurance policy-holder, beneficiaries or anyone travelling with the insured.
- c. Accidents or malfunction occurring while participating in official or private sporting competitions, training sessions, trials or wagers, participating in organised excursions and treks, driving through forestry trails or using off-road vehicles (4x4 trial, enduro, etc.).
- d. Incidents occurring due to adventure and touristic sports and those practised using resources provided basically by the nature in which they are carried out and which risk forms an inherent part of them, such as paragliding, whitewater rafting, heli-skiing, canoeing, bungee jumping, hydrobob, hydrospeed or riverboarding, etc.
- e. Events that occur due to natural phenomena such as earthquake, tsunami, flood, volcanic eruption, cyclone, falling astral bodies and other events that are considered catastrophes or disasters.
- f. Incidents occurring in the event of war, demonstration, popular uprising, act of terrorism and sabotage, strike, riot, restriction to public circulation or any other case of force majeure, unless the insured proves that the incident is not related to these events.
- g. Body injury or accidents caused by criminal acts, provocation, quarrels, fights and duels, recklessness, bets or any other risky or reckless action.
- h. Violent acts or actions of the armed forces or of the security forces and services in times of peace.
- i. Incidents caused by nuclear radiation.

### 2. EXCLUSIONS RELATED TO COVER OF THE INSURED VEHICLE AND OCCUPANTS.

- a. Hitch hiking passengers.

### 3. EXCLUSIONS RELATED TO HEALTH COVER

- a. Illnesses or injuries that are not sudden, that are a consequence of chronic processes occurring prior to travelling, as well as complications and relapses.

- b. Injuries occurring while performing manual labour.
- c. Death by suicide or illnesses and injuries arising from attempted suicide or intentionally caused by the insured him/herself.
- d. The treatment of illnesses or pathological conditions caused by the intentional ingestion of toxic or narcotic drugs, or by the use of medicines without a medical prescription.
- e. Expenses related to prostheses, glasses and contact lenses.
- f. Birth and pregnancies, unless there are unforeseen complications during the first six months.
- g. Any type of mental illness.
- h. Burial and funeral costs, in the event of transfers or repatriation of deceased persons.

**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, broken windows, legal defence, claim for damages, personal accident cover for passengers and accident cover for the driver (fixed sum plus annuity) are applicable **throughout the European Economic Area and countries that have signed the Multilateral Guarantee Agreement, and Morocco.**
2. The mandatory public liability insurance cover shall take effect:

**In Spain, subject to the quantitative limits set forth for mandatory insurance at any given time under current law.**

**Outside of Spain:**When the event occurs abroad, yet **within the territorial scope of the European Economic Area or countries that have signed the agreement between the national insurance offices of the Economic Area Member States and those of other, associated states**, this cover is granted subject to the limits and under the conditions stipulated as mandatory in the legislation of the state in whose territory the incident has occurred. Nonetheless, if the incident occurs in a European Economic Area Member State, **the limits of cover provided for in the above section shall apply, provided that they are higher than those in force in the country in which the incident has occurred.**

With regard to territories not referred to in Section 1, the relevant green card must be issued.

3. The territorial scope applicable to the subsidy covers for legal assistance, temporary driving licence suspension, roadside assistance and replacement vehicles is governed by the provisions of articles 7c, 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.**

The parties may oppose the extension of the contract by giving notice in writing to the other party. Notice must be given at least one month prior to the end of the ongoing insurance period when the extension is opposed by the policyholder, and at least two months when it is opposed by the insurer.

The insurer must inform the policyholder of any changes to the insurance contract at least two months prior to the end of the ongoing period.

- 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.

## 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. While the contract is in force, the policyholder or the insured must notify the insurer as soon as possible of any changes to the factors and circumstances declared in the questionnaire provided for in the last section that would increase the level of risk and are of such a nature that, had they been known to the insurer when the contract was drawn up, the contract would not have been executed or would have incorporated clauses of a more onerous nature.

