



CASER AUTO

General Conditions

CAJA DE SEGUROS REUNIDOS

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

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GENERAL INSURANCE CONTRACT CONDITIONS

PRELIMINARY ARTICLE

The content of this policy, in compliance with Article 25.2 of Spanish Royal Legislative Decree 6/2004, of 29 October, by means of which the revised text of the Law on Private Insurance is approved, is adapted to the said Law, to its Regulation (Royal Decree 2486/1998) and the Insurance Contracts Act of 8 October 1980 (Act 50/80), to Royal Legislative Decree 8/2004, dated 29 October, approving the revised text of the Civil Liability and Motor Vehicle Insurance Act and Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles.

I. DEFINITIONS

In this contract,

1. INSURER means: CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S. A., hereinafter the Insurer, whose registered office is on Avenida de Burgos, 109, 28050 Madrid [Spain], who assumes the coverage of the contractually convened risks by collecting the corresponding premiums. Their activity is controlled and supervised by the Department for Insurance and Pension Funds of the Spanish Ministry of Finance and the Treasury.

2. POLICYHOLDER means: The natural or legal person who, with the Insurer, enters into this contract and assumes the obligations therein, except for those which, due to their nature, are to be met by the Insured.

3. INSURED means: The natural or legal person, holder of the interest that is the object of the insurance, who shall assume the obligations herein in the absence of the Policyholder.

4. OWNER means: The natural or legal person who is the official owner of the vehicle insured hereby.

5. BENEFICIARY means: The natural or legal person who holds the right to compensation.

6. DRIVER means: The people or person who have a driver's permit and were authorised to drive the vehicle by the Insured or the owner of the vehicle, and who were driving the vehicle, or had it in their custody or were responsible for it at the time of the claim.

It shall be construed that the vehicle was only driven by the people or person named in the Special Conditions, and whose stated characteristics are the base for calculating the premium.

7. POLICY means: The document that contains the terms and conditions of the insurance. They are an integral part of the policy: The General Conditions, the Particular Conditions that individualize the risk; the Special Conditions, if pertinent, and the Supplements or Schedules that are issued with the policy to complement or modify it.

8. SUM INSURED OR MAXIMUM COVER O means: The maximum sum to be compensated per claim in each type of insurance.

9. EXCESS means: The expressly convened sum that will be deducted from the compensation for each claim and that will be paid by the Insured.

10. INSURED VEHICLE means: The automobile vehicle, with its standard and optional elements and/or trailer, where appropriate, as described in the insurance's Specific Conditions.

11. THE STANDARD AND/OR OPTIONAL ELEMENTS are defined below:

- Standard elements shall mean the elements that are always included in that vehicle model by the manufacturer at no extra cost, and without which the vehicle cannot be purchased on the market.
- Optional elements shall mean any elements that are expressly requested by the purchaser of the vehicle or that are included by the dealer or the seller as an extra, either as a gift or an offer.

Any optional elements are to be stated in the Specific Conditions, with their literal description.

12. PURCHASE VALUE means: The sum paid by the owner, according to the sales receipt, to purchase the insured vehicle, including the surcharges and taxes that make the vehicle apt for being driven on public roads, **unless they are tax deductible** for the owner. This price only includes the vehicle's standard elements and the optional elements that are expressly described in the Specific Conditions.

13. MARKET VALUE means: **The sales value of the insured vehicle, immediately prior to the claim. The said market value shall be established according to the price of a vehicle with identical features, condition and age on the "second hand" car market, taking as basis those published in the statistics bulletin for the quarter corresponding to the date on which the claim occurs, published by the Spanish National Association of Motor Vehicle Vendors and Repair and Spare-parts Dealers [Asociación Nacional de Vendedores de Vehículos a Motor, Reparación y Recambios], commonly referred to as "GANVAM White Paper" or "GANVAM Sales Values", or in similar publications that may replace the former, applying the corresponding corrections if the vehicle can be inspected.**

14. FIRST LOSS means: The maximum limit of compensation for a claim shall be the value given in the Specific Conditions. For new coverage after a claim, the premium will need to be reinstated on a proportional basis until it next expiry date.

15. PREMIUM means: The price of the insurance. In addition, the premium receipt shall include any surcharges and taxes required by law.

The premium is defined according to the principle of free competition on the insurance market. It may be modified to allow the Insurer to pay the series of obligations that arise from the insurance contract.

16. CLAIM means: Any event, the consequences of which are warranted by one of the insurance types.

All of the damages resulting from the same event shall be construed as a single claim.

17. BODILY INJURY means: The bodily injury or death of natural persons.

18. PROPERTY DAMAGE means: The damage, deterioration and destruction of objects, as well as injury to animals.

19. TOTAL LOSS means: **That the cost of repairing the claimed vehicle exceeds 75 percent of its market value or, where appropriate, its purchase value, where such a warranty is applicable.**

20. UNLAWFUL REMOVAL means: The offence of theft, purloin, or theft and purloin of vehicle use as defined in the Spanish Criminal Code, whether the offence was accomplished or attempted.

21. MOTOR VEHICLE: Motor vehicle shall mean all vehicles suitable for driving on land and driven by an engine, including motorcycles, special vehicles, trailers and semitrailers, which require administrative authorisation to be driven on roads pursuant to that established in the legislation relating to traffic and road safety. For the interpretation of the concepts included in this definition, the provisions of Royal Decree 2822/1998, dated 23 December, approving the General Vehicle Regulations shall be applicable, as well as any other regulations that complement or modify the aforementioned.

22. DRIVING EVENT means: Driving events are construed as claims caused by the risk of driving motor vehicles in garages and parking areas as well as along public roads and land suitable for traffic, whether they are urban or long-distance, and along roads or land that are commonly used although they are not public.

Traffic incidents will not be deemed to include:

- Accidents that are due to driving motor vehicle at sports contests in special circuits shall not be construed as driving events.
- Likewise, accidents that occur during the performance of industrial and agricultural tasks with motor vehicles specially designed for that purpose shall not be construed as driving events, without prejudice to paragraph one of this definition, when said vehicles, travelling on the roads or land mentioned in said paragraph, were not carrying out their normal industrial or agricultural activities. In the field of vehicle distribution logistics processes, industrial activities are construed as loading, unloading, storage and other operations necessary for handling vehicles considered as goods vehicles.
- Likewise, using a motor vehicle with the malicious intent of committing an offence against people and property with shall not be considered a driving event. In all cases, the use of a motor vehicle in any of the ways described in the Spanish Criminal Code as an offence against traffic safety shall be construed as a driving event, including the event envisaged in Article 382 of the Spanish Criminal Code.

- Motor vehicle movements on thoroughfares or land that are not subject to traffic, motor vehicle circulation or road safety laws, such as port and airport installations.

23. USUAL DRIVING AREA means: For the effects of the premium that is applicable to the contract, the usual driving area is the area where the insurance driver described in the Specific Conditions resides.

24. THEFT OF THE ENTIRE VEHICLE means: When, in the event of theft, purloin or looting the insured vehicle, it has not been recovered before forty days have elapsed from the date of the report to the Insurer.

The date on which the insured vehicle is recovered shall be construed as the date on which the competent authority recovers the said vehicle.

25. CATEGORY ONE VEHICLES means: This category includes vehicles with four or more wheels, provided their total weight, including useful load, is 3,500 kg or less, with exception to quads.

26. CATEGORY TWO VEHICLES means: Vehicles with four or more wheels whose weight exceeds 3,500 kg:

- Lorries: including lorries as such, the tractors of articulated lorries, and public vehicles for cleaning and irrigation.
- Industrial vehicles.
- Tractors and automatic farm vehicles and forestry tractors.
- Trailers and semi-trailers.

27. CATEGORY THREE VEHICLES means: Two and three-wheel vehicles: scooters, three-wheeler vans, motorcycles, mopeds, and similar vehicles. This category also includes quads.

II. INSURANCE TYPES

The Insurer hereby assumes coverage of the claims described below and which have been expressly convened in the Specific Conditions, with the limits and for the motor vehicle or vehicles described therein:

TYPE ONE A: COMPULSORY CIVIL LIABILITY (Article 34)

TYPE ONE B: VOLUNTARY CIVIL LIABILITY (Article 35).

TYPE ONE C: AGRICULTURAL CIVIL LIABILITY (Article 36).

TYPE ONE D: CIVIL LIABILITY FOR LOADS (Article 37).

TYPE TWO: DAMAGE TO THE INSURED VEHICLE, FIRE INCLUDED (Article 38).

TYPE THREE: THEFT OF THE VEHICLE (Article 39).

TYPE FOUR: WINDSCREEN BREAKAGE (Article 40).

TYPE FIVE: BODILY ACCIDENTS (Article 41).

TYPE SIX: OBLIGATORY PASSENGER INSURANCE (Article 42).

TYPE SEVEN: HIGHLY PROTECTED UNNAMED DRIVER (Article 43).

TYPE EIGHT: COMPENSATION FOR LOSS OF DRIVING LICENCE (Article 44).

TYPE NINE: MECHANICAL WARRANTY FOR SERIOUS BREAKDOWN (Article 45).

TYPE TEN: REPLACEMENT VEHICLE (Article 46).

III. TERRITORY

1. Compulsory insurance, Type One A, which is regulated by Article 34 of this policy, shall take effect in the European Economic Area and the rest of the countries that signed the Inter-Bureau Agreement (Green Card Agreement), pursuant to Article 4 of Spanish Royal Legislative Decree 8/2004 of 29 October, by means of which the revised text of the Law on Civil Liability and Motor Vehicle Insurance is approved, and in Article 6, Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles.

2. Providing they appear in the policy's Specific Conditions as having been contracted, voluntary coverage in Types One B, One D, Two, Three, Four, Five, Seven and Nine, shall be valid in:

- Spain and the remaining European Union.
- The other countries that signed the Inter-Bureau Agreement (Green Card Agreement) and that appear on the Insurance's International Certificate.
- Andorra, Gibraltar, Liechtenstein, Monaco, San Marino and the Vatican City.

3. Types One C and Six and Eight shall only take effect in Spain.

4. As regards Type Six, its cover shall be applicable to all journeys with itinerary within Spain and those that commence in Spain, although with no limitation as to destination; this is not applicable to those that commence abroad and finalise in Spain.

5. Warranties for travel assistance, legal defence and immobilising mechanical breakdown covers shall be governed by the said warranties.

6. Type Ten cover shall be applicable in Spain, in Europe, including Russia as far as the Urals, and in non-European countries that have a Mediterranean coastline.

ARTICLE 1 – GENERAL EXCLUSIONS AND RIGHT OF RECOVERY

I. GENERALLY EXCLUDED RISKS

The appropriate exceptions to the Compulsory Civil Liability coverage, without prejudice to the Insurer's right of recovery against the Driver or the Insured.

In addition to the specific exclusions described in the different types of insurance, in general the Insurer does not cover the consequences of the following:

- a) Loss to the vehicle caused knowingly by the Policyholder, the Insured, the driver, the owner and their families, unless the damage was caused to avoid a worse situation.**
- b) Loss due to flood, earthquake, volcanoes, atypical cyclones, falling sidereal bodies and aerolits, terrorism, riots, popular uprisings, peacetime events and operations of the Armed Forces or Security Forces and Corps, civil or international war, unruly behaviour during meetings, demonstrations and strikes, and events declared a "national catastrophe or calamity" by government authorities.**
- c) Loss due to changes to the material's atomic structure, its thermal, radioactive or other reactions, and the artificial acceleration of atomic particles.**
- d) Loss caused by drunk driving or driving under the influence of drugs, narcotics and psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.**
- e) Loss caused when the insured vehicle is driven by a person who does not hold an appropriate driving licence, or whose driving licence has been annulled or taken away due to a conviction or an administrative penalty, except for the rights that assist the Insured in the event of loss due to theft and the policy covers theft.**
- f) When drivers of a vehicle insured by the Insurer cause an accident, whether or not they are convicted for the offence of "hit and run". This exclusion shall not cover the owner of a vehicle when the driver is paid by the owner, without prejudice to the Insurer's right of recovery against the said driver.**
- g) Loss due to theft, purloin or theft and purloin of usage of the insured vehicle. If the vehicle is covered by policy Type Three, the provisions of Article 39 shall be followed.**
- h) Unless otherwise convened, any loss caused by any type of motor vehicle that performs industrial or agricultural work, if the accidents occur in the course of such industrial or agricultural work and are not a direct consequence of driving such vehicles.**

i) Loss that arises when the Policyholder, the Insured or the driver have infringed a regulation regarding regular check-ups, the number of people being transported, weight, the vehicles authorized load or dimensions, the objects or animals that may be transported or the way in which this is done, providing that the infringement was the direct or indirect cause of the accident or of its consequences if it was a vehicle that was not officially authorized for transporting people.

j) Loss occurring when the insured vehicle takes part in bets, challenges and sports events.

k) Loss occurring when the insured vehicle is used as an instrument to knowingly commit an offence or a crime against people or property.

In all cases, the Insurer shall be free from the compensation payment and any other benefit, if the loss was due bad faith on the part of the Policyholder, the Insured, and the owner, the driver authorized by them, or any of their relatives. Likewise, the Insurer shall be held free if there was a false intention or falsehood in the claim report, without prejudice to any other pertinent liabilities.

II. RISKS EXCLUDED UNLESS OTHERWISE CONVENED

The consequences of the following events are not covered by the policy, unless they are expressly included in the Specific Conditions and, as appropriate, the corresponding extra premium is paid:

- Loss caused when an insured vehicle's takes part in races and contests, and in the preparations for such events.**
- Those arising from the insured vehicle's location inside airport installations, even when such circumstance is sporadic.**
- Those that occur when the vehicle is driven habitually inside maritime ports, except when the organisation managing the installations requires specific insurance before allowing the vehicle to be driven therein.**

III. RIGHT TO ACTION FOR RECOVERY

After they have paid compensation, the Insurer may take action for recovery:

- 1. Against the driver, the owner of the vehicle that caused the accident and/or the Insured, if the damage was due to the wilful behaviour of either of the latter, to drunk driving, or driving under the influence of drugs, narcotics or psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.**
- 2. Against the third party who caused the damage.**

3. Against the Policyholder or the Insured, for the motives established under the Insurance Contract Act and against the owner or the driver, for motives derived from the insurance contract.

4. On any other occasion in which action for recovery could be taken according to law.

ARTICLE 2 – PROVISIONS FOR POLICY TYPES ONE A AND ONE B

1. Obligation to inform

The Policyholder or the Insured shall notify the Insurer of any court and out-of-court order or administrative notification that comes to their knowledge regarding the loss **within twenty-four hours**, as well as any kind of information regarding its circumstances and consequences.

Failure to comply with this obligation shall only entail loss of the right to compensation if malicious intent or serious fault concur, in which case the Insurer may claim reimbursement from the Policyholder or the Insured of any moneys they have already paid or are obliged to pay.

In court procedures promoted against the Policyholder or the other Insured people, the former shall provide the lawsuit or settlement slip, if appropriate, to the Insurer's address before twenty-four hours have elapsed.

2. Claims

The Insured shall not negotiate, accept or reject a claim related to the claims covered in this policy without the Insurer's permission. Any dealing with the contrary party on the part of the Insured without prior permission from the Insurer shall give the latter the right of action for recovery against the Insured for any moneys that the Insurer is obliged to pay.

3. The Insured's defence

Unless otherwise convened, the Insurer shall assume legal management in any claims made by an aggrieved party for which this policy covers Civil Liability. The Insurer shall name solicitors and lawyers who shall defend and represent the Insured or the people for whom the Insured is liable, even when there are no grounds for a claim. The cost of the defence shall be met by the Insurer. The Insured shall collaborate with the defence and undertake to grant powers of attorney and personal assistance when necessary.

When the party who makes the claim is insured by the same insurance company, the claim shall be excluded from the coverage. If other conflicts of interest exist, the Insurer shall notify the Insured of the fact, without prejudice to any urgent judicial formalities required for the defence. The Insured may choose to retain the Insurer's legal management or entrust their representation and defence to a different person. In the latter case, the Insurer shall pay the cost of the said legal management according to the Guideline Regulations of the appropriate professional associations and any legal fees, up to the limit convened in the policy.

4. Capacity to deal

The Insurer may reach a settlement with the aggrieved party at any time for the sum of compensation they claim, within the limits of the policy coverage.

5. Insurer's provision

Within the limits set forth in the Specific Conditions, the Insurer shall pay:

- The aggrieved parties, or the parties who derive their right from them, any indemnities that arise from the Insured's or the driver's Civil Liability, under the terms described in Articles 34 and 35.
- The cautionary payments that the courts may require the Insured or the driver to pay, due to their Civil Liability, up to the sum fixed in the policy's Specific Conditions for such coverage.

6. Lawsuits

In court proceedings promoted against the Policyholder or the other Insured people, the Policyholder shall provide the lawsuit or the settlement slip, where appropriate, to the Insurer's management before twenty-four hours have elapsed.

7. Reimbursement of moneys, court costs and expenses

If, in judicial proceedings, the contrary party is ordered to pay the court costs, the Insurer shall subrogate themselves in the Insured's rights to receive the costs in order to recover the expenses they have paid and which are included in the court costs.

In the event of criminal proceedings in which the Policyholder, the Insured, the owner or the driver of the vehicle receive a final judgement beyond appeal for an offence committed with malicious intent, they shall be obliged to reimburse the moneys the Insurer paid for their defence.

The Insurer reserves the right to require the Policyholder, the Insured, the owner or the driver of the vehicle to reimburse any bail deposited during a criminal trial against an insured person, providing the bail concerned is lost for reasons that can be attributed to the said insured person.

The Insurer may require the Policyholder, the Insured, the owner or the driver of the vehicle to reimburse any moneys paid by them from above the maximum cover given in the Specific Conditions.

BASIS OF THE CONTRACT

ARTICLE 3 – REPORTS

The application and questionnaire completed by the Policyholder, and the Insurer's proposal, where appropriate, in conjunction with this policy, form an entire unit, the basis of the insurance, which only covers the property and risks detailed in the policy, within the convened limits.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder will have **one month** in which to require the Insurer to pay the difference. If no claim is made during the said period, the policy's provisions shall be followed.

This Article is inserted in this policy in compliance with the last paragraph of Article 8 of the Spanish Insurance Contract Act.

ARTICLE 4 – CONCLUSION AND EFFECT OF THE CONTRACT AND DURATION OF THE INSURANCE

After the contract has been signed, the insurance enters into force on the day and at the time given in the Specific Conditions, providing the Insurer has been paid the premium, unless otherwise convened.

The contract shall be null and void if, at the time it is concluded, no vehicle exists or a claim has occurred.

The Specific Conditions are fixed for the duration of the contract. Unless otherwise convened, the policy shall expire and be renewed automatically every year. The Policyholder is to pay the premium for the following year to keep the insurance current.

The parties may oppose the renewal of the contract by written notice to the other party **no later than two months** before the current insurance period expires.

Only the Insurer is authorised to issue premium receipts. Therefore, only the receipts issued by them or, in the event of direct debit, the slips issued by the bank in the Insurer's name, shall be evidence of payment.

The premium shall be calculated on the current rate each time the policy expires and when the Policyholder decides to make changes in a risk.

ARTICLE 5 – OBLIGATIONS WHEN TAKING OUT INSURANCE AND WHILE IT IS IN FORCE

The current policy is agreed on the basis of the data provided by the Policyholder, by which the Insurer accepts the risk, assumes the obligations that arise due to the contract and sets the premium.

Before entering the contract, the Policyholder is obliged to report to the Insurer all of the circumstances known to them that may have a bearing on evaluation of the risk, in a questionnaire provided to that effect. The Policyholder shall be exempted from the obligation if the Insurer fails to provide the questionnaire or if, having provided it, the circumstances that may have a bearing on evaluation of the risk do not appear on the questionnaire.

While the contract is in force, the Policyholder or the Insured shall notify any circumstances that increase the risk and that are of such a nature that, if they had been known by the Insurer at the time the contract was concluded, they would not have entered into the contract or they would have entered into it with more expensive conditions. Such circumstances could be the objective conditions of the driver or drivers, the specifications of the insured vehicle and the purpose for which it will be used.

ARTICLE 6 – PREMIUM PAYMENT

The Policyholder is obliged to pay the first premium or the single premium when the contract is entered into and signed. Successive premiums shall be paid as each policy expires.