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.

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

In the event of an occurrence that could require the provision of one of the services covered under this policy, the insured must immediately contact the insurer by calling the number stated on the assistance card. **If this requirement is not met, the insurer shall 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.

Expenses resulting from compliance with this obligation, provided that they are not inappropriate or disproportionate to the salvaged goods, shall be borne by the insurer, even where such expenses do not yield effective or positive results, **up to the vehicle's actual cash value.**

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.

- 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.

## CONSORTIUM INDEMNITY CLAUSE FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS OCCURRING IN SPAIN IN INSURANCE AGAINST DAMAGE TO GOODS AND IN PUBLIC LIABILITY INSURANCE FOR LAND MOTOR VEHICLES

Pursuant to the revised text of the Insurance Compensation Consortium Legal Statute, approved by Royal Legislative Decree 7/2004, 29 October, the policyholder of an insurance contract that by law must include a surcharge payable to this public business entity has the power to reach an agreement for the cover of extraordinary risks with any insurance entity that meets the conditions required under current legislation.

Indemnity resulting from incidents arising from extraordinary events that occur in Spain and that may affect the risks located therein shall be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges thereto and in the event of the following situations:

- a. The extraordinary risk covered by the Insurance Compensation Consortium is not covered under the insurance policy contracted with the insurance company.
- b. That, even if it is covered by said insurance policy, the insurance company cannot meet its obligations because it has been judicially declared bankrupt or is subject to compulsory liquidation proceedings or such liquidation has been undertaken by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall comply with the provisions set forth in said Legal Statute, in Law 50/1980, 8 October, on Insurance Contracts, in the Regulations on extraordinary risk insurance approved by Royal Decree 300/2004, 20 February, and in all complementary provisions.

### Summary of legal regulations

#### 1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including those caused by battering of coastal waters), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts exceeding 120 km/h and tornadoes) and falling astral bodies and meteorites.
- b. Those caused violently as a result of terrorism, rebellion, insurrection, riot or civil unrest.
- c. Acts or actions of the armed forces or the security forces and services in times of peace.

Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and other relevant competent public bodies. In the case of political or social events, as well as in the case of damage caused by acts or actions of the armed forces or the security forces in times of peace, the Insurance Compensation Consortium

shall be able to collect information about the facts from the competent judicial or administrative bodies.

## **2. Excluded risks**

- a. Those that do not give rise to indemnity according to the Insurance Contracts Act.
- b. Those caused to goods insured by an insurance contract other than those in which a surcharge in favour of the Insurance Compensation Consortium is mandatory.
- c. Those due to faults or defects inherent in the insured object or due to evident lack of maintenance.
- d. Those caused by armed conflicts, even when not preceded by an official declaration of war.
- e. Those derived from nuclear energy, without prejudice to the terms of Act 12/2011, 27 May, on public liability for nuclear damage or damage caused by radioactive materials. Notwithstanding the foregoing, any direct damage caused to an insured nuclear plant shall be understood to be included where 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 property that is fully or partially submerged on a permanent basis, those attributable to the mere action of waves or ordinary currents.
- g. Those caused by natural phenomena other than those set forth in section 1.a above and, in particular, those caused by a rise in the water table, hillside movements, landslides or soil settlement, falling rocks and other similar phenomena, except where they are obviously caused by the action of rainwater that has, in turn, caused extraordinary flooding in the area and they occur simultaneously with the flooding.
- h. Those caused by the actions of people during the course of meetings and demonstrations held in accordance with Organic Law 9/1983, 15 July, regulating the right to assembly, as well as during legal strikes, unless such actions may be considered extraordinary events under the terms of the above section 1.b.
- i. Those caused by the insured acting in bad faith.
- j. Those arising from natural phenomena that cause damage to goods or pecuniary loss when the policy issue or effective date, if later, does not precede the incident date by seven calendar days, unless it can be shown that it was not possible to take out the insurance beforehand due to non-existence of the insured interest. This elimination period shall not apply in the case of policy replacement or substitution, with the same or another entity, without any break in continuity, except for the part that was the object of increased or new cover. Nor will this apply to the portion of the sums insured resulting from the automatic adjustment set forth in the policy.
- k. Those related to incidents occurring prior to payment of the first premium or when, under the terms of the Spanish Insurance Contracts Act, the cover provided by the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to the non-payment of premiums.
- l. Indirect damage or losses resulting from direct or indirect damage, other