If no place for making payments is given in the Specific Conditions, it shall be construed that the payment shall be made at the Policyholder's address. Payment can also be made at any of the banks listed on the bill.

If the policy is not to come into force immediately, the Policyholder shall delay payment of the premium until the policy comes into effect.

If the Policyholder fails to pay the first premium or did not pay the single premium when it was due, the Insurer shall have the right to terminate the contract or claim payment of the premium through the courts on the basis of the policy. If the premium was not paid before the loss occurred, the Insurer shall be freed from their obligation.

In the event of failure to pay one of the subsequent premiums, the Insurer's coverage will be suspended for one month after the expiry date. If the Insurer fails to claim payment before six months have elapsed since the premium was due, the contract shall terminate without any further notification or requirement on their part.

In all cases, when a contract has been suspended, the Insurer may only demand payment of the current premium.

If the contract has not been discharged or terminated pursuant to the above paragraphs, the coverage shall have effect again at midnight on the day that the Policyholder paid the premium.

For annual insurance policies, the Insurer may collect premium by instalments at the request of a Policyholder. The insurance policy will still be an annual policy, and the payment by instalments shall be for the entire year. In the event of a claim, the Insurer may deduct the outstanding instalments for the current year from the compensation.

If the Policyholder fails to pay the instalments, the above paragraphs shall apply.

ARTICLE 7 – DIRECT DEBIT

The following rules shall apply if direct debit of the premiums through a bank has been agreed between the parties:

1. The Policyholder shall send a letter with an order for direct debit of the payments to the bank or savings bank.
2. The premium shall be construed as paid on the due date unless the bank returns the receipt without paying it, in which case the Insurer shall give written notice of the non-payment to the Policyholder, giving a new method and a new deadline for making the payment.

ARTICLE 8 – RESCINDING THE POLICY: HOW AND WHOM

1. The Policyholder and the Insurer, by written notice to the other party no later than two months before the current insurance period has expired.
2. The Policyholder and the Insurer, pursuant to the provisions set forth in Article 14.
3. The Policyholder, pursuant to Article 12.
4. The Insurer, pursuant to the provisions in Article 13.
5. The Insurer, pursuant to the provisions in Article 11.
6. Both parties, by mutual consent, may rescind the contract after reporting a claim, whether or not a compensation is to be paid. The Insurer shall reimburse the Policyholder for the part of the full premium that the Policyholder has already paid, which would be the period between the date that the discharge came into effect and the expiry date of the current insurance period.

ARTICLE 9 – TERMINATION

The contract shall terminate when:

1. The entire insured vehicle has been stolen or is a total loss, in which case the Insurer shall have the right to keep the premium for the current period.

Termination of the contract in this case shall not change the rights and obligations of the parties in relation to the reported losses.

2. A premium has not been paid, if the contract has not been discharged and the Insurer does not claim payment within a period of no more than six months following the expiry date of the last period.

ARTICLE 10 – CONCURRENT INSURANCE

1. Policyholder or the Insured shall notify the Insurer if two or more contracts that cover the same risks and for identical periods are taken out with different Insurance Companies by the same Policyholder.

The Insurers shall not be obliged to pay compensation if such notification is maliciously omitted and a claim is over-insured.

After a claim has occurred, the Policyholder and the Insured shall notify each Insurer and give the names of the other insurers.

The Insurers shall contribute to the payment of the compensation in proportion to the sum insured, without exceeding the cost of the damage. Within this limit, the Insured may request compensation according to each contract from each Insurer. The Insurer who has paid more than their proportional part may take action for recovery against the other Insurers.

2. In policy type One A, in the event of a single claim that is covered by a single Civil Liability driving insurance, and where the property of more than one aggrieved party has been damaged and the sum of the indemnities exceeds the fixed compensation limit, the right of each aggrieved party in regards to the Insurer shall be proportionally reduced to the damages incurred.

If there is damage to third parties as the result of a single claim in which two or more vehicles are involved, each Insurer shall comply with the obligations caused by the claim, pursuant to what is convened in negotiated agreement, ordered by the court or, where appropriate, proportionately to the annual risk premium for the motor vehicle named on the insurance policy that was entered into by the Insurer.

ARTICLE 11 – INCREASE OF THE RISK

In the course of the contract, the Policyholder or the Insured is obliged to notify the Insurer of any circumstance that increases the risk, in which case:

1. The Insurer may propose changes in the conditions of the contract within a period of two months counted from the day on which the increase was reported to them. The Policyholder will then have fifteen days, counted from the date of reception of the proposal, to accept or reject it.

In the event of rejection or silence, the Insurer may rescind the contract, after warning the Policyholder. The Policyholder shall have a new fifteen-day period in which to answer, after which the Insurer shall have the following eight days in which to inform the Policyholder of the final cancellation.

2. Likewise, the Insurer may also rescind the contract by giving written notice to the Policyholder within one month, counted from the day on which they knew about the increase of risk.

3. If a claim should occur and the increased risk has not been reported, the Insurer shall be free of their provision if the Policyholder or the Insured have acted in bad faith.

In the contrary case, the provision shall be limited proportionately to the difference between the convened premium and the premium that would have applied if the true dimension of the risk had been known.

ARTICLE 12 – DECREASE IN RISK

In the course of the contract, the Policyholder or the Insured may inform the Insurer of any circumstance that decreases the risk and that is such that, if the Insurer had known about it when the contract was concluded, they would have given the Policyholder more favourable conditions.

Under such circumstances, the Insurer shall lower the cost of future premiums proportionately at the end of the current period covered by the premium. Otherwise, the Policyholder shall have the right to discharge the contract and to a reimbursement of the difference between the premium they paid and the sum that should have been paid, from the time that the lowering of the risk was made known.

ARTICLE 13 – MISREPRESENTATION

1. The Insurer shall be able to rescind the contract through a statement addressed to the Policyholder within a period of one month, counted from the moment they have knowledge of the Policyholder's misrepresentation or reserve. Any premiums for the current period shall belong to the Insurer from the moment the Insurer makes this statement, unless they have malicious intent or gross negligence.

2. If the claim occurs before the Insurer makes the statement referred to in the previous paragraph, their provision shall be diminished in the same proportion as the one existing between the premium convened in the policy and the appropriate premium for the true dimension of the risk.

3. The Insurer shall be freed from paying the benefit if the reserve or misrepresentation was due to malicious intent or gross negligence on the part of the Policyholder. In such cases, if the Insurer is obliged to pay a benefit, their right to take action for recovery against the Policyholder and/or the Insured is expressly acknowledged.

ARTICLE 14 – TRANSFERING THE OWNERSHIP OF AN INSURED VEHICLE

The Policyholder shall notify the Insurer of the transference of the ownership of the insured vehicle. The Insurer shall rescind the contract before fifteen days have elapsed from the day they knew of the verified transfer of ownership.

In the claim that the Insurer learns that ownership of the vehicle has been transferred before they have been notified of the fact by the Insured, they may sue the previous insured owner for damages due to a breach of the duty to notify the Insurer of the transfer of ownership.

ARTICLE 15 – NOTIFICATIONS

1. Any notifications that should be sent due to this contract shall be made in writing and sent to the address given in this policy by the contracting parties.
2. Notifications made by the Policyholder to the insurance broker or agency that mediated in the contract shall have the same effect as if they had been sent directly to the Insurer. Likewise, any payments made by the Policyholder to the said insurance broker shall be construed as a payment made to the Insurer, unless it has been expressly excluded and the fact is clearly stated in the Specific Conditions of this policy.
3. The Policyholder's payment of the premium to the insurance broker shall not be construed as a payment made to the Insurer unless, in exchange, the broker delivers the Policyholder a receipt for the premium issued by the Insurer.
4. The insurance contract and any changes or additions thereto shall be made in writing.

ARTICLE 16 – THE BENEFICIARY

If the Specific Conditions contain a beneficiary item, it is expressly convened at the request of the Policyholder or the Insured that, in the claim of a total loss, covered by the warranties herein, which should be settled in cash and not with repairs charged to the Insurer, the person or entity who is named in the Specific Conditions shall be the Beneficiary of the insurance, to the sum that the Policyholder/Insured owes to the Beneficiary at the time of the accident, which shall not exceed the sum insured.

CLAIMS

ARTICLE 17 – OBLIGATIONS OF THE POLICYHOLDER

1. The Insured, the Policyholder, the owner or the driver where appropriate, shall use every means available to them to lessen the consequences of a claim. A breach of this duty shall give the Insurer the right to lower their provision proportionately, taking into account the importance of the resulting damage and the degree of negligence on the part of the Insured, the Policyholder, the owner or the driver.

If such a breach takes place with the obvious intent to be detrimental to the Insurer or deceive them, the Insurer shall be freed of any provision arising from the claim.

2. The costs originated by compliance with the said obligation shall be paid by the Insurer, providing they are not untimely or out of proportion with the salvaged property, and providing they do not exceed the sum of the compensation.

If, by virtue of the contract, the Insurer only has to compensate part of the damage caused by the claim, they shall reimburse the proportional part of the salvage expenses, unless the Policyholder or the Insured has acted according to the Insurer's instructions, in which case the Insurer shall pay the entire expense.

3. The Policyholder, the Insured or the Beneficiary shall report the occurrence of the claim to the Insurer **no later than seven days** after they know of it, unless a longer period has been set in the policy. In the event of a breach of this obligation, the Insurer may claim damages for the failure to report. This effect shall not take place if it can be proved that the Insurer knew of the claim by some other means.

4. The Insured may not abandon the damaged property to the Insurer, except under the special circumstances envisaged in the law and in the General Conditions herein.

ARTICLE 18 – FURTHER OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

1. Obligation of the Insured in case of fire

In this case, in addition to the general data that should appear on the claim report, the Insured shall send the Insurer an authorized copy of the statement made before the appropriate authority, giving the place, date and precise time of the loss, the causes, whether they are known or presumed, and the measures taken to counteract the effects of the fire.

2. Obligations of the Insured in case of theft

In the claim of theft, the Insured is obliged to adopt all available means to limit or diminish the loss by doing everything possible to recover the objects that have disappeared, and by preventing the loss of any circumstantial evidence surrounding the crime and its perpetrators, until the occurrence has been duly verified.

The Policyholder the Insured or the Beneficiary shall report the claim to the local police at the least possible delay after knowing about the claim. They shall give the Insurer's name and address, and shall send the Insurer a list, in writing, of the objects stolen and an estimate of the damage. Likewise, they shall send a certified copy of the report to the local police.

3. Deprivation of a driving licence

The Policyholder or the Insured shall give the Insurer all kinds of information on the circumstances and consequences of the claim and keep them informed of the legal proceedings regarding the traffic accident, if appropriate. In the event of a violation of this duty, the right to compensation shall only be lost if there has been malicious intent or gross negligence.

ARTICLE 19 – REFUSAL OF THE CLAIM

When the Insurer decides to refuse a claim on the basis of the policy's norms, they shall give the Policyholder written notice of their decision within no more than ten days, counted from the date on which they have knowledge of the cause on which the rejection is based and giving the reasons thereof.

If it is appropriate to reject a claim after payments have been made on its account or after consolidating its consequences, the Insurer may take action for recovery against the Insured for the paid sums, or for those which they are obliged to disburse by virtue of the bail, providing the general time period set forth in Article 1964 of the Spanish Civil Code for rejecting a claim has not elapsed.

APPRAISAL OF DAMAGES

ARTICLE 20 – DAMAGE VERIFICATION

Verification of claims and the appraisal of their consequences shall be made by mutual agreement between the Insurer and the Policyholder. Appraisals shall be started before seven days immediately following the date on which the Insurer receives.

ARTICLE 21 – COMPENSATION AGREEMENT

If the Insurer and the Insured agree at any time to the sum and the method of compensation, the Insurer shall pay the convened sum or carry out the operations required to repair or replace the insured vehicle.

ARTICLE 22 – DESIGNATING LOSS ADJUSTERS

1. If no agreement is reached before forty days have elapsed following the report of the loss, each party shall designate a loss adjuster. The adjusters' acceptance shall be recorded in writing.
2. After the adjusters have been designated and have accepted their posts, to which they may not renounce, they shall begin their work.
3. In the claim that the loss adjusters arrive at an agreement, it will be shown in a joint statement which will give the causes of the claim, the appraisal of the damages, and any other circumstances that may have a bearing on determining the compensation, according to the nature of the insurance concerned, and a proposal for the sum of the compensation in cash.

ARTICLE 23 – FAILURE TO DESIGNATE

If one of the parties fails to designate an adjuster, in the case described in paragraph one of the preceding Article, the said party shall be obliged to make the designation before eight days have elapsed following the date on which they are required to do so by the party who has already made the designation. Failure to designate a loss adjuster within the second time period shall be construed as acceptance of the report made by the other party's adjuster, whose report shall be binding.

ARTICLE 24 – THIRD LOSS ADJUSTER

When the loss adjusters fail to reach an agreement, the parties shall name a third adjuster by agreement. If there is no agreement, the designation shall be made by the judge of the District Court of the place where the property is located, as an act of voluntary jurisdiction and according to the formalities for drawing lots for adjusters set forth in the Spanish Rules of Civil Procedure. In such case, the adjuster's report shall be issued within the time period given by the parties or, failing that, before no more than thirty days have elapsed since the third loss adjuster was designated.

ARTICLE 25 – BINDING REPORT

The loss adjusters' report, whether it is unanimous or by majority, shall be notified to the parties immediately and beyond doubt, and shall be binding for them unless it is challenged judicially before thirty days have elapsed, in the case of the Insurer, and one hundred and eighty days in the case of the Insured, counted, in both cases, from the date of the notification. If no court action has been taken within the given time periods, the adjusters' report shall be unassailable.

The obligation to notify the parties is the personal obligation of the third loss adjuster.

If the adjusters' report is challenged, the Insurer shall pay the Insured the minimum sum that the Insured may owe, according to the circumstances known by them. If the sum is not known, the Insurer shall pay the compensation stated by the adjusters, before five days have elapsed.

In the claim that the Insured is obliged to claim a compensation through the courts due to a delay on the part of the Insurer in the payment of a compensation that has become unassailable, the compensation shall be increased by the interest set forth in paragraph nine of Article 30. In this case, the compensation shall begin to accrue since the evaluation became unassailable for the Insurer and, in all cases, with the court costs incurred by the Insured due to the proceedings. The judgement shall make express mention of the compensation, regardless of which judicial proceeding is applicable.

ARTICLE 26 – ADJUSTMENT COSTS

Each party shall pay the fees for their loss adjuster. Half of the third adjuster's fees and the remaining costs for the loss adjustment shall be charged to the Policyholder and the other half to the Insurer. However, if one of the parties made a loss adjustment necessary by maintaining an appraisal of the damage that was obviously out of proportion, only that party shall be liable for the expense.

ARTICLE 27 – CONSEQUENCES OF DESIGNATION OF LOSS ADJUSTERS

The designation of loss adjusters and other acts performed by the contracting parties when investigating a loss and appraising the damages shall not imply that they waive the rights they are granted in this policy, or that the Insurer accepts the claim.

ARTICLE 28 – DETERMINING THE COMPENSATION

1. The parties may agree to substitute payment of the compensation for the repair or replacement of the damaged vehicle. When the agreement is to pay the compensation, the Insured shall present, as a prior requirement, the receipts for repairing the damage.
2. When there is an urgent reason for immediate repair, the Insured may have the vehicle repaired providing the cost thereof does not **exceed Euros 150**. The Insured shall give the invoice to the Insurer, enclosing a claim report in the manner and within the time periods set forth in Article 17, paragraph 3.

3. There shall be total loss when the estimated cost for repairing the damaged vehicle exceeds 75 percent of its market value or of its purchase value, in which case the claim shall be settled pursuant to these General Conditions, after the value of the remains which are still owned by the Insured have been deducted.

4. In the claim of fire, the Insurer shall be obliged to compensate damages caused by a fortuitous accident, the malicious intent of others, and negligence on the part of the Insured or anyone else.

Therefore, the Insurer shall compensate any damages and loss of property caused by the direct action of the fire, as well as those caused by the inevitable consequences of the fire, particularly:

- Damage caused by necessary measures taken by the Authorities, the Policyholder or the Insured, to prevent, stop or extinguish the fire, without including the expenses incurred by applying such measures.
- The cost incurred by the Insured to move the insured vehicle and any other measures adopted to save it from the fire.
- Any impairments to the insured vehicle due to the circumstances described in the preceding sections.

The Insurer shall not be obliged to compensate any damages caused by fire when the fire is caused by the malicious intent or gross negligence of the Insured, the Policyholder, or the vehicle's driver.

5. Extraordinary risks to be paid by the *Consortio de Compensación de Seguros*. Assessments shall be made by the loss adjusters designated by the *Consortio de Compensación de Seguros*, according to the Syndicate's current criteria at the time of the claim.

ARTICLE 29 – EXCESS

In any claim, no matter what caused it, the sums and/or percentages listed in the Specific Conditions and that can never be the object of insurance shall be paid by the Insured, as excess.

If more than one object is destroyed or damaged as the result of a single claim, the excess shall only be deducted once.

If the damages or loss incurred in the claim does not exceed their respective excess, such damage shall be paid in full by the Insured.

The Insurer shall only compensate the damages and losses that exceed the excess, after the excesses have been deducted.

ARTICLE 30 – COMPENSATION PAYMENTS

Payment of the compensation shall abide by the following:

1. The Insurer shall be obliged to pay the compensation upon conclusion of the investigation and loss adjustments required to establish the existence of the claim and the cost of the damages thereof.

Pursuant to Article 25 herein and in compliance with the law, failure to reach an agreement between the Insured and the Insurer or the loss adjusters named by each party shall require recourse to the adjusters' report.

The compensation shall be paid before five days have elapsed since the date of the final judgement. If the judgement is contested, the Insurer shall pay the adjustment accepted by the Insured.

2. In all cases, the Insurer shall pay the minimum sum that the Insured may owe, according to the circumstances known by them, before forty days have elapsed since they received the claim report.

3. The compensation may be substituted by the repair or replacement of the damaged object, providing the nature of the insurance allows it and the Insured agrees.

4. If the stolen vehicle is recovered before forty days have elapsed since the Insurer was notified, the Insured shall be obliged to accept its return.

If the recovery takes place after the said time period has elapsed, the vehicle shall become the Insurer's property, and the Insured shall undertake to sign any documents that are needed to transfer the vehicle to the Insurer or to a third party named by them, unless the Insured wants to recover the vehicle by returning the compensation received. For that purpose, the Insurer shall be obliged to offer the vehicle to the Insured and to return it if the Insured expresses their acceptance before fifteen days have elapsed since the day on which the offer was made.

5. If recovery or reimbursement takes place after a claim, the Insured shall be obliged to notify the Insurer before forty-eight hours have elapsed since they knew about it. The Insurer may then deduct the compensation or claim it from whoever received it.

6. Before proceeding to pay the compensation, the Insurer may require a certification from the Policyholder certifying that the damaged property is free of encumbrances, if it is encumbered as collateral.

7. Deprivation of a driving licence:

- The Insurer shall start to pay the indemnities herein, prior presentation of the final judgement that takes away a driving licence, as well as a document certifying that the said licence has, in effect, been removed.
- The Insurer shall pay the warranted indemnities monthly, at their offices or the office of their authorised representative, no later than five business days following the end of each month.

- The Insured shall be obliged to designate a person who shall receive the compensation in their name and behalf, if the Insured receives a final judgement to be deprived of freedom and actually has to serve the sentence, and their driving licence is taken away.

8. When the Insurer claims for and on behalf of the Insured, applying the direct compensation agreements entered into by insurers for processing driving claims, the offer or reasoned reply that is sent to the Insured shall be construed as made by and on behalf of the respondent company.

9. If the Insurer defaults, any outstanding damages shall be governed by Article 20 of the Spanish Insurance Contracts Act and by the revised text on the Law on Civil Liability and Motor Vehicle Insurance.

FURTHER PROVISIONS

ARTICLE 31 – SUBROGATION

1. After the compensation has been paid, the Insurer shall be subrogated in any of the Insured's rights, appeals or actions against any author of the claim and even against other Insurance Companies, should they exist, up to the limit of the compensation, except for the warranty for death or disability in Type Five, Six and Seven and with no need for any other subrogation. The Insured shall be liable for any damage which their acts or omissions may cause to the Insurer in their right to subrogation. However, the Insurer shall not be able to use the subrogated rights against the Insured.

2. The Insurer shall not have a right to subrogation against any of the people whose acts or omissions cause the Insured's liability according to law, nor against the person who caused any claim involving the Insured, a direct relative, a blood relative down to the third level, an adoptive father, or an adopted child who live with the Insured.

This rule shall not apply if the liability is due to malicious intent or if the liability is covered by an insurance contract. In the latter case, the subrogation shall be limited to in scope to the terms of the said contract.

3. In the claim of concurrence of the Insurer and the Insured against a liable third party, the recovery obtained shall be divided between them in proportion to their respective interest.

4. The Insured grants the Insurer an irrevocable mandate to deal with the damaged parties or their beneficiaries and to compensate them if appropriate.

ARTICLE 32 – PRESCRIPTION

The actions arising from the contract prescribe after two years have elapsed, counted from the day on which they could have been used, except in Type One which prescribes after one year, and in Type Five, Six and Seven which prescribes after five years.

ARTICLE 33 – COMPETENT JURISDICTION

The competent judge for hearing the actions arising from the insurance contract shall be the judge assigned to the Insured's area of residence. Any covenant to the contrary shall be null and void.

The Policyholder state that they know the content of each and every General Condition of this policy, and the clauses that limit their rights in particular, and which have been highlighted in the text, and that they expressly accept and enter into the Specific Conditions of this policy with their signature.

AUTOMOBILE INSURANCE TERMS AND CONDITIONS

ARTICLE 34 – TYPE ONE A – COMPULSORY CIVIL LIABILITY

1. Object of the coverage

With this compulsory coverage for all vehicle owners, the Insurer assumes the obligation of compensating the driver or the owner of the vehicle described in the Specific Conditions, up to the current lawful limits, for traffic claims in which the said vehicle is involved and which cause damage. This obligation may be demanded pursuant to the revised text of the Law on Civil Liability and Insurance for Motor Vehicles and the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles, approved in Royal Decree 1507/2008, dated 12 September.

The rights and obligations arising from this coverage are defined and governed by the legal or regulatory provisions cited in the preceding paragraph and, for all other matters, by Spanish Insurance Contracts Act 50/1980 of 8 October and the General and Specific Conditions of this policy, which adapts to the said act.

The compulsory Civil Liability insurance covers the sums set forth in the regulations at the time of the accident, at the most.

In the claim of bodily injury, the Insurer shall be free of this obligation if it is proved that the bodily injury was only due to the fault or negligence of the aggrieved party or to a force majeure beyond the scope of driving a vehicle. Vehicle defects and broken parts or mechanisms shall not be considered force majeure.

In the claim of property damage, the Insurer warrants any sums that the driver may have to pay to third parties due to civil liability, pursuant to Articles 1902 and following of the Spanish Civil Code, and Articles 109 and following of the Spanish Criminal code, approved by Organic Act 10/1995, of 23 November.

2. Exclusions in Type One A

a) Bodily injury and damage to property:

- **Caused by the driver of the insured vehicle and any harm caused by the injuries or death of the said driver.**
- **Caused to third parties when the vehicle has been stolen or purloined, without prejudice to compensation on the part of the *Consortio de Compensación de Seguros*.**
- **Injury caused to the people who voluntarily occupied the vehicle that was stolen or purloined when the Insurer proved that they knew that it had been stolen or purloined.**

b) Material damage to the insured vehicle or due to towing, to the objects that were being transported in the vehicle, to property belonging to the Policyholder, Insured, owner or driver, and to the property of their spouses and blood relatives down to the third level or have an affinity with the latter.

ARTICLE 35 – TYPE ONE B – VOLUNTARY CIVIL LIABILITY

1. Object of the coverage

By virtue of Articles 1902 and following of the Spanish Civil Code, and Article 109 and following of the Spanish Criminal Code approved by Organic Act10/1995, of 23 November, the Insurer warrants, up to the limit convened in the Specific Conditions of this policy, the payment of any indemnities to which the Insured or the authorized driver who holds a valid licence are sentenced to pay due to non-contractual Civil Liability that is the result of the damage caused to third parties in an accident involving the vehicle described in the policy.

This warranty shall cover any indemnities that exceed the current compulsory Civil Liability coverage, within the limits convened in the Specific Conditions.

2. Exclusions in Type One B

a) Liability for damage to the objects transported in the vehicle.

b) Liability for damage to objects transported in the vehicle or that are in the possession of the Insured and the people for whom the Insured is liable, even when they are caused by a traffic accident, except in private cars.

c) Contractual Civil Liability.

d) Liability due to bodily harm or injury caused to the people who were being transported, if the vehicle concerned was not officially authorised to transport people.

e) Liability for damage to a trailer of a towing vehicle.

f) Expenses due to the defence of the Insured or the driver in criminal proceedings before the courts, tribunals and competent authorities, unless otherwise convened, or what is envisaged in the contract for legal defence and claims for damages.

g) Payment of fines or penalties ordered by the courts or competent authorities, and the consequences of failure to pay.

h) Damage caused by transporting inflammable, explosive, toxic and hazardous material in general.

i) Material damage to the insured vehicle or due to a trailer possibly attached to it, to the objects transported therein, to property belonging to the Policyholder,

the Insured, the owner or the driver, as well as to their spouses and blood relatives down to the third level or who have an affinity to the latter.

j) The employees or workers of the people whose Civil Liability is covered by this policy when the traffic accident should be considered an industrial accident pursuant to current labour laws, including when they have not been duly affiliated to the Spanish Health and Social Security system.

ARTICLE 36 – TYPE ONE C – AGRICULTURAL CIVIL LIABILITY

Object of the coverage

With this coverage, the Insurer assumes the obligation to compensate the owner or the driver of a tractor or rotovator when, pursuant to Articles 1902 and following of the Spanish Civil Code, and Articles 109 and following of the Spanish Criminal code, approved by Organic Act 10/1995, of 23 November, they are declared liable for the damage caused to a third party due to the agricultural work (whether farming or cattle-raising) that was done solely with an insured tractor, rotovator or farm trailer, as described in the Specific Conditions and used for the said purposes.

This warranty shall cover, at the most, the sum per claim given in the Specific Conditions.

ARTICLE 37 – TYPE ONE D – CIVIL LIABILITY FOR LOADS

Object of the coverage

With this warranty, the Insurer assumes the Insured's Civil Liability for damage caused to third parties due to the transportation of merchandise during transport and during loading and unloading operations. Damage to the merchandise as such and to the transporting vehicle shall be excluded in all cases.

The transportation of merchandise that is considered hazardous pursuant to the Spanish Road Transport (T.P.C.) regulations shall be excluded.

The insurance shall only apply to the excess of the warranties included in the vehicle's compulsory insurance and/or in other insurance policies taken out for the vehicle, or when the said insurances are not applicable to the claim.

This warranty shall cover any indemnities that exceed the current compulsory Civil Liability coverage, within the limits convened in the Specific Conditions.

ARTICLE 38 – TYPE TWO – DAMAGE TO THE INSURED VEHICLE, FIRE INCLUDED

1. Object of the coverage

Within the limits set forth in the Specific Conditions of this policy, any damage to the insured vehicle due to an accident caused by an external, violent and instantaneous claim, or by fire or explosion, without the volition of the driver, when the vehicle is being driven or is parked, or while it is being transported, except by sea or by air.

Therefore, the warranties shall expressly include damage due to:

- Overturning or a fall of the vehicle, or collisions with people, animals, other vehicles and with other moving or non-moving objects.
- Sunken land, bridges, roads and buildings.
- Vandalism: Malicious intent on the part of third parties, providing the reason is not political or social.
- Fire, explosion and lightening.
- Accidents due to faulty material, construction defects and poor conservation. It shall be understood that in such cases the warranties shall be limited to repairing the damage caused by the accident and shall not include repairing the faulty or poorly cared for parts.

In addition, the Insurer shall assume the following expenses if they are the result of a claim that is warranted in this type:

- Expenses for the services of the fire department and the expenses caused by the measures adopted by the Authority due to their intervention in extinguishing the fire or explosion of the insured vehicle.
- The expense of inspecting the vehicle at a Technical Inspection of Vehicles (ITV, in Spanish) point, when the vehicle has been considerably damaged due to a claim covered in this policy type, and an Agent has proposed the inspection and taken away the vehicle registration document.
- The unavoidable expenses caused by towing the damaged vehicle, **excluding rescue and salvage**, to the garage closest to the place where the accident took place, if the vehicle is not in condition to be driven.

Likewise, the Insurer shall assume the expense for cleaning and refurbishing an insured vehicle that has been damaged due to a claim covered herein or due to the circumstantial moving of the accident victims, providing the cleaning is done during the five days immediately following repairs on the vehicle.

The warranties in this Article may be limited to the total loss of the insured vehicle, as set forth in the Specific Conditions of the policy. In the event of a claim, the warranties set forth in Article 28 herein shall apply.

Likewise, the warranties of this Article may be limited by including an excess on the total damages and costs, to the sum given in the Specific Conditions of this policy. The Insured shall pay the sum directly in each claim in which the insured vehicle incurs, with the prior agreement of the Insurer.

The fire warranties in this Article may be taken out separately from the warranties for damages, as stated in the Specific Conditions of the policy.

2. The scope and limit of the warranties in Type Two are set forth pursuant to the rules below

2.1. Repairs of material damage shall be assessed according to the cost of parts, paint, labour and VAT and similar taxes, if the said taxes cannot be recovered by the Insured.

2.2. In the claim of total loss, pursuant to Article 28, section 3, the compensation shall be 100 percent of the market value. However, for private cars, the compensation shall be 100 percent of the purchase value if the vehicle is no more than two years older than the date of its first registration, and 120 percent of the market value if it is three years older than the date on which it was registered.

2.3. The standard elements included in the insurance shall be compensated according to the preceding paragraph.

2.4. The optional elements, and concretely the image, sound and communication devices and their component parts, whether or not they are standard, shall be compensated at one hundred percent of the value insured at first loss.

3. Total loss report

Total loss shall exist in a claim when the estimated cost for repairing the damaged vehicle exceeds 75 percent of its market value or of its purchase value if such a warranty applies, in which case the claim shall be settled pursuant to the General Conditions herein, after the value of the remains which are still owned by the Insured are deducted.

4. Exclusions in Type Two

a) Those which are not expressly stated in the contract as being covered.

b) Any damage caused to the insured vehicle by the objects being transported or due to loading and unloading such objects.

c) Any damage caused by seismic, atmospheric (except for hail and lightning) or thermal phenomena, including those due to water freezing in the radiator.

d) Those that affect the tyres (tyres and inner tubes), except in the case of total loss, fire or explosion of the insured vehicle.

e) The eventual depreciation of the vehicle after it has been repaired following a claim.

f) Damage affecting an insured vehicle's accessories, which are to be construed as any improvements, decorations and comfortable items that are not part of the vehicle when it leaves the factory and are not shown in the manufacturer's catalogue, unless they are expressly represented and listed in the Specific Conditions. This exclusion shall not take place when the entire value of the accessories mounted in the insured vehicle do not exceed Euros 300. Image, sound and communication devices shall not be included in this exception.

g) Damages whose coverage is the *Consortio de Compensación de Seguros's* concern.

h) Mechanical and/or electrical breakdowns, as well as simple wear and tear due to usage or poor conservation.

i) Damages that affect a trailer or caravan, when they do not have the same licence plate as the towing vehicle included in the policy.

ARTICLE 39 – TYPE THREE – THEFT OF THE VEHICLE

1. Object of the coverage

With this coverage, the Insurer undertakes to compensate the Insured, within the limits of this policy, for damage or loss of the insured vehicle in the event that it is stolen or an attempt is made to steal it by third parties.

This guarantee may be limited exclusively to total theft of the vehicle if it is thus established in the Specific conditions of the policy. In this case, the Insurer will only pay out compensation provided the vehicle is not recovered within a period of 40 days as from notification of its theft to the Insurer. If the vehicle is recovered before the aforementioned deadline and has sustained damages, these will not be covered.

Likewise, **the coverage established in this Article may be limited by including an excess on the total damages and costs**, to the amount established in the Special Conditions of this policy. The Insured shall pay said sum directly in each claim in which the insured vehicle incurs, following agreement with the Insurer.

2. Scope and limit of Type Three

2.1. Repairs of material damage shall be assessed according to the cost of parts, paint, labour and VAT and similar taxes, if the said taxes cannot be recovered by the Insured.

2.2. In the claim that the entire vehicle is stolen, the compensation shall be 100 percent of the market value. However, for private cars, the compensation shall be 100 percent of the purchase value if the vehicle is no more than two years older than the date of its first registration, and 120 percent of the market value if it is three years older than the date on which it was registered. For private motorcycles and during the first year following their first registration, compensation shall be 100 percent of their purchase value.

2.3. The tyres and battery shall be compensated for 100 percent of their market value.

2.4. If fixed parts that are an integrated part of the vehicle have been stolen, the replacement value shall be compensated.

2.5. Standard and optional elements, including image, sound and communication devices and their component parts, if they are warranted pursuant to Article 38, paragraph 2, sections 2.3 and 2.4, shall be compensated as established therein.

2.6. When an insured vehicle has been stolen, the Insurer shall also warrant 100 percent of the damage caused to the vehicle while it was in the hands of the authors of the theft or their accomplices. If, as result of the said damage, the Insurer considers the vehicle to be a total loss, they shall compensate pursuant to section 2.2 of this type.

2.7. The cost of cleaning and refurbishing the vehicle, providing it is done within the five days immediately following recovery of the vehicle.

3. Exclusions in Type Three

a) Those whose coverage is not expressly stated in the contract.

b) When the theft is due to gross negligence on the part of the Insured, the Policyholder, the owner, the driver or those who are dependent on or live with them.

c) Theft in which the authors, accomplices or receptors are blood relatives down to the third level of the Insured, the Policyholder, the owner or the driver, or their dependents, or earn their salary from one of them.

d) When the theft occurs on the occasion of claims that are the result of extraordinary risks.

e) Theft that affects a trailer or caravan, when their licence plate is the same as the licence of the towing vehicle included in the policy.

ARTICLE 40 – TYPE FOUR – WINDSCREEN BREAKAGE

1. Object of the coverage

With this coverage, the Insurer warrants the cost of repairing or replacing and putting in car windows in the vehicle specified in the Specific Conditions, if they have been broken.

Breakage shall mean windows that have been completely or partly broken so that they are rendered useless, as the result of an instantaneous and violent cause that is was not intention of the owner, the Policyholder or the driver of the vehicle.

2. Elements included in the coverage

- The windscreen.
- The back window.
- The side windows.
- The sunroof, if it is standard.

Repairs shall be evaluated by the cost of the glass, labour and VAT or similar taxes, if such tax is not recoverable by the Insured.

3. Urgent repairs

The Insurer authorises the owner and the driver of the insured vehicle to order any urgent repairs that are needed to continue to use the vehicle, with no further formality.

The Insured shall give the Insurer the invoice for the sum paid for the urgent repairs, which shall be included in the final settlement.

4. Exclusions in Type Four

a) Those that are not expressly stated as covered in the contract.

b) Breakage caused by faulty facilities or while the windows are being put in place.

c) Breakage caused during repair work, while putting windows in place or reforming the vehicle or its windows.

d) Damage and breakage caused to headlights, pilot lights, indicators, mirrors and any other kind of glass object in the insured vehicle.

e) The windows of any trailer that may be included in this policy, unless otherwise convened.

f) Scratches, scrapes, chipping and other damage to the vehicle's body surface.

g) Damage caused by weather phenomena, except hail.

ARTICLE 41 – TYPE FIVE – BODILY ACCIDENTS

1. Object of the coverage

With this coverage, the Insurer warrants bodily injury caused by accidents due to a violent, sudden, external and unwanted event to the people who are being transported in the vehicle, whose characteristics are set forth in the Specific Conditions, when they travel, get on or off the vehicle, including carrying out repairs en route, providing the vehicle

was driven by a person who is authorised by the Policyholder and holds a valid driving licence. **Any other accident due to reasons not stated in this paragraph shall not be included in the insurance warranties.**

The insured capital for each occupant of the vehicle, up to the maximum number of insured seats, is the capital set forth in the Specific Conditions.

In the event that, when an accident occurs, the number of occupants in the vehicle is higher than the number of insured seats, the indemnities shall be reduced in proportion to the effective number of occupants, whether or not they are covered by the insurance. This rule shall not apply when this type only covers the driver.

Children under 14 shall be considered to occupy half a seat.

However, **the Insurer shall be free of any obligation** if the Authorities consider that the accident was due to the transportation of too many people.

To the effects of this coverage, the terms given below shall mean:

- **INSURED:** The natural person or people for whom the insurance is taken out; that is, the insured vehicle's occupants.
- **ACCIDENT:** Bodily injury as a direct result of a violent, sudden, external event that is not the intention of the Insured, and that occurs when travelling, getting in or out of the insured vehicle, and even when it is being repaired en route.
- **BENEFICIARY:** The person who shall receive the insured benefits with this coverage, and who is the same person as the Insured in the case of disability and healthcare. If the Insured dies, unless otherwise stated in the policy, the order of precedence shall be: 1) The Insured's spouse, if they have not been legally separated. 2) The Insured's children. 3) The Insured's heirs.

2. Death

The Insurer warrants the payment of the benefit set forth in the Specific Conditions of the policy for this risk if the Insured dies as the result of an accident covered by the policy.

For occupants under fourteen or with disability, the benefit for death shall refer to the cost of burial, with due proof of payment and up to a **maximum limit of Euros 600**.

In the event of the driver's death, the Insurer warrants the payment of a benefit equivalent to double the capital convened in the Specific Conditions if the driver was in charge of minors or a person of legal age with a disability.

3. Permanent disability

To the effects of this policy, permanent disability shall be construed as the irreversible physical or mental condition of the Insured due to a traffic accident covered by the policy.

In the event of permanent partial disability, the Insurer warrants the sum that is the result of applying the percentages given on the scale below to the benefit fixed for this risk:

- Complete paralysis.....	100%
- Incurable mental derangement.....	100%
- Absolute blindness.....	100%
- Loss, or total and partial impairment of:	
- Both arms, hands, legs or feet; of an arm and a leg or a foot; or of a hand and a foot.....	100%
- An arm or a hand.....	60%
- A thumb.....	20%
- An index finger.....	15%
- One of the other fingers.....	8%
- Shoulder movement.....	30%
- Elbow movement.....	30%
- Wrist movement.....	30%
- A leg, above the knee.....	60%
- A leg at the height of or just below the knee, or an entire foot.....	60%
- A big toe.....	10%
- One of the other toes.....	5%
- Hip or knee movement.....	60%
- Ankle movement.....	20%
- Subastragalar joint movement.....	10%
- Cervical, spinal or lumbar column movement, with or without neurological manifestations.....	33%
- An eye, or impaired vision of no less than half of the binocular vision.....	30%
- If vision in the other eye was already lost prior to the accident.....	50%
- A shortening of a leg by no less than five centimetres.....	30%
- A non-consolidated fracture of a leg or a foot.....	25%
- A non-consolidated fracture of a knee-cap.....	20%
- Complete surgical removal of the lower jaw or total loss of the lower maxillary ...	25%
- Complete loss of hearing in both ears.....	40%
- Complete loss of hearing in one ear.....	20%
- If there was complete loss of hearing in the other ear prior to the accident.....	30%

In the case of a disability that is not envisaged above, the quantity of the benefit shall be established by analogy with the policy's scale, proportionately to the seriousness.

Establishment of the degree of disability shall be done pursuant to Article 104 of the Spanish Insurance Contracts Act. If the Insured does not accept the Insurer's proposition regarding the degree of disability, the parties shall submit to the decision of the medical appraisers, pursuant to Articles 38 and 39 of the said Act.

The functional loss of a member or organ is construed as equivalent to its anatomical loss. If the anatomical or functional loss is only partial, the degree of disability to be considered shall diminish proportionately.

Permanent disability is evaluated by excluding any disabilities or injuries that the Insured had prior to the accident, the causes of which shall be considered as being suffered by a person with a normal body.