than the pecuniary loss defined as subject to indemnity in the Regulations on Extraordinary Risk Insurance. In particular, this cover does not include damage or losses occurring as a result of an outage or alteration of the outside supply of electrical energy, fuel gases, fuel oil, gas oil or other fluids, or any other damage or indirect losses other than those cited in the preceding paragraph, even though these alterations may be derived from a cause included in the extraordinary risk cover.

- m. Incidents that, due to their magnitude and severity, are qualified by Spain's Government as a national catastrophe or disaster.
- n. In the case of public liability relating to land motor vehicles, the personal injuries derived from this cover.

### 3. Excess

#### I. The excess payable by the insured shall be:

- a. In the case of direct damage, in insurance against damage to goods, the excess payable by the insured shall equal 7% of the amount of the damage subject to indemnity caused by the incident. However, no excess shall apply to damage affecting homes, communities of property owners or vehicles covered by an auto insurance policy.
- b. In the event of several pecuniary losses, the excess payable by the insured shall equal that set forth in the policy, in time or in amount, for damage resulting from ordinary claims involving loss of revenue. If there are several excesses for the cover of ordinary claims for loss of revenue, those established for the main cover shall apply.
- c. If the policy establishes a combined excess for damage and loss of revenue, material damage shall be settled by the Insurance Compensation Consortium deducting the excess applicable in accordance with the above section a., and loss of revenue deducting the excess established in the policy for the main cover, less the excess applied in the settlement of the material damage.

#### II. No excess shall apply in personal insurance.

### 4. Scope of the cover

The cover of extraordinary risks shall extend to the same insured goods and the same amounts that may have been established in the insurance policies for the purposes of cover against ordinary risks.

Notwithstanding the foregoing:

- a. In policies covering own damage to motor vehicles, the cover of extraordinary risks by the Insurance Compensation Consortium shall cover the full insured interest, even when cover under the ordinary policy is only partial.
- b. If the vehicles only have a public liability land motor vehicle policy, the cover for extraordinary risks by the Insurance Compensation Consortium shall cover the value of the vehicle in its state at the moment immediately prior to the incident, in accordance with generally accepted market prices.
- c. With regard to life insurance policies that, under the terms of the contract and in accordance with the laws regulating private insurance, generate policy reserves, the cover of the Insurance Compensation Consortium shall refer to the sum insured at risk

for each insured party; in other words, the difference between the insured sum and the policy reserves that the insurer that issued the policy must have established. The amount corresponding to the policy reserves shall be paid by said insurance company.

### **Notification of damage to the Insurance Compensation Consortium**

1. The request for indemnification for damages whose coverage corresponds to the Insurance Compensation Consortium

Will be made in a communication to it by the policyholder, the insured or the beneficiary of the policy, or by anyone acting for and on behalf of the above, or the insurer or the insurance agent who manages the insurance.

2. Notification of damage and receipt of information relating to the procedure and the state of the claim for the incident may be made:

- By calling the Insurance Compensation Consortium Call Centre (**900 222 665** or **952 367 042**).
- Through the Insurance Compensation Consortium website (**[www.conorseguros.es](http://www.conorseguros.es)**).

3. Valuation of the damage:

The valuation of the damage subject to indemnity, in accordance with insurance legislation and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium, without it being bound to any valuations that, if applicable, were carried out by the insurance company covering ordinary risks.

4. Payment of indemnity:

The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the policy by means of bank transfer.



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