The sum of the benefits for the various types of partial permanent disability shall not exceed the sum total of the benefit set forth in the Specific Conditions as a disability warranty. Likewise, the sum of the various types of disability in a single member or organ shall not exceed the sum of the benefit established for its total loss.

The sum of the benefits paid for disability as a result of a single accident shall be deducted from the benefits to be paid for death.

In the event of severe disablement of the driver, the Insurer warrants a benefit equivalent to the double of the capital convened for disability in the Specific Conditions, if the driver has children under three or disabled elderly people.

4. Healthcare

The Insurer warrants the payment of healthcare expenses incurred by the Insured due to an accident covered by the policy, for a period of no more than one year, counted from the date on which the accident occurred.

This warranty includes the cost of emergency and first aid care, medical care, ambulances and emergency transportation, chemists, hospitalization, and rehabilitation, with the limits set forth in the Specific Conditions for this warranty and providing that the care was prescribed by a doctor and was performed in the country where the accident occurred, or in Spain.

Health care shall be carried out in surgeries and by doctors accepted by the Insurer. Otherwise, the Insurer shall not pay more than the fixed rate established in the hospital assistance agreement accepted by the Spanish *Consortio de Compensación de Seguros*, and the rest shall be paid by the Insured.

In addition, this warranty includes the cost of assistance in the event of member and organ transplants, placement and replacement of prostheses, teeth, eye lenses or hearing aids, which are limited to 10 percent of the capital convened in the Specific Conditions for the disablement warranty.

5. Claims

In addition to what is stipulated in Articles 17 and 18, the Policyholder, the Insured or their Beneficiaries shall provide the Insurer with full information regarding the circumstances and consequences of the claim.

In the event of disablement:

- In addition to the first paragraph, the Policyholder, the Insured or their beneficiaries shall state who the witnesses were, if appropriate, and enclose a doctor's certificate that describes the Insured's injuries.
- Send the Insurer doctor's certificates on the evolution of the injuries in regular periods of no more than 30 days until the Insured is discharged from the hospital.
- Notify the Insurer of the Insured's death while undergoing treatment before 7 days have elapsed since the death occurred.

A breach of the above obligations shall allow the Insurer to sue for the damages caused to the Insured, unless the damage was caused by the malicious intent or gross negligence on the part of the Policyholder or the Insured, in which case they shall lose the right to compensation.

6. Compensation payment

The benefits shall be paid pursuant to Article 30 in the Specific Conditions.

Any indemnities and payments made by the Insurer for permanent disability due to an accident and that subsequently cause the death of the Insured, shall be deducted from the compensation for death.

The indemnity shall be paid by the Insurer after the investigation required to establish the existence of the claim and the consequences thereof has concluded.

To obtain payment, the Policyholder, the Insured or the Beneficiary shall send the Insurer the following documents:

6.1. For all of the warranties:

- Proof of the Beneficiary's identity.
- A certificate from the doctor who attended the Insured, stating the causes, circumstances and consequences of the claim.

6.2. For death:

- A literal, certified copy of the Insured's Death Certificate.
- A completed form for the payment of the Inheritance and Donations Tax, if the Beneficiary is not the Policyholder and is not a legal person.

6.3. For permanent disability, a doctor's certificate stating the type of disability caused by the accident.

6.4. For health care, a receipt any disbursements, with a detailed list of the items therein.

7. Exclusions

The Insurer does not cover accidents:

a) Caused intentionally by any occupant of the a vehicle or their beneficiaries, for the part of the warranties that concern them. The rights of the rest of the occupants or beneficiaries who were not liable for the accident shall remain unaffected.

b) Caused by drunk driving or driving under the influence of drugs, narcotics and psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.

c) When the insured vehicle is driven by a person who does not hold an appropriate driving licence and when the driving licence is no longer valid.

d) That have been caused by paralysis or epilepsy; accidents caused by suicide or attempted suicide, whether intentional or due to derangement.

e) Suffered by people who occupied the vehicle without the permission of the Policyholder or the owner of the vehicle, or who have stolen or purloined it.

Under no circumstance shall this coverage warrant:

- **Syncopes, fainting, apoplexy and epileptic attacks, and the lesions that may result from any one of these.**
- **Aneurisms, varicose veins and all types of hernias and their consequences, as well as lumbago.**
- **The consequences of surgery that has not been caused by an accident warranted in this coverage.**
- **Food poisoning, sunburn and frostbite and other consequences of temperature that are not caused by an accident warranted in this coverage.**
- **Scars, aesthetic consequences and deformities that are not functionally significant.**

In the event of a worsening of the consequences of an accident due to a disease or morbid state that was prior to an accident or that occurred afterwards, but that were not caused by the accident, the Insurer shall only be liable for the

consequences that the accident may have had if the said disease or morbid state did not exist.

ARTICLE 42 – TYPE SIX – OBLIGATORY PASSENGER INSURANCE

1. Object of the coverage

Through this Obligatory Passenger Insurance, the Insurer warrants compensation to the passengers or rightful claimants who suffer bodily injury caused by accidents whilst travelling in the insured vehicle, provided that the circumstances established in the Obligatory Passenger Insurance Regulations are given.

Notwithstanding the aforementioned, **the Obligatory Passenger Insurance shall not release the Policyholder, the vehicle drivers or third parties from any civil liability in which they may incur through malicious or culpable negligence in the transport of people and nor shall the benefits paid under this insurance reduce the amount of said aforementioned liability.**

To the effects of this coverage, the terms given below shall mean:

- **POLICYHOLDER:** The transporter, natural or legal person who, together with the Insurer, enters into this contract and assumes the obligations derived thereto, except for those which, due to their nature, must be fulfilled by the Insured.
- **INSURED:** The natural person whose life or physical safety is covered by the insurance. In this respect, the following shall be covered at the time of the accident:
 1. Persons holding collective transport documents, whether for a fee or free of charge. When the transport document is issued without requiring identification of the traveller, the person suffering the accident shall be construed as having a ticket in all cases in which, due to the characteristics of the accident, its loss or destruction may be deemed logical.
 2. Minors who, under the regulations of each means of transport, are exempt from paying a ticket or fare.
 3. Personnel of the Policyholder necessary to enable the use or operation of the vehicle.
 4. Public Administration personnel present during the journey in the course of their duties.
- **ACCIDENT:** Bodily injury sustained as a direct result of a violent, sudden, external event that is not the volition of the Insured and is directly due to collision, overturn, breakdown or explosion of the vehicle, its coming out of its lane or off the road or catching fire, or a reaction, exterior impact, or any other fault or abnormality that may affect or come from the vehicle.

2. Scope and limit of warranties in this Type Six

The Obligatory Passenger Insurance shall cover all users of the insured vehicles, provided they are travelling in Spain and for all journeys that commence in Spain, although with no limitation as to destination; this coverage shall not be incompatible with any other insurance taken out by or referring to said passenger.

As a general rule, the accidents eligible for coverage under this warranty shall be those that occur during the journey and those that occur both before its commencement, once the vehicles have been made available to the passenger for their use, and those that occur immediately following finalisation of the journey, provided that the Insured is in the vehicle in question at the time the accident occurs.

Likewise, the following shall be covered:

- Accidents that occur upon entering or leaving the transport means by the appropriate entry or exit, maintaining direct contact with the vehicle, even when contact is also made with the ground, as well as those that occur during the delivery or recovery of luggage directly to or from the vehicle.
- Accidents that occur when entering or leaving vehicles that have to be occupied or evacuated whilst they are in movement, due to the nature of the transport means.
- Those that came about when it is necessary to access or evacuate the vehicle in exceptional circumstances that involve greater risk for the passengers than normal, and which occur during said access or evacuation.

The employees of the Policyholder (transporter), as well as Public Administration personnel, considered as Insured Parties, shall, furthermore, be covered for the time that, due to their duties, they have to remain in the vehicle prior to the commencement and after finalisation of the journey.

The insurance cover shall not include, however, the Insured parties that provoke accidents while under the influence of alcohol or drugs, narcotics or stimulants or due to actions carried out with malicious intent.

The means of transport covered by the Obligatory Passenger Insurance shall be those means that are designed for passenger transport in automobile vehicles that drive, without any fixed track and without any permanent means of energy capture, over all kinds of terrestrial, urban and interurban public roads, as well as those that travel on private roads when the transport carried out on these is of a public nature.

The Obligatory Passenger Insurance shall not be applicable to public transport means with capacity for less than nine passengers and, therefore these means shall be excluded from the cover.

3. Obligations in the case of accident

In the event of an accident occurring with the characteristics considered in this insurance type, the Insured or the Beneficiaries shall notify said accident to the transport company owning the vehicle in which the accident occurred, or to the personnel of companies providing the transport service, the personnel that run the stations, offices or facilities.

The Insured shall justify its status as such by way of the transport ticket or document issued either for a fee or free of charge or by way of a certificate issued by the Authority or company that ordered the provision of the service during the journey, as well as by any other means of proof accepted by law.

At the same time the Insured or the Beneficiaries shall be responsible for proving the bodily injuries sustained as a result of the accident. For this purpose they produce medical certificates describing the injuries sustained or, in the event of death, a literal certificate from the Civil Registry. When these documents are issued by foreign doctors or authorities, they shall be duly legalised.

The transporter shall be responsible for ensuring written record is kept of the driving claim reports it receives and of all the data and circumstances that serve to appraise it, as well as the verifications carried out for this purpose.

Likewise, the transporter shall be responsible for notifying the Insurer of the occurrence of an accident covered under this warranty within a period of seven days from when it becomes known and the actions carried out to reduce the consequences of the accident, as well as making every effort to ensure that the Insured or Beneficiaries can obtain the benefits of the obligatory insurance.

4. Warranty benefits

The Insured or Beneficiaries shall have the right to monetary compensation and healthcare in the event of death or permanent or temporary disability of the Insured as a result of accidents covered by the Obligatory Passenger Insurance.

The compensations payable shall be calculated and paid as established in the compensation scale included in the Obligatory Passenger Insurance Regulations and the complementary regulations relating to said scale.

Coverage is as follows:

1. For death: One sole compensation shall be payable in the event of death. The Insurer warrants the payment of compensation for death if this occurs during the period of eighteen months, counted as from the date of the accident and as a direct result of said accident. This last requirement shall be construed as met when the accident causes death due to aggravation of an illness or injury that the Insured was already suffering.

2. For permanent disability: When it is not possible, due to the nature of the injuries that presumably should produce permanent disability, to give a final diagnosis during the course of the treatment, the Insured may request and obtain, in this period, payment of sums in concept of prepayments on account of the compensation that may correspond to said Insured.

3. For temporary disability: Compensation shall be given based on the degree of disability that is attributed to the Insured's injuries according to the Obligatory Passenger Insurance compensation scale, without taking into account the actual duration of the injuries suffered.

4. For healthcare: The Insurer warrants payment of the healthcare expenses incurred by the Insured as a result of an accident during a maximum period, as from that of the accident, as indicated below:

- Seventy-two hours, in the case of injuries that do not require the Insured's hospitalisation or specialised out-patient treatment.
- Ten days, if the Insured's healthcare is covered by other obligatory insurances.
- Ninety days in all other cases.

5. Beneficiaries

For benefits for permanent or temporary disability or healthcare, the Insured shall be the Beneficiary.

For benefits in the event of death of the Insured, regardless of the civil inheritance laws, the Beneficiaries shall be the following, in order of precedence:

1. The surviving spouse, provided they were not legally separated by final sentence, shall be the beneficiary of the entire compensation, unless there are children of the deceased, in which case they shall receive half of the compensation, the other half corresponding to the widowed spouse.
2. In the absence of a spouse, the entire compensation shall correspond to the deceased's descendants and shall be distributed between these as established in the Civil Code.
3. In the absence of the aforementioned persons, the deceased's parents shall have the right to the compensation and if only one should be living, said surviving parent shall receive the entire compensation.
4. The ascendants to second degree, in the absence of any of the Beneficiaries listed in the previous points. The compensation shall be divided in two parts, provided there are ascendants of the aforementioned degree in both branches and, within each one of these, it shall be distributed in each parts.
5. In the absence of all of the aforementioned, the siblings and children of siblings shall receive the compensation, as established in the Civil Code for legitimate succession of these collateral relations.

Additionally, in all other cases, the Beneficiary shall be established pursuant to that established in the Obligatory Passenger Insurance regulations.

ARTICLE 43 – TYPE SEVEN – HIGHLY PROTECTED UNNAMED DRIVER

1. Object of the coverage

The object of this coverage is the payment of compensation for death or permanent injuries (after-effects) suffered by an Insured Driver, as a result of an accident derived from a violent, sudden, external event that was not the volition of the Insured, and which occurs when travelling, getting in or out of the insured vehicle, and even when it is being repaired en route, provided that said Insured Driver is found to be responsible for the accident.

To the effects of this coverage, the terms given below shall mean:

- **INSURED:** The physical person driving the motor vehicle, the licence plate of which appears in the policy's Special Conditions, at the time the accident covered by the policy occurs.
- **BENEFICIARY:** The Insured and, in the event of death of the Insured, the persons that appear as "Damaged Parties/Beneficiaries" in Table I of the Scale.
- **ACCIDENT:** Death or permanent injuries (after-effects) sustained by an Insured, derived from a violent, sudden, external event that was not the volition of the Insured.
- **BENEFIT:** Sum of money that the Insurer will pay to the Beneficiary in the event of an accident covered under this insurance type.
- **SCALE TO ESTABLISH BENEFITS OR, SIMPLY, "SCALE":** This is the system used to determine the amount of the benefit to be paid under that established by this cover, in accordance with Tables I, II, III, IV and VI of the Appendix in Royal Legislative Decree 8/2004, dated 29 October approving the revised text of the Civil Liability and Motor Vehicle Insurance Act, and any other legal provision that may substitute, modify or develop said Appendix.

2. Purpose of this insurance type

For the Insured Driver who is responsible for the accident to have the right to receive compensation when, as result of said accident he or she sustains permanent injuries (after-effects) or dies, in which case the beneficiaries of said Insured Driver shall have the right to receive the compensation.

In short, this insurance type is designed to provide insurance cover exclusively for the driver, when the following circumstances are given:

- The driver is driving one of the types of motor vehicles defined in the Preliminary Article of the General Conditions.
- The driver is responsible for the accident.
- The conductor sustains permanent injuries (after-effects) or dies.

On the other hand, the cover provided shall be:

- Proportional to the degree of responsibility of the Insured Driver.
- Established in accordance with Tables I, II, III, IV and VI of the Scale, **excluding from Table VI, in any case, cervical post-traumatic syndrome and post-traumatic algia when there is no compromised nerve root and, in general, all pain syndromes included in said table when these do not have any objective underlying physical deficiency.**

3. How responsibility is established

The responsibility of the Insured Driver shall be established based on the content of a final condemnatory judicial ruling that establishes said responsibility. **In the event that the judicial ruling establishes partial responsibilities, without indicating specific percentages, compensation shall be calculated as 50% of the amounts that may correspond.**

In the event of impossibility to obtain a condemnatory judicial ruling, the responsibility established by the accident report shall be used. If the accident report establishes shared or undetermined responsibility, without establishing any specific percentage of responsibility, the compensation paid shall be 50% of the amounts that may correspond.

4. How permanent injuries (after-effects) are established

The Insured shall supply the Insurer with the medical reports that prove the after-effects suffered as a result of the injuries sustained in the accident.

The Insured shall allow examination by the doctors designated by the Insurer and shall provide them with the medical document he or she holds for the evaluation of his or her injuries.

Based on the information provided by the Insured and the reports issued by its doctors, the Insurer shall notify the Insured of the amount of the compensation that corresponds.

In the event of not reaching an agreement, the parties shall accept the decision issued by medical experts, pursuant to Article 38 and 39 of the Insurance Contract Act.

5. How the amount of compensation for death and permanent injuries (after-effects) is established

5.1. In the event of death: The calculation for compensation shall be carried out in accordance with Table I of the Scale (Basic compensation for death, including moral damages), based on the personal circumstances of the deceased Insured, with classification within the corresponding Group (the Groups are excluding) depending on who the Damaged Parties/Beneficiaries of the compensation are.

Damaged Parties/Beneficiaries shall mean, in the event of death of the Insured, the persons listed in Table I.

Once the basic compensation has been established, the appropriate correction factors, contained in Table II, shall be applied.

5.2. In the event of permanent injuries (after-effects): Once the after-effects have been established, they are classified under Table VI of the Scale, giving each one the points that correspond, carrying out the calculation of the basic compensation in accordance with Table III and applying to the result the correction factors in Table IV.

5.3. When applying the tables, the age of the victim and of the Damaged Parties and Beneficiaries shall be taken into account, with reference to the date of the accident.

5.4. The compensation amounts paid in accordance with the Scale shall be those prevailing at the time of the claim occurred.

5.5. The maximum amount of the compensation under this cover is established as a maximum capital of €1,500,000 for death or permanent injuries (after-effects).

5.6. The references contained in the Scale to "compensation" and "victim" shall be construed, respectively, to refer to the "Benefit" and "Insured", for the purposes of determining the benefit.

6. Notification of accidents

The Policyholder, Insured or Beneficiaries must notify the Insurer of the occurrence of an accident within a maximum period of seven days as from when it becomes known, as well as providing all kind of information on the circumstances and consequences of the accident, indicating the details of witnesses, if any, and including copies of the judicial actions taken, as well as a medical certificate of the injuries sustained by the Insured.

Should the Insured die during the treatment period, the Insurer must be notified of this fact within a maximum period of seven days as from the date of death.

7. Payment of compensation

Compensation shall be paid by the Insurer upon finalising the investigations necessary to establish the existence of the accident and its consequences.

Any compensation and payments that the Insurer may have paid for permanent injuries (after-effects), as a result of the accident that caused the subsequent death of the Insured shall be deducted from the compensation due for death.

In the event of permanent injuries, payment shall be made once the responsibility of the Insured has been established in relation to the accident and the injuries sustained have stabilised.

To obtain payment the Policyholder, Insured or Beneficiary shall send the Insurer the documental proof, as appropriate, which is indicated below:

7.1. For death and permanent injuries (after-effects):

- Proof of identity of the Beneficiary.
- Certificate from the doctor that attended the Insured, stating the causes, circumstances and consequences of the occurrence of the accident.
- Final condemnatory judicial sentence that confirms the responsibility of the Insured.
- Copy of the content of the judicial actions and in particular the accident report drawn up by the intervening authority.

7.2. For death:

- Literal copy of the Insured's Death Certificate.
- Completed form for settlement of Inheritance and Donations Tax, if the Beneficiary is not the Policyholder or an incorporated entity.

7.3. For permanent injuries (after-effects): Medical certificate specifying the type of permanent injuries (after-effects) sustained due to the accident.

8. Exclusions for this Type Seven

Apart from the general exclusions contained in Article 1, the following accidents, expenses and compensation are excluded from this insurance type and shall not give rise to any kind of benefit:

a) Healthcare and medical-pharmaceutical expenses.

b) Accidents caused by paralysis and epilepsy of the Insured Driver and those that have their origin in suicide or attempted suicide, whether intentional or due to mental derangement.

c) Compensation due to temporary disability, established in Table V of the Scale.

d) The following permanent injuries (after-effects) contained in Table VI of the Scale: in any case, cervical post-traumatic syndrome and post-traumatic algia when there is no compromised nerve root and, in general, all pain syndromes included in said table when these do not have any objective underlying physical deficiency.

e) Accidents that occur when the vehicle being driven, the licence plate of which appears in the policy's Special Conditions, is a two or three-wheel vehicle (scooters, three-wheelers, motorcycles, mopeds and similar), quads, trains, trams or others that travel on their own tracks, as well as electrical motor vehicles that, in their concept, use and purpose, are considered toys, or motorised wheelchairs.

ARTICLE 44 – TYPE EIGHT – COMPENSATION FOR DEPRIVATION OF A DRIVING LICENCE

For the effects of this coverage, the person insured shall be the driver designated in the Specific Conditions of the policy and the Policyholder, if he or she is a different natural person.

Any driving offence that gives rise to this benefit shall have occurred under one of the circumstances given below:

- With the insured vehicle.
- While this contract is in force.
- For a reason not caused by driving under the influence of alcoholic beverages, narcotics, psychoactive substances or with levels of alcohol that are higher than the law allows, or by the driver's refusal to submit to detection tests.
- On Spanish territory.

In the event that the Insured has lost part or all of the credit or total number of points in circumstances other than the ones described above, the reimbursable sum shall be lowered by the ratio between the points withdrawn under the said circumstances and the total credit or number of points.

1. Object of the coverage

The Insurer warrants the payment of monthly compensation to the Insured and for the sum convened in the Specific Conditions in any of the situations described below:

- TEMPORARY DEPRIVATION of a driving licence due to a final court.
- LOSS OF THE VALIDITY of a driving licence because all of the assigned driving points have been consumed.

In the event of TEMPORARY DEPRIVATION, the Insurer shall pay compensation **to the maximum limit given in the Specific Conditions.**

In the event of LOSS OF VALIDITY, the Insurer shall pay the monthly compensation given in the Specific Conditions, **during a period of no more than three months for professional drivers and six months for non-professionals.**

The Insurer shall not be obliged to pay future monthly compensation if the Insured dies before the period of the right to compensation ends.

2. Exclusions

The following cases shall be excluded from coverage:

- a) Deprivation for driving during a prior period of deprivation or due to a precautionary measure.**
- b) Deprivation of a driving licence for traffic safety offences.**
- c) Deprivation due to recidivism in very serious traffic offences.**

ARTICLE 45 – TYPE NINE – MECHANICAL WARRANTY FOR SERIOUS BREAKDOWN

1. Object of the coverage

The Insurer guarantees, within the terms established in this modality and up to the limits set out in the Specific Conditions of this policy, payment of compensation for repair or substitution costs, including parts and labour, derived from a serious breakdown, when it occurs in the following circumstances:

1.1. Cover for mechanical cover for serious breakdown: Fortuitous mechanical, electrical or electronic breakdown of the insured vehicle during the insurance cover period.

1.2. Cover for serious breakdown whilst unemployed: When the Policyholder loses his or her job during the term of the insurance and, subsequently, within the same annual period, the Insured Party's vehicle suffers a breakdown of the type included in the previous paragraph and always taking into account the circumstances of unemployment described in this modality. Additionally, the Insured Party must have an indefinite labour contract at the start of every annual insurance period, with at least six months' validity.

Provision of both guarantees shall always take into account the compensation limits and the malfunction evaluation criteria contained in this modality.

For the purposes of this modality shall mean:

- **MECHANICAL, ELECTRICAL AND/OR ELECTRONIC BREAKDOWN:** The inability of a guaranteed part to operate correctly in accordance with the manufacturer's specifications as a result of a mechanical, electrical or electronic failure of a fortuitous nature.

Gradual reduction of performance due to the vehicle's age or mileage is not considered a mechanical or electrical breakdown for the purposes of this insurance type, but rather it is construed as wear and tear.

- **INSURED VEHICLE:** Under this modality, insured vehicle shall mean sedans, 4X4s and people carriers registered in Spanish territory, with use, age, make, cylinder capacity and value in accordance with the criteria established by the Insurer and set out in the policy's Specific Conditions.

Insured vehicles are not deemed to be those used in sports or competitions, vehicles for professional use, for operational leasing, for renting, those used for hiring or other lucrative (driving school, distribution, courier services), those that form part of company fleets and police vehicles and those of any other public or official services.

- UNEMPLOYMENT: Unemployment is considered the circumstance of the Policyholder when, being able and wanting to work for a salary, said Policyholder loses his or her job and salary.

2. Scope and limit of warranties in this Type Nine

This insurance type covers exclusively mechanical, electrical and electronic faults and breakdowns found in Insured Vehicles, the repair costs of which (including taxes), considered individually for each breakdown, exceed the amount established in the policy's Special Conditions.

Likewise, any works that, due to their nature, require the intervention of a specialised workshop, such as machining of the cylinder block, cylinder head, crankshaft or other rectifiable parts, may be claimed under the warranty.

The total amount of the compensation may never exceed the sale value of the vehicle established on the date on which the malfunction occurs. Said value shall be calculated taking as a reference the statistics bulletin published for the quarter corresponding to the date on which the malfunction occurs, commonly called "GANVAM blanco" [white] or "GANVAM de venta" [sale], or any similar publication that replaces it; likewise the amount may also not exceed the purchase value of the vehicles when this is lower than the sale value.

This limit shall be applied to each one of the malfunctions that occur in the vehicle, regardless of whether all the malfunctions are repaired at the same time in the garage.
Different malfunctions are deemed as those that originate from different causes.

In any case, it will be essential that, at the time of subscribing this guarantee, the vehicle covered has passed the technical inspection (ITV) established by the Ministry of Industry and whatsoever periodic and maintenance services as may be necessary, carried out to the account of the Insured Party and pursuant to the manufacturer's instructions. Therefore, the Insurer will have to conserve the invoices that prove the services and maintenance have been carried out and the vehicles maintenance book, if there is one.

Provision of the cover for serious breakdown whilst unemployed (section 1.2 of this Article) will be applicable when the Policyholder loses his or her job during the term of the insurance, provided that the aforementioned requirements are fulfilled and the circumstances of unemployment have their origin in any of the following causes:

- Layoff plan or collective dismissal.
- Death or incapacity of the individual employer, when this produces termination of the labour contract.

- Unfair dismissal, pursuant to Article 56 of the Workers Statute [*Estatuto de los Trabajadores*] (Legislative Royal Decree 1/1995, dated 24 March).
- Dismissal or contract termination for objective reasons, pursuant to Article 52 of the Workers Statute [*Estatuto de los Trabajadores*] (Royal Legislative Decree 1/1995, dated 24 March).
- Voluntary resolution by the Policyholder in the cases established in Articles 40, 41 and 50 of the Workers Statute (Royal Legislative Decree 1/1995, dated 24 March).

3. Criteria for valuation and payment of breakdown repairs

The procedure for evaluating a breakdown covered by this warranty shall be applied applying the following precedence criteria:

1. Repair of the faulty part.
2. Replacement of the faulty part with an exchange or remanufactured part, this being construed to mean a part already repaired by the brand or its supplier.
3. Replacement of the faulty part with a new one.

A higher rather than a lower criterion may only be applied in the event that it is impossible to repair the breakdown or when the cost of said repair is higher than the next following criterion.

The Insurer shall pay direct compensation to the workshop carrying out the repairs or, in lieu of this, to the Insured, for the expenses actually incurred in repairs carried out for the breakdowns under warranty, applying the official rates in effect and pursuant to the following procedures:

- For breakdowns repaired in Spain: The cost of the expenses incurred in the repairs, provided that the total amount of said repairs (including taxes) exceeds the amount established in the policy's Special Conditions, all of this up to the limit of the coverage established by the warranty. The total amount includes the value of replacement parts, labour and any independent works carried out, calculated applying the following criteria:
 - a) Replacement parts: As per listed prices (including taxes).
 - b) Labour: As established in accordance with the listed prices of each workshop or repair dealer (including taxes).
 - c) Independent works: As per the amount actually paid on invoice (including taxes).
- For breakdowns repaired in the rest of the European Union: The Insurer shall settle the amount of the invoice paid to the repair workshop. The amount of the compensation shall be adjusted depending on the coverage limit and the organisations covered.

- In the event that the breakdown occurs in a country not within the eurozone, compensation shall be paid in Euros, taking as reference the exchange rate prevailing at the time of the repairs or invoice.

4. Obligations of the Insured in the event of a breakdown

The driver must stop as soon as the first signs of breakdown or of the vehicle's abnormal functioning appear, given that any aggravation of the fault shall be to his/her account.

The Insured party or the garage shall notify the Insurer of the existence of the malfunction within a **period of two days from when it occurred, except in cases of force majeure, and always before dismantling the vehicle.** Additionally, the Insured Party shall send the Insurer any documentation it may request at the time of notification.

Once the information has been received and the documentation requested reviewed, the Insurer will inform the Insured Party or the garage on the acceptance of the malfunction, in which case it will give an authorisation number to carry out the repairs; otherwise it will reject the malfunction or leave the vehicle pending appraisal.

If the reception and/or verification of the documentation becomes drawn out, the Insurer will offer the Insured Party the option of carrying out the repairs on his or her own account, in order to subsequently compensate the amount that may correspond in the event it is determined that the malfunction is covered. **In any case the Insured Party must give the Insurer the opportunity of verifying the malfunction, always prior to dismantling the vehicle.**

Once the breakdown has been notified and as long as it is covered by the insurance, **the Insured must keep safe the authorisation number provided by the Insurer, as without this number the vehicle cannot be repaired under the coverage of this warranty.**

5. Documentation to be submitted for the cover to be provided

To obtain payment of the compensation, the Insured Party must send the Insurer the supporting documents that, as appropriate, are indicated below:

- Repairs invoice made out to the Insurer, stating the date of the repairs and the previously provided authorisation number for the malfunction.
- Copy of the vehicle's Guarantee and Vehicle Maintenance Certificate, accrediting that all the periodic services in the maintenance plan have been carried out.
- Photocopy of the repair order, signed by the owner of the vehicle.

Apart from the above indicated documentation, for the cover established under section 1.2 of this Article, the following documents must be sent:

- Copy of the last labour contract held prior to the breakdown.
- Letter of notice of dismissal from the employer company.

- Company certificate.
- Certificate of labour record.

Any other document necessary to establish the scope and limit of the cover.

Additionally, depending on the reason for the situation of unemployment, the Policyholder shall provide the following documentation:

- Due to layoff plan:
 1. Photocopy of the resolution issued by the labour authority authorising the company to carry out the layoff plan.
 2. Photocopy of the notification from the company informing the Policyholder that it is making use of the aforementioned authorisation.
- Due to employer's death or incapacity:
 1. Death certificate and letter from the legal heirs terminating the labour relation due to said cause.
 2. Resolution from the Social Security declaring the labour incapacity of the employer and letter from the legal heirs terminating the labour relations due to said cause.
- Due to declared unfair dismissal:
 1. In the event of recognition of the unfairness of the dismissal from the date thereof until the act of reconciliation:
 - Copy of the notification letter from the employer, in which the employer admits the unfairness of the dismissal, including recognition of the compensation.
 - Documental proof of payment of the compensation amount into the bank or, if paid in cash, receipt for the payment.
 - In the event of judicial deposit of the legally corresponding compensation amount by the employer, copy of the court ruling notifying the amount of the deposit made.
 2. In the event of reconciliation before the Mediation, Arbitrage and Reconciliation Department [*Servicio de Mediación, Arbitraje y Conciliación*], or any other body with identical responsibilities:
 - Copy of the reconciliation slip.
 - Copy of the reconciliation procedure certificate.
 - Documental proof of payment of the compensation amount into the bank or, if paid in cash, receipt for the payment.

3. In the event of reconciliation before a judicial authority:

- Photocopy of the lawsuit filed with the court.
- Copy of the judicial reconciliation procedure certificate.
- Documental proof of payment of the compensation amount into the bank or, if paid in cash, receipt for the payment.

4. In the event there is no reconciliation:

- Copy of the judicial sentence declaring unfair dismissal.
- Copy of the court ruling notifying the Policyholder the employer's option to exercise its option in favour of compensation, choosing not to readmit the worker in his or her previously held post.

- Dismissal or termination for objective reasons:

1. If the worker accepts the dismissal:

- Letter from the employer notifying the dismissal for objective reasons.
- Documental proof of payment of the compensation amount into the bank or, if paid in cash, receipt for the payment.

2. If the worker appeals against the dismissal, said worker will have to submit the same documentation as in the case of declared unfair dismissal.

- Voluntary termination by the worker in application of Articles 40, 41 and 50 of the Workers Statute (Royal Legislative Decree 1/1995, dated 24 March):

1. Copy of the notification from the employer indicating the substantial modification of the labour conditions.

2. In the event of collective dismissal, resolution thereon from the labour authority.

3. Letter from the worker to the company notifying that he or she has opted for voluntary termination of work.

If the company appeals against the sentence for voluntary termination of the contract, the documentation required will be the same as that which is requested in the case of declared unfair dismissal.

The Insurer reserves the right to verify the above documentation pursuant to law.

Should the Insurer so request, all documental proof of the situation of unemployment will have to be submitted with due authentication.

6. Exclusions for this Type Nine

Apart from the general exclusions contained in Article 1, the following are expressly excluded from the coverage:

a) Any breakdown, considered individually, the repair costs of which (including taxes) are below the amount established in the policy's Special Conditions and/or exceed the vehicle's market price or its purchase price if this were lower than the market price.

b) Normal wear and tear of parts, which shall be established based on their condition, the mileage of the vehicle, the time of use and average operational potential, as well as the replacement, repair or adjustment of the parts due to erosion, corrosion, oxidation, rust or incrustations (belts, exhaust, suspension, front wheel assembly control and adjustment, pads, clutch, brake shoes, etc.). When necessary, appraisal of the vehicle's condition shall be carried out by an appraiser designated by the Insurer.

c) Any liquids, oils, lubricants, filters, consumables and accessories (except when their replacement is due to a breakdown covered by the warranty). Faults in bodywork, complete seats (except in the case of failure of an electrical or electronic component), upholstery and fittings, armrests, dashboard (including vents), ashtrays, door opening mechanisms (handles and locks), windows (including closing mechanisms) and central locking remote controls.

d) Tyres, rims, wheels, battery, pilot lights, bulbs and glazing.

e) Spark plugs; air, oil or fuel filter cartridges; windscreen wiper brushes and air-conditioning circuit liquid, provided such replacements are not the result of a covered breakdown.

f) Oil leaks, except those originating from the crankshaft rear oil seal or the gearbox primary oil seal.

g) The headlights and pilot lights, except in the case of electrical or electronic breakdown.

h) Replacement, maintenance or repair of non-original accessories, as well as of audio, video, alarm or navigation system, whether original or otherwise.

i) Breakdowns due to having continued driving after any of the oil, water or excessive temperature warning lights have lit up, or breakdowns due to the use of unsuitable fuel.

j) Breakdowns produced prior to the date of entry into effect of the warranty, regardless of the moment they occur or become apparent, those recognised by the manufacturer or call-in campaigns for said faults and those that occur within the manufacturer's guarantee period.

k) Repairs of breakdowns covered by this warranty carried out "in situ" by any roadside assistance when these are considered of a temporary, non-permanent

nature, or when the costs of such repairs are higher than they would have been had they been carried out in a workshop.

l) Repairs carried out by the repair workshop without direct authorisation from the Insurer.

m) Breakdown due to negligence or misuse of the vehicle (overloading, competition, etc.).

n) Breakdowns for which false claims are filed, or when there was any omission, concealment or falsehood in the data provided referring to the vehicle, vendor or owner when taking out the warranty.

ñ) Preventive periodic inspections, as well as the servicing or adjustments without replacement of parts, established in the vehicle's Inspection and Maintenance Plan.

o) Failure to comply with the recommendations stipulated in this warranty, as well as failure to carry out the periodic maintenance of the vehicle.

p) Damages to the vehicle due to fire, explosion, theft, attempted theft, purloin, vandalism, collision, transport or being towed away by public authorities or due to embargo or any circumstance resulting in loss of ownership or possession of the vehicle.

q) Damages caused directly by mechanical, thermal and radioactive effects due to nuclear reactions or transmutations, regardless of whatever their cause may be.

r) Damages caused by prolonged halts or impacts of any kind.

s) Expenses for tow trucks, towing, parking or garaging, as well as all kinds of compensation for immobilisation or loss of operation or expenses for dismantling (except, for the latter, cases in which the breakdown is covered by the warranty).

t) Circumstances for which a third party is responsible, as supplier of the part or labour or as a result of its negligent work (unsuitable previous repair), as well as breakdowns caused by series/design defects (if the manufacturer has accepted liability for these).

u) When the kilometre counter has been manipulated without prior notice to Insurer.

v) Any civil liability due to death, bodily injury, damages to property or consequential loss of any kind that may arise, directly or indirectly, under this warranty, or due to the presence of asbestos in the vehicle.

w) Expenses for decontamination, search and recovery of radioactive isotopes of any kind and application, derived from any accident covered by the policy.

x) Any compensation, damages or liability that may be claimed under any other existing insurance or warranty.

Additionally, provision of the cover for serious breakdown whilst unemployed (section 1.2 of this Article) will not be applicable in the following cases:

- **When the Policyholder has lost his or her job prior to the insurance cover period.**
- **When he or she is dismissed and does not challenge the company's decision in the appropriate time and manner. Notwithstanding this, when the employer recognises the unfairness of the dismissal and pays the legally corresponding amount, dismissal may be accredited without the need for said challenge, by providing the company letter that indicates the cause and recognition of unfair dismissal, as well as declaration that the amount offered to the employee in concept of compensation corresponds strictly to the amount established by law. In the event that said amount is less than that which legally corresponds, the dismissal will always need to be challenged. On the other hand, proof of having received payment of the legally corresponding compensation amount must be given.**

In the event that a claim is filed with the Mediation, Arbitrage and Conciliation Service [*Servicio de Mediación, Arbitraje y Conciliación, SMAC*] or the judicial authorities, and the dismissal is recognised as unfair through conciliation, it will not be covered if the compensation to be received by the employee is below that legally established.

In the event of contract termination or dismissal based on the objective reasons established in Article 52 of the Workers Statute, it will not be necessary to file any challenge, provided that the legally established compensation is paid. The employee must accredit having received payment of the legally corresponding compensation amount.

- **When, following declaration of unfair or null dismissal in a final sentence and notification of the labour reincorporation date by the employer, the Policyholder does not exercise said right or, when appropriate, does not take the actions that correspond under prevailing legislation.**
- **When the Policyholder does not request reincorporation to his or her work post, in the event of being able to choose between accepting the compensation or accepting readmission, if he or she is a union representative or legal representative of the workers, or is enjoying a leave of absence or the period established for said leave has expired.**
- **When the contract is terminated due to retirement of the individual entrepreneur who is the Policyholder's employer.**
- **In the event that the contract finalises due to dismissal legally declared unfair.**
- **When the Policyholder is a permanent-intermittent worker in the periods in which he or she is not effectively working.**

- **If the Policyholder's situation of unemployment has its origins, directly or indirectly, in armed conflicts, public disorder, riots, insurrections, coup d'états, wars or any other type of incident that could give rise to a state of war (declared or otherwise).**
- **When the Policyholder's situation of unemployment is caused, directly or indirectly, by ion radiation or radioactivity contamination due to nuclear waste originating from nuclear fuel, or by radioactivity, toxicity, explosiveness, or any other hazardous properties that may derive from nuclear fusion or nuclear components.**
- **If the Policyholder's situation of unemployment is derived, directly or indirectly, from earthquakes, floods, volcanic eruption, hurricanes or any situation classified by the national government as "catastrophe" or "national disaster".**

Likewise, if the Policyholder loses his or her job during the term of the insurance, he or she will not be able to receive the compensation in this modality in the following cases:

- a) In the event that, immediately prior to the date on which the unemployment commences:**
 - **The Policyholder did not have a permanent contract with a minimum period of registered employment with the company of at least six months.**
 - **The Policyholder had a labour relationship in which dismissal was a regular or recurrent characteristic, or was aware or should have been aware that he or she was about to become immediately unemployed.**
- b) If a Layoff Plan is voluntarily accepted.**
- c) When the Policyholder is in a situation of partial unemployment.**
- d) If the labour relationship was with a business owned by a family member, up to a second degree of kinship or affinity, as well as when the Policyholder or a family member of the Policyholder up to a second degree of kinship or third degree of affinity was the company director; also if the Policyholder was a partner or shareholder with presence or direct representation in the company's administration bodies.**
- e) When the unemployed occurs after the Policyholder has reached the legal age of retirement corresponding to the activity he or she carried out, and the Policyholder meets all the legal requirements necessary to receive a retirement pension.**
- f) If the Policyholder had received or has the right to receive a salary from the employer. This case shall not include salary supplements agreed collectively in the contract suspension procedure.**

g) All the out of work or inactivity circumstances of the Policyholder that do not constitute unemployment, as defined in this modality, as well as cases of partial unemployment.

ARTICLE 46 – TYPE TEN – REPLACEMENT VEHICLE

1. Object of the coverage

This warranty, not included in the travel assistance insurance, may be taken out optionally by the insurance Policyholder, its objective being to provide the Insured with a replacement vehicle (hire vehicle) in the event of immobilisation of the insured vehicle due to a traffic accident, attempted theft or purloin, or theft or purloin; and additionally, in the case of theft or purloin, if the vehicle has disappeared.

To have the right to this coverage, the Insured must contact the Insurer's travel assistance service, which will verify the damages sustained by the vehicle.

The Insurer will supply the Insured with a replacement vehicle of the category and group indicated in the policy's Special Conditions, provided the vehicle insured has already been towed away. This service is subject the hire car companies' vehicle availability and their contract conditions, which will be at least the standard market conditions.

2. Scope and limitations of the warranties in this Type Ten

The benefits provided are the following:

2.1. In the event of accident, up to 10 calendar days when it is not possible to continue travelling in the insured vehicle due to a traffic accident.

2.2. In the case of total loss, up to 15 calendar days. Total loss shall be construed as being when the cost of repairing the vehicle affected exceeds 75% of its market value or, as appropriate, 75% of its purchase value, where such warranty is applicable.

2.3. In the case of theft or purloin, up to 30 calendar days taking into account the following conditions:

- The Insured must file the corresponding report on the theft or purloin with the competent authorities and send a copy to the Insurer.
- In event of recovery of the vehicle, the Insurer undertakes to notify this circumstance to the Insurer and return the replacement vehicle.
- In the event that the vehicle is recovered with damages and is declared a total loss, the days shall not be accumulative and the maximum time the replacement vehicle shall be made available is 30 days.

3. Exclusions for this Type Ten

The insured shall not have the right to the benefits of this service in any of the following circumstances:

- a) When the Policyholders, owners and/or drivers of either sex are under the age of 21.**
- b) When the Policyholders, owners and/or drivers have held a driving licence for less than one year.**
- c) When the vehicle is capable of continuing travelling by its own means.**
- d) When the vehicle is not a category one vehicle and it is not designed for private use or private use on behalf of a company.**
- e) When the origin of the vehicle immobilisation is a breakdown.**
- f) When the Insured has failed to contact the Insurer to request the benefit of this warranty.**
- g) When the damages sustained by the vehicle are the result of parking damages and/or vandalism.**
- h) The days of availability of the vehicle indicated in points 2.1, 2.2 and 2.3 in the previous section may not be added together.**

ARTICLE 47 – EXTRAORDINARY RISK COVERAGE CLAUSE

The following clause shall apply for the coverage governed by Types Two, Three, Four, Five, Six and Ten of this policy:

CLAUSE FOR COMPENSATION ON THE PART OF THE *CONSORCIO DE COMPENSACIÓN DE SEGUROS* FOR LOSS DUE TO EXTRAORDINARY EVENTS

Pursuant to Articles 6 and 8 of the *Consortio de Compensación de Seguros's* by-laws, approved by Royal Legislative Decree 7/2004, dated 29 October and modified by Act 12/2006, dated 19, the Policyholder of an insurance contract that states the obligation to pay a surcharge to the said State-owned Company, and that is mentioned in Article 7 of the said by-laws, is allowed to convene the coverage of extraordinary risks with any Insurance Company that meets the requirements of current legislation.

Compensation for claims due to extraordinary events occurring in Spain and that have an impact on the risks in Spain shall be paid by the *Consortio de Compensación de Seguros*, when the Insured, in turn, has paid the surcharges to the said Syndicate and in one of the situations given below:

- If the extraordinary risk covered by the *Consortio de Compensación de Seguros* is not covered by the insurance policy taken out with the Insurance Company.

- If, despite coverage by the insurance policy, the obligations of the Insurance Company cannot be met because the Company has been declared bankrupt judicially (Act 22/2003, of 9 July, Bankruptcy) or because the Insurance Company is in a situation of insolvency and subject to a debt recovery procedure, or the debt has been assumed by the *Consortio de Compensación de Seguros*.

The *Consortio de Compensación de Seguros* shall adapt its actions to that established in the Legal Statute, in the Insurance Contract Act 50/1980 of 8 October, in the Extraordinary Risk Insurance Regulations, approved by Royal Decree 300/2004, dated 20 February and complementary provisions.

I. SUMMARY OF THE STATUTORY PROVISIONS

1. Extraordinary risk coverage

Extraordinary risk shall mean:

- The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the pounding of waves), volcanic eruptions, atypical cyclone storms (including extraordinary winds of over 120 km per hour and tornados) and falling sidereal bodies and aerolits.
- Risks caused by violence as the result of terrorism, uprisings, insurrection, mutiny and riots.
- Events or operations of the Armed Forces or Security Forces in times of peace.

2. Risks excluded

a) Risks which would not give rise to compensation under the Spanish Insurance Contracts Act.

b) Damages and claims caused to property that is insured through an insurance contract other than the contracts in which paying a surcharge to the *Consortio de Compensación de Seguros* is compulsory.

c) Damage due to defects of the insured object as such, or due to obvious lack of maintenance (Spanish Official Gazette number 141 of Friday, 11 June 2004).

d) Damage caused by armed conflict, even when not without a prior declaration of war.

e) Damage due to nuclear power, without prejudice to Act 25/1964, of 29 April. However, any damage caused directly by an insured nuclear facility shall be construed as included, even when the said damage is the result of an extraordinary occurrence that affects the facility concerned.

f) Damage caused by the passage of time. Where property that has been permanently submerged, either completely or in part, the damage caused by ordinary waves and currents.

g) Damage caused by natural phenomena other than the ones described in Article 1 of the Rules for the Insurance of Extraordinary Risks and, in particular, damage caused by the rising of the water table, hill slides, landslides and land settlement, falling rocks and similar phenomena, unless they were obviously caused by rain that, in turn, caused an extraordinary flood in the area and the damage occurred at the same time as the said flood.

h) Damage caused by disturbances in the course of meetings and demonstrations carried out pursuant to the provisions of Spanish Organic Act 9/1983, of 15 July, as well as during lawful strikes, unless the said disturbances could be classified as extraordinary events pursuant to Article 1 of the Rules for the Insurance of Extraordinary Risks.

i) Damage caused by the Insured's bad faith.

j) Damage due to claims that occurred during the risk-free period set forth in Article 8 of the Rules for the Insurance of Extraordinary Risks.

k) Damage due to claims occurring prior to payment of the first premium or when, pursuant to the Spanish Insurance Contracts Act, the *Consortio de Compensación de Seguros's* coverage has been suspended or the insurance has terminated due to non-payment of the premiums.

l) Indirect damage or loss due to direct or indirect damage, other than the loss of profit described in the Rules for the Insurance of Extraordinary Risks. In particular, the coverage does not include damage or loss that are the result of a cut or fluctuation in the supply of electricity, fuel gas, fuel-oil, gas-oil and other fluids, or any other indirect damages or losses other than the ones described in the previous paragraph, even if the said changes are due to a cause that is included in the coverage for extraordinary risks.

m) Damages that have been classified by the Spanish government as a "national catastrophe or disaster" due to their magnitude or severity

3. Excess

In the event of direct damage, the excess to be paid the Insured shall be 7 percent of the sum of the identifiable damage cause by the claim. However, such excess shall not apply to damage caused to vehicles covered by automobile insurance, house insurance and community of property owners insurance.

In the event that loss of profit is covered, the excess to be paid by the Insured shall be envisaged in the policy, in the time period and the quantity, for damages due to ordinary loss of profit claims.

4. Scope of the coverage. Convened ordinary insurance options

Extraordinary risk coverage shall be extended to the same persons, goods and amounts insured as those established in the policy for ordinary risks. Notwithstanding this, in policies that cover own damages of motor vehicles, the *Consortio* shall guarantee the all the insurable interest, even if the policy only does so partially.

In life insurance policy that, pursuant to that established in the contract and in accordance with private insurance regulations, generate a mathematical provision, the coverage of the *Consortio* shall refer to the risk capital for each Insured, that is, to the difference between the insured sum and the mathematical provision that, pursuant to the aforementioned regulations, the issuing Insurance Company should have set up. The amount corresponding to said mathematical provision shall be paid by the aforementioned Insurance Company.

II. PROCEDURE TO FOLLOW IN THE CASE OF A CLAIM INSURABLE BY THE *CONSORCIO DE COMPENSACIÓN DE SEGUROS*

In the event of a claim, the Insured, Policyholder, Beneficiary, or their respective legal representatives shall notify the occurrence of the claim no later than seven days after they had knowledge of it, at the appropriate *Consortio*'s regional branch, depending on where the claim took place, either directly through the Insurance Company with which the ordinary insurance was taken out or through the producer who intervened in the insurance. The notification shall be made on the appropriate form, which is available on the *Consortio*'s Web page (www.conorseguros.es) or at their offices or the offices of the Insurance Company, to which the necessary documentation, depending on the nature of the damages or injuries, should be attached.

Likewise, it is necessary to preserve the remains of the claim for the adjusters' operations and, if this is absolutely impossible, to show documents that are evidence of the damage, such as photographs, a notarial certificate, videos and official certificates. Likewise, any invoices for damaged property whose destruction could not be delayed shall also be kept.

Whatsoever measures necessary to reduce the damages should be taken.

Assessment of the losses due to the extraordinary events shall be performed by the *Consortio de Compensación de Seguros*. *The Consortio shall not be bound by any assessments carried out by the Insurance Company that covered the ordinary risks.*

To clarify any questions and issues on the proper way to proceed, please contact the *Consortio de Compensación de Seguros* at their Insured Service Department: (+34) 902 222 665.

ADJUSTMENT OF THE PREMIUM TO THE ACCIDENT RATE

ARTICLE 48 – CHANGING THE PREMIUM ACCORDING TO THE PERSONAL ACCIDENT RATE

Successive premiums shall be calculated on the basis of the Insured's personal accident rate.

To calculate a new premium, the accident rate of the first 10 months of a valid policy shall be observed.

For the second and subsequent years, the observation period shall be 12 months, counted from the date on which the observation period for the previous year ended.

ARTICLE 49 – SPECIFIC CONDITIONS FOR TRAVEL INSURANCE

1. Preliminary provisions

1.1. Access to the service

To benefit from the assistance warranties under the terms described herein, the Insured shall have contacted the Insurer first. The Insurer shall be available 24 hours a day, every day of the year.

1.2. Abusive behaviour

Whenever the Insurer deems that the behaviour of an Insured is abusive, the Insurer may claim a reimbursement of all or a part of any disbursements that are the direct result of the abusive behaviour.

2. Procedure to follow in a claim

2.1. Notifications

After a claim that may give rise to the benefits herein, the Insured shall **notify the claim to the emergency telephone service provided by the Insurer**, giving the name of the Insured, the policy number, the name of the place and the telephone where the Insured can be contacted, and the assistance required.

2.2. Subrogation

The Insurer shall be subrogated in the Insured's' rights and actions for any disbursements that the Insurer has assumed when the assistance warranties began. The Insurer may exercise this right before passenger transportation companies, to refund unused tickets and tickets used by the Insured within the scope of the assistance warranties.

3. Further provisions

The Insurer states that the services for travel insurance shall be provided through a specialised organization.

The assistance warranties described below shall apply by taking into account the geographical features, climate, economy, politics and legal system of the place travelled to and verified at the time of the event.

3.1. The Insurer shall not be held liable for any failures or difficulties in the performance of their duty due to force majeure or events such as civil war, war, coups, attacks and terrorist actions, revolutions, popular uprisings, riots, strikes, embargos, retaliation by civil forces, official prohibitions, piracy, explosions, nuclear and radioactive effects, climatic difficulties (floods, snow, storms).

3.2. The Insurer shall only intervene within the scope of the agreements granted by the by the local authorities and shall in no case substitute local emergency organisations or pay their cost.

3.3. The Insurer shall not be obliged to intervene when the Insured has voluntarily committed an offence against current local laws.

3.4. In the warranties of assistance to the insured, the Insurer shall only pay the extra expense involved in the claim and that exceeds the costs initially estimated by the Insured.

3.5. The benefits for medical care and transportation shall be decided by the Insurer, after consulting with the doctor who attended the Insured.

3.6. The Insurer shall not be liable for repairs to the insured vehicle, delays and difficulties in carrying out the repairs, for damage when transporting or towing the vehicle and loss if the vehicle or its accessories are stolen.

3.7. In the event that a vehicle has been stolen, the Insurer shall be provided with the report to the competent authorities in order to put the assistance warranties into practice.

4. General exclusions

In general, the following shall be excluded:

a) Events caused by taking part in sport and/or high risk competitions.

b) Searches in the sea, mountains and deserts.

c) Warranties and benefits that have not been applied for and that were not made by the Insurer or with their permission, except in exceptional cases in which it has not been possible to contact the Insurer:

– By order of a public authority (a justification shall be required).

- If the Insured has received bodily injury in an accident with an insured vehicle that has been the object of an intervention by the public authorities.

For instance: bodily injury to the Insured, caused in a traffic accident involving the insured vehicle and in which the public authorities intervened.

d) The Insured shall pay all of the expenses (transport, petrol, tolls, meals) that he or she would have incurred if the event that caused the Insurer's intervention had not occurred.

I. CONDITIONS FOR CATEGORY ONE VEHICLES (PRIVATE CARS, DERIVATIVES OF PRIVATE CARS, FOUR-WHEEL-DRIVE VEHICLES, PEOPLE CARRIERS, VANS OF UP TO 3,500 KG OF MAXIMUM AUTHORIZED WEIGHT, WITH OR WITHOUT A TRAILER) AND CATEGORY THREE VEHICLES (MOPEDS, THREE-WHEELER VANS AND MOTORCYCLES)

1. Definitions

For this coverage, the definitions of the following terms shall be:

- **INSURED:** A natural person, with residence in Spain, holder of the policy, and his or her spouse, from who the Insured is not separated either legally or in fact, as well as their ascendants, providing they live at the same address, and their descendants if legally in their care.

The rights of the Insured are not changed or adversely affected if they travel separately.

When there is an accident, any other person who is travelling free of charge in the insured vehicle is likewise considered to be insured.

If the Policyholder is a legal entity, the driver of the vehicle shall be deemed to be the Insured, according to the description of a driver given in the General Conditions.

- **ADDRESS:** For the benefits, the Insured's residence shall be construed as the residence of the Policyholder or the authorized driver of the insured vehicle. An essential condition is that the main residence shall be located in Spain, even in the event of a traffic accident, when the warranties affect occupants who are being transported free of charge.
- **INSURED VEHICLE:** Two or four-wheel land vehicles, caravans and trailers insured by the Insurer, and whose total loaded weight does not exceed 3.5 metric tons.
- **VEHICLES WORTH REPAIRING:** A vehicle is considered worth repairing when the cost of the repairs is lower than the vehicle's market value.

2. Object, duration and validity

2.1. Object of the insurance

Travel assistance is an insurance that provides a number of services during a trip, some of which target people and others the vehicle and its occupants.

2.2. Duration

The duration of this insurance depends on the automobile insurance of which it is a complement.

2.3. Validity

Warranted coverage shall include stays away from the usual residence of no more than 90 days for each trip.

The Insurer shall put the benefits into practice directly, or after a prior agreement between the Insured and the Insurer.

3. Coverage

3.1. Benefits relating to people (with or without a vehicle)

When travelling or on a trip, the warranties apply worldwide with no limit of mileage, except for medical expenses that will only be charged in the foreign country and under the conditions set forth in the section below. It includes:

3.1.1. Assistance to people who are ill or injured

- **Transportation or repatriation of patients.** In the event of a medically established need, the Insurer's medical team shall consult *in situ* with the doctors who attended the ill or injured person and decide whether to move the Insured to:
 - the most appropriate hospital,
 - the hospital closest to the person's residence
 - to the person's residence.

By organizing and using the most appropriate means and, if necessary, under constant medical observation.

In all cases, the Insurer shall organise and take meet the cost of travel to the ill or injured person's residence, even when the Insurer's doctors deem intermediate transportation is needed before travelling to the usual place of residence.

As far as possible, a family member shall be allowed to travel with the ill or injured person during the trip.

- **Disbursements for extended hotel stays.** If a stay in a hotel needs to be extended after hospitalization, the Insurer shall pay the cost of the hotel (accommodation and breakfast), **up to Euros 43 per night and for no more than 10 days.**
- **Travelling expenses of a family member.** If the Insured, ill or injured, cannot travel and must remain in hospital for more than 5 days, the Insurer shall pay the cost of appropriate transportation (two-way) for a family member to go to the Insured's bedside.

The Insurer shall also pay the family member's stay at a hotel, for **up to Euros 43 per night and for no more than 10 days.**

- **Refund of medical expenses in a country other than Spain.** As a complement to the benefits offered by the Spanish Health and Pension Scheme and/or the welfare system's provisions, the Insurer shall pay the medical, surgical, pharmaceutical and hospital expenses, for **up to Euros 6,000.**

3.1.2. Assistance in the event of death

- **Repatriation of the corpse.** In the event of the Insured's death during a trip, the Insurer shall organize and pay the transportation of the Insured's mortal remains to a burial place close to the Insured's place of residence in Spain.
- **Early return due to the death of a family member in Spain.** If the Insured's spouse, ascendant, descendent to the first level, sister or brother dies in Spain while the Insured is on a trip, and the latter cannot return by the means initially envisaged, the Insurer shall pay an appropriate means of transport to the burial place in Spain. In such a case, the maximum limit shall be the cost of transportation to the place of residence.

If the Insured needs to return to the initial place where he or she was staying in order to recover a vehicle or continue the trip, the Insurer shall organize the appropriate means of transportation for that purpose.

3.1.3. Assistance to accompanying persons

- **Return of the accompanying persons, if an Insured who is ill, injured or dead needs to be moved.** If an Insured needs to be moved for medical reasons, or the Insured's corpse needs to be taken to a burial place in Spain, the Insurer shall organize the trip and pay the cost of return tickets in the most appropriate transportation, and of the other Insurers if the latter cannot do so by the means initially planned.

In the case of children under 15 and/or people with a disability, and/or people above 70 who are left with no one to accompany them, the Insurer shall organize and pay the cost of a round trip, by the most appropriate means of transportation, of a person who lives in Spain and who is designated by the family to accompany them to their residence in Spain.

- **Sending a family member or a professional chauffeur.** If an insured driver needs to be transported or repatriated due to illness, accident or death, or if the said driver is unable to drive and none of the other occupants can replace him or her, the Insurer shall pay the one-way cost of a family member, or the expense of providing a professional driver to move the vehicle and its occupants to their place of residence in Spain or, at their choice, to their destination. Likewise, the Insurer shall pay the expenses up to a limit equal to what it have cost the return to the Insured's place of residence.

3.1.4. Sending forgotten objects and/or documents

If the Insured forgets documents or personal belongings during a trip, and they are needed to continue the journey, the Insurer shall take charge of sending them to the place where the Insured is staying, providing a family member gives them to the Insurer. Likewise, the Insurer shall organize and take charge of sending the Insured's medicine or prescription spectacles if they have been impossible to find in the said place. The sum for sending the medicine or spectacles to the Insured shall be returned before one month has elapsed since they were sent.

3.1.5. Loss or theft of baggage and car keys

When baggage has been lost or stolen, or the car keys and personal belongings have been lost or stolen, the Insurer shall advise the Insured on how to report the facts. If the stolen property is recovered, the Insurer shall take charge of sending them to the Insured's residence.

If the Insured has two sets of car keys, the Insurer shall organise and pay the cost of sending them to the place where the Insured and his or her vehicle are located.

3.1.6. Sending urgent messages

The Insurer shall do all they can to send the Insured's urgent messages to an addressee in Spain, under the sole liability of the message's author.

3.2. Exclusions relating to people

- a) Emergency surgery and first aid that are warranted by the local public service.**
- b) Plastic surgery.**
- c) Medical expenses, surgery and hospitalization in Spain.**
- d) The appearance or relapse of existing or chronic diseases during a trip that were known by the Insured when the trip began.**
- e) Mental illness and pathological states that were known to the Insured and that could become worse during the trip.**
- f) Programmed and/or usual surgery for pregnant women. However, after the sixth month, assistance is warranted when a pathology was not anticipated.**

g) The cost of medicine or prescription spectacles sent to by the Insurer at the Insured's request shall be refunded before one month has elapsed since they were sent.

h) If medical costs already covered by an insurance contract or by community organizations, the Insurer's intervention shall be considered an advance that will have to be subsequently returned. In such case, the Insured shall request the refunds owed from the said organizations and shall repay the Insurer.

3.3. Benefits relating to vehicles

The warranties shall apply in Spain, in the European countries, including Russia to the Ural Mountains, and in the Mediterranean countries with no limit of mileage, and shall be linked to the insured vehicle and persons. They include:

3.3.1. Assistance to vehicles in the event of breakdown, accident or theft

- **Mechanical assistance.** In the event of an accident or breakdown that prevents the insured vehicle from being driven, the Insurer shall send an emergency breakdown van to perform an *in situ* repair, if possible, that will allow the vehicle and its occupants to continue their journey. The Insurer shall pay the cost of this intervention up to the sum of Euros 120. The cost of replacement parts shall be met by the Insured.

The benefit of assistance services in the event of running out of petrol or a punctured tyre is expressly warranted.

- **Towing a vehicle.** When a repair cannot be carried out at the place where the event took place, the Reinsurer shall organize and pay the cost of towing the vehicle, depending on where the vehicle is immobilized:

If the vehicle is located in Spain, it will be towed to the garage the Insured Party designates; the maximum towing distance will be the distance between the place of the incident and the surrounding area of the residence (surrounding area being defined as a radius of 25 km around said residence). If there were no garage within this radius of 25 km, the vehicle will be towed to the nearest official service garage corresponding to the make of the car. If there were no garage within this radius of 25 km, the vehicle will be towed to the nearest official service garage corresponding to the make of the car.

If the vehicle was immobilized in a country other than Spain, it will be towed to the mechanic who is closest to the place where the event took place.

- **Rescue.** When a vehicle is immobilized because it turned over or fell due to uneven ground, the Insurer shall organize and take charge of the cost of rescuing the vehicle, for **up to a maximum sum of Euros 350.**
- **Sending replacement parts.** The Insurer shall organize and send to a country other than Spain any replacement parts that are not available at the place where the event took place and that are needed to repair the insured vehicle. Shipping costs and customs tariffs shall be charged to the Insured. The cost of replacement parts shall have to be refunded to the Insurer no later than one month after they were sent.

- **Repatriation of the insured vehicle and disbursements for storage or safekeeping in a country other than Spain.** If an insured vehicle is deemed to be impossible to repair in the country where the event took place but repairable in Spain for a sum that does not exceed its market value, the Insurer shall organize and take charge of the cost of repatriating the insured vehicle.

In the event of repatriation of an insured vehicle from a country other than Spain, as stated in the previous paragraph, the Insurer shall organize and take charge of the storage costs from the date on which the Insured requests the storage until the road haulier takes charge of the vehicle.

Identical benefits are granted if the vehicle is stolen when it is recovered, has been in an accident or broken down and is deemed to be irreparable in the country where the claim occurred, but repairable in Spain for a sum that does not exceed the vehicle's market value.

- **Transport for the Insured to recover his or her repaired vehicle.** The Insurer shall organize and take charge of the cost of transporting the Insured or a person designated by him or her to recover the vehicle at the mechanic's workshop to which the Insurer had it towed.

This provision shall also apply if the vehicle was stolen and subsequently recovered.

3.3.2. Assistance to the occupants in the event of immobilization or theft of the insured vehicle

If the insured vehicle is rendered useless for driving and it cannot be repaired on the same day as the minor road accident or, in the case of theft or purloin, from the moment the fact is reported to the competent authorities, the Insured may choose one of the following benefits:

- **Return of the occupants.** The Reinsurer shall organize and take charge of the cost of transporting the vehicle's occupants to their usual place of residence in Spain or to their destination by the most appropriate means of locomotion, providing that, in the latter case, the cost does not exceed the cost of returning to their home.
- **Accommodation.** The Reinsurer shall take charge of the cost for accommodation and breakfast at a three-star hotel in same town or city where the insured vehicle is being kept or, failing that, up to Euros 43 per Insured person and night for the duration of the repairs on the insured vehicle, up to a maximum of 5 nights.

3.3.3. Advanced funds in a foreign country

The Insurer may advance funds to a **maximum of Euros 1,000** so the Insured can meet the cost of serious difficulty encountered unexpectedly in a country other than Spain.

Previously, the Insured shall sign a acknowledgement of debt in which he or she undertakes to return the sum advanced before one month has elapsed from the date on which the funds were advanced. To this end, the Insurer shall reserve the right to request sufficient guarantee or surety.

3.3.4. Assistance in the event of a judicial proceedings in a foreign country

If the Insured is required to pay a bond as the result of a traffic accident in which the insured vehicle did not take part, the Insurer shall make the sum available to the Insured by one of the following methods:

- **Advance of bail.** The Insurer shall advance the bail to a **maximum of Euros 6,000** as soon as they receive sufficient backing or surety from the Insured to ensure that the sum advanced will be returned no later than one month after the date on which the funds were advanced.
- **Payment of lawyer's fees.** To ensure the Insured's defence, the Insurer shall take charge of the lawyer's fees, up to a **maximum of Euros 2,000**.

3.4. Exclusions relating to vehicles

a) Vehicles and their occupants within the framework of short-term hire, as well as ambulances and taxi-ambulances.

b) Events that take place on forest roads and out of roads that are appropriate for driving, except for the warranties of towing and rescue (section 3.3.1 of this Article).

c) The cost of replacement parts.

d) The Insurer's obligation to send replacement parts, if they no longer exist in Spain or are no longer manufactured.

II. SPECIAL CONDITIONS FOR VANS, TOWING HEADS, RIGID LORRIES WITH A MAXIMUM AUTHORISED WEIGHT OF OVER 3,500 KG AND COACHES

1. Definitions

Definitions for this coverage:

INSURED: The natural person who holds the policy and resides in Spain. If the Policyholder is a legal entity, the said entity shall have the consideration of an Insured for the benefits regarding the vehicle and set forth in section 5.3, except for section 5.3.3. For benefits regarding people, which are set forth in section 5.3.3 and in section 5.1, the usual Driver stated in the Specific Conditions shall be considered as Insured.

Likewise, the insured vehicle's authorised driver and the person who accompanies the driver in the same transportation service or route shall also be Insured.

2. Object

By this travel assistance insurance for vans, lorries, and coaches, the Insured is warranted the coverage that includes benefits related to people and to the insured vehicle, within the territorial scope of the insurance herein.

Platforms, trailers and semi-trailers shall only be covered by the policy's warranties if they were joined to the lorry or towing head at the time of the claim.

This benefits of this policy are expressly excluded for transported loads and merchandise, as well as any passengers who are travelling in the insured vehicle.

An essential requirement of receiving the benefit of the policy's warranties is that the insured vehicle for transporting merchandise or passengers shall only do so occasionally, shall have the appropriate licences for so doing, shall be current in the Spanish technical inspection of vehicles (ITV) and shall have complied with all necessary requirements.

3. Territorial scope and validity

The warranties described in the Conditions herein shall apply to all of Europe and the following Mediterranean countries: Morocco, Tunisia, Turkey, Syria and Egypt.

The warranties for the medical and health care set forth in section 5.1.1, and for convalescence in a hotel set forth in section 5.1.4, shall only apply in a country other than Spain. The remaining benefits herein shall apply when the Insured is more than 25 km away from his or her usual place of residence, or more than 15 km away if the Insured lives in the Balearic Islands or the Canary Islands, except in the event of mechanical assistance and towing, and rescue and salvaging, which shall be effective from 0 km.

Coverage of the warranted benefits shall take place in stays away from the usual place of residence for periods of less than 60 days per trip.

It is expressly convened that the Insurer's obligations due to the coverage herein shall end the instant the Insured returns to his or her usual place of residence, or has been admitted in a hospital that is **no more than 30 km distant** from the said residence **(15 km in the Balearic Islands or Canary Islands)**.

The coverage herein shall be excluded in countries to which the Insured may have travelled and that are at war or in a state of siege, insurrection or armed conflict of any nature, even if such a state has not been officially declared.

4. General exclusions

a) The Insurer shall not assume an obligation of any kind in relation to benefits that have not been requested or that have not been made with their prior agreement, except in the event of force majeure or duly justified physical impossibility.

b) Claims that are the direct or indirect result of events caused by nuclear power, genetic alterations, radioactive radiation, natural disasters, warfare, explosion and terrorist actions.

c) Events caused voluntarily by the Insured, and those in which the Insured have incurred in malicious intent or serious blame either in the cause or in exposure to the claim, its nature or its consequences.

d) Events that are the result of the Insured's participation in competitions or sports events that are not expressly covered in the Specific Conditions.

5. Coverage

5.1. Benefits related to people

The Insurer warrants benefits to the Insured while travelling or during a trip made by any means of transport.

5.1.1. Medical and health care in a foreign country

In the event of an accident or illness that occurs in a country other than Spain, the Insurer shall manage the provision of medical care, surgery, pharmaceuticals, and hospitalization of the Insured, and shall make the necessary disbursements.

The following services are expressly included, without limitation:

- Emergency care by medical teams and specialists.
- Medical examinations that complement the care given.
- Hospitalization, treatments and surgery.
- Provision or reimbursement of medicine prescribed by a doctor.
- Care for acute dentistry problems, such as those caused by infection, pain or trauma, that require emergency treatment.

The maximum sum covered per Insured for the expenses listed as a whole shall be Euros 3,000. Dentistry expenses shall be limited, in all cases, to Euros 60 per Insured.

5.1.2. Medical transportation or repatriation of the injured and ill

In the event that the Insured has an accident or contracts a disease, the Insurer shall pay for:

- The ambulance to the nearest surgery or hospital.
- Monitoring by their medical team, in contact with the doctor who is attending an Insured who is injured or ill, to determine the convenient measures for the best treatment and the best way to move the Insured to another hospital that is more appropriate or closer to the Insured's home.
- The cost of moving the person who is injured or ill, by the most appropriate means, to the prescribed hospital or to their usual place of residence.

If the Insured was admitted into a hospital that is not close to his or her home, the Insurer shall pay for a subsequent move to the same.

5.1.3. Transportation of an accompanying person and stay if the Insured is hospitalized

When the Insured has been hospitalized for an estimated period of more than ten days, the Insurer shall pay for the transportation and return of the accompanying person designated by the Insured.

If the hospitalization takes place in a country other than Spain, the Insurer shall also pay for the cost of the accompanying person's stay, up to a **maximum of Euros 30 per day during ten days**.

5.1.4. Convalescence in a hotel abroad

If a doctor orders that an Insured who is ill or injured cannot return home or continue to his or her destination, the Insurer shall pay for the extended stay at the hotel, for a **maximum of Euros 30 per day during ten days**.

5.1.5. Transportation or repatriation of the dead and other Insured

In the event that one of the Insured dies, the Insurer shall take charge of any formalities involved, and of the transportation of the corpse to the place of burial or cremation in Spain.

The cost of post-mortem preparation pursuant to the legal requirements shall be covered up to a maximum of Euros 600.

The cost of burial or cremation and the ceremony are not included.

The Insurer shall take charge of transporting the accompanying Insured to the place where the corpse shall be buried or cremated or to their destination if they cannot do so by the means initially envisaged, providing that, in the latter case, the cost does not exceed the cost of returning to their place of residence.

5.1.6. Early return

If one of the Insured is forced to return early due to the death of a spouse, immediate ascendant or descendent, sister or brother during the course of a trip, the Insurer shall take charge of the Insured's transportation to the place of burial or cremation in Spain and the return to where the Insured was staying.

5.1.7. Sending urgent messages

The Insurer shall take charge of sending any urgent messages entrusted to them by the Insured due to claims covered herein.

5.2. Exclusions relating to people

a) Ailments, diseases and chronic illness that existed prior to the start of the trip, as well as any complications and relapses thereof.

b) Diseases and pathological states caused by the intended intake or use of alcohol, toxic agents, drugs, narcotics and the use of medicine without a doctor's prescription.

c) Death by suicide and injury or disease due to attempted suicide or self-inflicted by the Insured, as well as injury or disease caused by the Insured's criminal activity.

d) Beauty treatments and the provision or replacement of hearing aides, contact lenses, spectacles and prostheses in general, as well as disbursements due to pregnancy and labour, except for unexpected complications during the first six months and any type of mental illness.

e) Injury and diseases due to the Insured's participation in bets, competitions or sports events, skiing or any other winter or adventure sport, and the rescue of people at sea, on a mountain or in a desert.

f) Any kind of medical or pharmaceutical expense under Euros 13.

The indemnities fixed in the warranties shall, in all cases, complement any contracts that cover the same risks, Spanish Health and Social Security benefits and any other collective private insurance scheme.

5.3. Benefits relating to vehicles

The Insurer warrants the following benefits in relation to the insured vehicle:

5.3.1. Mechanical assistance and towing

In the event of an accident or breakdown, if the insured vehicle can be repaired at the same place where the vehicle became immobilized, the Insurer shall take charge of the cost of the transportation and labour required to make emergency repairs, providing their duration does not exceed one hour and thirty minutes of labour.

If the said repair is not possible or will be longer than the envisaged one hour and thirty minutes, the Insurer shall assume the service of towing or transportation of the insured vehicle to the nearest workshop that will accept the insured vehicle, to a **maximum limit of Euros 1,200.**

Any disbursements for the cost of parts that may have to be replaced are expressly excluded from this warranty.

Whenever possible, towing shall be performed with the transported load attached to the vehicle. **When towing requires the vehicle to be freed of its load, the Insured shall pay for the unloading of merchandise and/or passengers.**

5.3.2. Rescue and salvaging

The Insurer shall assume the rescue and salvaging of an insured vehicle that, while travelling on a public road, turns over or falls to a lower level and is unable to move on

its own, and must be moved to an appropriate place to allow traffic to continue and the vehicle to be towed. The service shall not exceed the **maximum sum of Euros 1,200.**

Whenever possible, rescue and salvaging services shall be performed with the transported load attached to the vehicle, except in the case of coaches. **When rescue or salvaging so requires, the vehicle shall be freed of its load and the Insured shall pay the cost of unloading the merchandise.**

5.3.3. Benefits to the Insured when a vehicle is immobilized due to an accident or breakdown or when a vehicle is stolen

When a vehicle that has been immobilized by an accident or breakdown cannot be repaired on the same day and the envisaged repair may take longer than 8 hours, according to the builder's scale, the Insurers shall pay for:

- **Board or lodging at a hotel.** The cost of a proven stay at a hotel, or subsistence costs, at the choice of the Insured, while waiting for the repairs, for **up to Euros 30 per Insured person and day, to a maximum of Euros 60 per Insured.**
- **Transportation or repatriation of the Insured.** The cost of transporting or repatriating the Insured to their homes or destination, providing that, in the latter case, the cost does not exceed the cost of returning to their homes.

Identical benefits shall be granted for the theft of an insured vehicle if it is not recovered within the five days following a report to the competent authorities in the country where the vehicle was stolen.

The benefit for the immobilization of a vehicle due to an accident or breakdown, or theft, the transportation or repatriation of the Insured shall only apply if use has not been made of the hotel or subsistence expenses.

5.3.4. Sending replacement parts

In the event that repairs to the insured vehicle require replacement parts that cannot be found at the place where the repairs are being done, the Insurer shall take charge of the cost of sending the parts by the most appropriate means. **This warranty shall not apply when the requested parts are not to be found in Spain or are no longer manufactured, or when the cost of repair added to the cost of sending the replacement parts is higher than the vehicle's market value.**

The Insured shall be obliged to repay the Insurer the cost of the parts received and whose payment was advanced by the Insurer, as well as any customs rights involved.

5.3.5. Transportation for the Insured to collect the vehicle

When a vehicle has been repaired at the place where the accident or breakdown occurred, or at a nearby workshop, or if it has been found in a state that allows it to be driven after it was stolen, the Insurer shall pay for transporting the Insured driver or the person designated by the driver, to the place where the vehicle can be collected.

5.3.6. Sending a professional chauffeur

The Insurer shall send a professional chauffeur to transport the vehicle and its occupants to their home or destination, providing that, in the latter case, the number of days involved is not higher and no other occupant can replace the driver, if:

- The Insured has been transported or repatriated due to illness or an accident, or is unable to drive (according to medical criteria).
- The Insured has died.
- If the insured driver has been retained or arrested by a competent authority due to an event caused by a traffic accident.

5.3.7. Information service

At the Insured's request, the Insurer shall provide information and, where appropriate, shall put the Insured into contact with:

- Parking lots in Spain that are authorised for vehicles that transport merchandise or passengers.
- Companies that specialise in recovering, transferring and moving merchandise and loads.
- Companies that specialise in hiring industrial vehicles and passenger transportation vehicles.

5.3.8. Disbursements for lawfully abandoning the vehicle

If the cost of repair due to an accident, breakdown or theft is higher than a vehicle's market value, the Insurer shall pay for the cost of lawfully abandoning the vehicle, at the Insured's request.

5.4. Exclusions relating to vehicles

a) Disbursements for hotel costs, excepting the provisions inspection 5.3.3, and the cost of restaurants, taxis, petrol, personal belongings and accessories built into the vehicle.

b) Repairs to the vehicle, excepting the provisions in section 5.3.1.

c) Indemnities for stolen baggage and material.

III. ASISTENCIA MÁS OPTIONAL GUARANTEE – EXCLUSIVE CONDITIONS FOR CATEGORY ONE VEHICLES

By purchasing this optional guarantee for any class one vehicle, the Insurer shall provide one loaner vehicle for the insured vehicle should the latter suffer from a breakdown, accident, theft or burglary, and this shall increase the maximum limits for Travel Assistance Insurance benefits.

Benefits for the Asistencia Más guarantee shall be subject to its inclusion, as purchased, in the Individual Conditions of the policy.

Asistencia Más Coverage

1. Travel assistance coverage

The Asistencia Más guarantee includes all benefits associated with persons and vehicles contained in Travel Assistance Insurance (Type I of Article 49 of these General Conditions), broadening the scope of coverage and increasing the insurance limits of the benefits of said insurance within the terms indicated as follows:

- **Prolonged hotel stay costs.** In the event that an unforeseen, prolonged stay at a hotel is necessary after a hospitalization, the Insurer shall cover lodging and breakfast costs in a four-star hotel, or if this is not possible, **up to Euros 80 per night and up to a maximum of 10 days.**
- **Refund of medical expenses in a country other than Spain.** As a complement to the benefits offered by the Spanish Health and Pension Scheme and/or the welfare system's provisions, the Insurer shall pay the medical, surgical, pharmaceutical and hospital expenses, for **up to Euros 8,000.**
- **Vehicle towing.** When repairs cannot be made at the site of the incident, the Insurer shall arrange for and cover expenses for **towing the vehicle to the shop designated** by the Insured, whether the vehicle has become immobilized **either in Spain or abroad.**
- **Rescue.** When a vehicle is immobilized because it turned over or fell due to uneven ground, the Insurer shall organize and take charge of the cost of rescuing the vehicle, for **up to a maximum sum of Euros 500.**
- **Occupant assistance in case of immobilization or theft of insured vehicle in Spain or abroad.** If the insured vehicle becomes unusable and it is not possible for it to be repaired at the site of the incident, or as of when the vehicle is reported to the relevant Authorities to have been burglarized or stolen, the Insured may choose between one of the following benefits:
 - **Occupant travel.** The Insurer shall arrange and cover the expenses of the occupants' travel to their usual residence in Spain or to the destination of the travels, as long as the costs for the latter do not exceed those of a return home. Travel shall be made by direct taxi, as long as the distance between the site of the incident and the usual address is not greater than 300 km.

- **Lodging costs.** The Insurer shall cover the costs of lodging and breakfast in a **four star hotel or**, if that is not possible, **up to a maximum of Euros 80 per Insured party per night**, in the place where the insured vehicle is located, during the time it takes to repair **up to a maximum of 5 nights**.
- **Advanced funds in a foreign country.** The Insurer may advance funds to a **maximum of Euros 3,000** so the Insured can meet the cost of serious difficulty encountered unexpectedly in a country other than Spain.

Previously, the Insured shall sign a acknowledgement of debt in which he or she undertakes to return the sum advanced before one month has elapsed from the date on which the funds were advanced. To this end, the Insurer shall reserve the right to request sufficient guarantee or surety.

- **Assistance in the event of legal proceedings abroad.** If the Insured requires bail as a result of a traffic accident not involving the insured vehicle, the Insurer shall cover the costs of a attorney to secure the Insured's defense up to a **maximum of Euros 3,000**.

The benefits of this guarantee shall be subject to exclusions associated with persons and vehicles listed in sections 3.2 and 3.4 of Type I of Article 49 of these General Conditions, which correspond to the specific conditions of Travel Assistance Insurance.

2. Replacement vehicle coverage

If the insured vehicle suffers from a breakdown, accident, burglary or theft, the Insured shall have to the right to a replacement vehicle (rental). When the insured vehicle is at a repair shop, the Insurer shall supply the Insured with a loaner vehicle of up to an F group class, with unlimited mileage and insurance for the duration of the repair of the insured vehicle, always bearing the following limits:

- **Up to seven calendar days** in case of a breakdown that requires the repair of the vehicle.
- **Up to fifteen calendar days** in the event of an accident that requires the repair of the vehicle.
- **Up to thirty calendar days** in the event of theft or burglary following the report of the incident to the relevant Authorities or until the stolen vehicle has been recovered and repaired, if necessary, and when this period is less than thirty days.
- **Up to thirty days** in the event of a total accident of the vehicle. An accident is considered to be a total accident when the estimated amount for repairing the insured vehicle exceeds 75% of its sellable value.

The replacement vehicle benefit is subject to the availability of vehicle rental companies and their purchasing conditions, which shall be the minimum market standards.

In the event that the Insurer has not towed the vehicle, this benefit shall require a copy of the vehicle repair order as required by the Insurer.

The replacement vehicle coverage shall not apply in cases that any of the following circumstances:

- **When the Policyholders, owners and/or drivers of either sex are under the age of 21.**
- **When the Policyholders, owners and/or drivers have held a driving licence for less than one year.**
- **When the vehicle is capable of continuing travelling by its own means.**
- **When the vehicle is not a category one vehicle and it is not designed for private use or private use on behalf of a company.**
- **When the Insured has failed to contact the Insurer to request the benefit of this warranty.**
- **The days of availability of the vehicle indicated in this section may not be added together.**

SPECIFIC CONDITIONS OF THE INSURANCE FOR LEGAL DEFENCE

The Insurer undertakes, within the limits set by the law and this contract, to provide the Insured legal assistance in and out of court, as the result of his or her intervention in an administrative, judicial or arbitration proceedings due to a traffic accident involving the vehicle described in the policy's Specific Conditions, as well as the payment of any expenses incurred by the Insured as the result of the said intervention.

Likewise, the Insurer shall provide defence in administrative breaches of traffic regulations.

For anything not specified below, the provisions of the preliminary Article and following articles herein that establish the contractual foundation of a single policy shall apply.

The Insurer warrants that no member of their staff who is in charge of the legal advice related to this warranty carries out a similar activity in another area.

1. Scope

This coverage includes the following warranties:

1.1. Penal defence

Penal defence of the vehicle's driver and owner, and of the minors of the latter for having driven the insured vehicle without permission. The warranty includes:

- Legal assistance by a lawyer and, where compulsory, a solicitor, and the payment of their fees.
- The setting up of a court bond to ensure temporary freedom and the payment of court costs.
- Court costs, as well as the cost of granting necessary powers of attorney.
- The fees and expense of experts designated or authorised by the Insurer.

This warranty shall not include:

- **The defence of wilful or malicious actions, offences against traffic safety and omission of the duty to provide help.**
- **The defence of penal claims due to drunk driving or driving under the influence of drugs, narcotics and psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows.**

1.2. Claims for damages

The Insurer warrants the claims for damages caused by a third party to an insured vehicle, the driver's person and the occupants of the said vehicle, as well as to their personal belongings transported therein. The warranty for claims shall include:

- All formalities required out of court to obtain compensation for the damage caused. The Insurer shall have the sole right to make a claim through a friendly channel.
- Legal assistance on the part of a lawyer and, where required, by a solicitor in the court proceedings required to claim damages, and the payment of their fees.
- Court costs and the cost of granting the necessary powers of attorney.
- The fees and expense of the experts designated and authorised by the Insurer.
- An advance to the Insured of the indemnity for damages to the insured vehicle when the contrary insurance company agreed in writing to pay, or when they have been ordered by a final court ruling to pay the cost.
- Claims for damages to the Policyholder, the owner of the vehicle and the driver stated in the policy, when they intervene as pedestrians in a traffic accident.
- Claims for damages to the Policyholder, the owner of the vehicle and the driver stated in the policy, providing that they are natural persons, when they intervene as an occasional biker –not federated– in a traffic accident.
- The payment of an indemnity for material damage to an insured vehicle, in the event that it is established by a final court ruling, that cannot be executed due to a statement of bankruptcy by the guilty third party and those who are civilly liable.
- This warranty shall be made extensive to the cost of claims for damages caused to an insured vehicle as the result of events that are not due to traffic accidents, providing that the liable third party is known.

This warranty shall not include:

- **Expenses derived from unjustified claims due to lack of sufficient evidence to render them viable, or based on the responsibility for the accident, as well as those that are manifestly disproportionate to the appraisal of the damages and injury suffered. Notwithstanding this, the Insurer will take charge of payments for said expenses if the Insured Party takes legal action and obtains a favourable decision or compensation in an amount similar to the initial claim.** Consequently, the Insurer undertakes to notify said circumstance to the Insured Party and to carry out whatsoever procedures as may be necessary, due to their urgency in order not to leave the party defenceless.

Without prejudice to the aforementioned, the Insured Party will be entitled to take to arbitrage any dispute it may have with the Insurer; arbiters may not be designated before any dispute arises.

- **Claims by the occupants of an insured vehicle against the Policyholder, Insured or the driver, or against the Insurer for civil liability for the damage they have caused.**
- **Claims for malicious acts and events that arise from contractual liability.**

1.3. Defence for administrative traffic sanctions

This warranty shall include:

- Legal guidance when facing reports and fines for infringement of the Act on Traffic, Motor Vehicle Traffic and Road Safety and the regulations that develop it when the Insured or the vehicle's authorised driver stated in the Specific Conditions are reported for events that take place on Spanish soil.
- This benefit shall be extensive to the owner of the insured vehicle if being the owner makes them administratively liable, pursuant to the aforesaid regulation.
- Preparation of written replies to charges and administrative appeals against the said fines, and appeals against legal proceedings for collection, ordered in execution of the same.

This warranty shall not include:

- **The payment of the final fine, which shall be paid by the person fined in all cases.**
- **Defence against reports due to infringement of parking regulations, and against the regulations for the transportation of merchandise and passengers by road.**
- **Appeals to a higher court against the decision of the Administration or any other appeal to judicial bodies in ordinary jurisdiction.**
- **Defence against reports of events that took place before this policy became valid.**
- **Any expense due to the presentation of defence writs to the appropriate administrative bodies.**

1.4. How the service operates

The Insured shall notify the Insurer before 5 days have elapsed since the date of infringement or the notification of a written document sent by the Administration, and shall send the required document to the Insurer by fax.

After they have received the required documents, the Insurer shall guide the Insured in the necessary formalities. After the defence claims have been written, they shall be sent by post or by fax, enclosing the necessary instructions, to be signed and presented to the competent Administration by the Insured.

2. Territorial scope

The warranties of penal defence (section 1.1 of this Article) and claims for damages (section 1.2 of this Article) shall have effect in the territories of:

- Spain and Andorra.
- Countries within the European Economic Space.
- The rest of the countries that adhere to the Green Card system and that are shown on the International Insurance Certificate.

The warranty of defence of administrative traffic sanctions (section 1.3 of this Article) shall have effect on Spanish territory.

3. Rights and obligations of the Insured

3.1. The Insured shall have the right to be free to name a lawyer and solicitor to represent them in any kind of proceedings, object of the coverage, in which case the said professionals shall not be subject to the instructions of the Insurer.

3.2. The Insured shall have the right to submit any controversies with the Insurer to arbitration. However, arbitrators shall not be appointed before a controversy arises.

3.3. In the event of a conflict of interests or a disagreement on how to approach a litigation issue, the Insurer shall inform the Insured immediately of the possibility of exercising the rights alluded to in the previous two paragraphs.

3.4. In all cases, if the Insured decides to appoint the said professionals, they shall notify the Insurer immediately and reliably. Likewise, they shall be obliged to inform the Insurer of the development of the claim's judicial process at the least possible delay.

The same right to freely choose court lawyers and solicitors will be applicable in the case of conflict of interests, whether between the Insured Party and the Insurer or between the Insured Party and any other entity belonging to Grupo Caser, to which this entity belongs, pursuant to that established in Article 42 of the Commercial Code. The entities belonging to Grupo Caser can be found on the webpage www.caser.es

3.5. The Insured expressly empowers the Insurer and their legal representatives to collect the indemnities obtained by virtue of this coverage, without prejudice to the subsequent settlement with the Insured, prior refund of the sums paid by the Insurer by virtue of other warranties covered by the policy.

3.6. The Insured may reach a settlement on issues that are in judicial proceedings, but without causing obligations or payments on the part of the Insurer. Both parties shall always act beforehand by mutual agreement.

3.7. The Insurer shall be subrogated in the rights and actions of the Insured and the beneficiaries against liable third parties for the costs and disbursements made, including the cost of services provided.

4. Payment of fees

The Insurer will pay the Insured Party the amount of fees of the freely designated solicitor, pursuant to the guideline criteria of the corresponding lawyers' society that are drawn up for the purposes of establishing costs and, as appropriate, of the court lawyer, pursuant to the prevailing regulations on professional tariffs. In both cases, the aforementioned references will be considered the maximum limit of the Insurer's obligation, following justification of the judicial procedures in which they intervened and finalisation thereof.

The right to a freely appointed solicitor, when the intervention of a solicitor is compulsory, shall be paid pursuant to the schedule of solicitor's rights.

When the lawyer named and appointed by the Insured for their defence is the same as the lawyer proposed by the Insurer, the professional fees shall be paid directly by the latter to the lawyer. If, by choice of the Insured, more than one lawyer intervenes in the case, the Insurer shall pay no more than the fees for only one of them, pursuant to the aforementioned rules on professional fees.

In all cases, the maximum sum warranted per claim shall be the sum convened in the Specific Conditions of the policy.

5. Exclusions to the coverage of insurance for legal defence

This coverage shall not include:

- **The cost of defence of the driver, owner or Insured's Civil Liability.**
- **The payment of fines and indemnities for any expense caused by the penalties imposed on the Insured by the competent administrative or judicial authorities.**
- **The cost of hiring a lawyer and a solicitor, or of their travelling expenses, accommodation and subsistence.**
- **Payments owing to the intervention of professionals that were not notified to the Insurer, as set forth in the insurance contract.**

INSTRUCTIONS FOR USING THE CLAIMS WARRANTY IN A FOREIGN COUNTRY

In the event of a traffic accident in a country other than Spain, and that affects the warranty for Damage Claims, the Insured shall call the contact telephone given in the Specific Conditions of the policy for that purpose, to receive concrete instructions on how to place the claim effectively.

Your collaboration is very important. Just follow our instructions:

- Write down the **licence plates** of the vehicles involved in the accident, the addresses of the drivers and the addresses of the Civil Liability Companies. Make a **sketch** and, if possible, take photographs of the vehicles at the site of the accident.

- If a person has been injured or the parties disagree on how the accident occurred, always call the **traffic police**.
- For criminal issues and **administrative** offences, contact our telephone service immediately so the proper measures will be taken within the set deadline.
- **Before** having repairs made at your expense, ask for an expert assessment and photograph the damage to your vehicle.
- If damage has occurred to the property being **transported** in your vehicle, give the details to the police so they will record it on their statement.
- Ask for medical care **at the site of the accident** even if the injuries seem unimportant, and request a detailed doctor's certificate.
- Ask for the original evidence and receipts of any disbursements you have made and that are directly or indirectly related to the accident. **Write them down** on the accident report form.

LEGAL ASSISTANCE HELPLINE AND DOCUMENT REVIEW

Service content:

1. Legal Advice Helpline

Insured Parties have at their disposal a legal advice helpline for advice on how to deal with any legal problem that may arise, whether personal or family-related.

Insured Parties may contact the Insurer by telephone at any time, 24 hours a day, to notify their request for telephonic legal advice. In this initial contact, Insured Parties should indicate the type of matter on which they require advice, as well as their contact telephone and at what time they will be available. A legal advisor will call the Insured Party within a maximum of 24 hours to deal with the query.

The matters on which advice may be requested relate to the following:

- Vehicle.
- Family.
- Consumer affairs.
- Home.
- Criminal issues.
- Work-related issues.
- Income tax returns.

Queries will be replied to verbally and will not entail any obligation for a written report on the matter dealt with.

2. Drafting of contracts, appeals or other documents

Insured parties will have access to a document drafting service and a document review service for those received, related to their personal and family lives.

Drafting or review of these documents will be carried out within a maximum deadline of 72 working hours from the time the Insured Party provides the necessary data for said drafting or review.

Only in the event that the Insured Party requests document drafting will such documents be sent to the Insured Party by fax, e-mail or normal post.

This cover does not include document filing or processing and, therefore, the Insured Party will be responsible for such procedures.

The data for drafting the documents will be supplied by the Insured Party, the Insurer declining any liability for any inaccuracy thereof or for the successful outcome in relation to said documents.

Queries regarding document review will be replied to verbally and will not entail any obligation for a written report on the matter dealt with.

The documents covered by this service are as follows:

- Vehicle purchase-sale contracts and claims against workshops or dealers.
- Earnest money agreements, purchase-sale contracts and claims for construction defects relating to the Insured Party's home.
- Rental contracts, claims for reforms and construction works, rent arrears and unauthorised subletting, notifications of rent increases and lease extensions and the lessor's opposition to the increase or extension.
- Complaints to Owners' Associations about annoying, unhealthy or hazardous activities, inclusion of a specific point on a Meeting Agenda, claims for documents from the Administrator or Chairperson.
- Claims against building firms, domestic appliance or other goods repair firms, pay TV channels, telephone companies, electricity, gas and water supply companies, dry cleaners and financial entities due to breach of contract or complaints filled with public consumer offices and requests for arbitration.
- Allegation writs filed against administrative sanctions, except for traffic sanctions, property claims and requests for minor building works permits.
- Job offers and labour contracts for domestic staff employed by the Insured Party.

- Documents and notifications from Insured Parties to their companies, in the area of labour relations.
- Applications for undue payments and payment by instalments or deferral of outstanding taxes.
- Claims to other insurance companies and the General Insurance Department.

All queries and document drafting must be related to circumstances subject to Spanish law, which occur within Spanish territory and fall within the jurisdiction of the Spanish courts and tribunals.

ECONOMIC PROVISION FOR THE RECOVERY OF A DRIVING LICENCE DUE TO TOTAL LOSS OF POINTS

The Insurer shall reimburse the Insured for the **sum paid for the course on awareness raising and traffic re-education and the fee for the right to sit the examination** when, due to a final administrative or court decision, the Insured has lost all of the credit or initial balance of points pursuant to current legislation. The Insured shall certify the fact to the Company by the means currently required by Spanish law.

For the effects of this coverage, the driver named in the in the Specific Conditions of the policy and the Policyholder, if it is not the same person, shall have the consideration of Insured.

Any traffic violations that cause the loss of points shall have to involve one of the following circumstances:

- The private vehicle or motorcycle was insured.
- The reason was not due to driving under the effects of alcohol, narcotics, psychoactive substances, or with unlawfully high levels of alcohol in blood, or to a refusal to submit to the detection tests.
- While this contract is valid.
- In Spanish territory.

In the event that the Insured has lost part or all of the credit or total number of points in circumstances other than the ones described above, the reimbursable sum shall be lowered by the ratio between the points withdrawn under the said circumstances and the total credit or number of points.

The Insured shall notify the Insurer prior to attending the course and subsequently shall give the Company the receipt of payment and the receipt of the examination fee so they will be refunded.

In all cases, the maximum sum warranted under this coverage shall be the sum for one course only and for one examination fee per year that the policy is in force and per insured.

Coverage does not include:

- a) Withdrawal of a driving licence during a prior withdrawal period or in application of a precautionary measure.**
- b) Withdrawal of a driving licence for an offence against traffic safety.**
- c) Withdrawal due to recidivism in very serious offences.**

SPECIFIC CONDITIONS OF THE OPTIONAL COVER OF AN IMMOBILISING MECHANICAL BREAKDOWN

1. Definitions

- POLICY HOLDER/INSURED PARTY: The party stated in the Particular Conditions.
- INSURANCE COMPANY: CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros S.A., hereinafter the Insurer.
- FORCE MAJEURE: Event or happening independent of the will of the Insured Party which cannot be either foreseen or prevented and which makes the fulfilment of his/her obligation impossible.
- UNAVOIDABLE IMMOBILISATION: It happens when the vehicle has to be towed by a breakdown van, as it cannot move by itself, due to a mechanical or electronic breakdown that prevents it from doing so, or when due to the necessary precaution taken by the driver to avoid the aggravation of damages of the initial breakdown, in compliance with the instruction handbook of the vehicle. It will not be considered that there is an unavoidable immobilisation if the vehicle can be moved by itself, without aggravating the breakdown, even if it is towed.
- FORCED IMMOBILISATION: It happens when the immobilisation of the vehicle is not unavoidable, but forced by carrying on circulating when the vehicle is not in the optimal conditions to do so, when it has faults that have not been repaired or when the manufacturer handbook strongly advises against it.
- MECHANICAL, ELECTRICAL AND/OR ELECTRONICAL BREAKDOWN: A mechanical, electrical or electronic breakdown is understood as the incapacity of a guaranteed part to function in compliance with the manufacturer's specification as a result of a mechanical, electrical or electronic fault of accidental nature.

2. Aims of the insurance

The aim of the insurance is constituted by the payment of a percentage of the expenses generated due to the repair of the mechanical, electrical and/or electronic breakdown (including parts and workforce) caused by an unavoidable immobilisation of the vehicle stated in the Particular Conditions, which is less than 15 years old and/or has run for less than 250,000 km, during the period of validity of the policy and in compliance with the repairs and compensation criteria established in the Specific Conditions.

3. Insured vehicles

The covers of this policy are granted to the insured vehicles for particular use, provided that they fulfil the following conditions:

- That they are only saloons, mono-spaces or four by four cars, in compliance with the codes indicated on the technical sheet of the vehicle: 1000, 1001, 1002 and 1033,

and that they are up to date with the corresponding vehicle inspection certificate, with the latter being favourable.

- That the vehicles must be included in the following list of makes:

ALFA ROMEO, AUDI, BMW, CHEVROLET, CHRYSLER, CITRÖEN, DACIA, DAEWO, DODGE, FIAT, FORD, GALLOPER, HONDA, HYUNDAI, JAGUAR, JEEP, KIA, LANCIA, LAND ROVER, LEXUS, MAZDA, MERCEDES, MG, MINI, MITSUBISHI, NISSAN, OPEL, PEUGEOT, RENAULT, SAAB, SEAT, SKODA, SMART, SSANGYONG, SUBARU, SUZUKI, TATA, TOYOTA, VOLKSWAGEN, VOLVO.

The following are excluded:

- **Vehicles used for hiring, leasing, renting or other profitable or commercial purposes (taxis, ambulances, driving schools or any other type of public service), vehicles transformed or used in any sort of competition, rallies or races.**
- **Vehicles of any make not included in this section.**
- **The following vehicle versions: special preparations such as AMG, Hamann, Cosworth, Abarth, Lotus and equivalent cars, BMW Series M, Audi Series S, Dodge Viper, Ford Mustang, Chevrolet Corvette and those with a wankel rotary engine.**
- **Imports from America and South East Asia not commercialised in Spain, and Canadian imports.**

4. Guaranteed breakages and breakdowns. Compensation criteria, assessment and repairs

4.1. Guaranteed breakages and breakdowns

Mechanical, electrical and/or electronic breakdowns that happen to the organs or parts of the vehicles that are not expressly excluded in section 9 of "Excluded Risks", **provided that the declared breakdown leads to an unavoidable immobilisation of the vehicle, and that the subsequent towing is carried out by the assistance service determined by the Insurance Company.**

Only the breakdown that caused the immobilisation will be guaranteed, not any others that may have existed at the same time and considered individually did not cause the unavoidable immobilisation of the vehicle.

The fact that a vehicle has been towed does not necessarily involve that the breakdown is included in the cover, as it is essential that the breakdown causes the unavoidable immobilisation of the vehicle, circumstance that will be verified by the Insurance Company once the vehicle is in the garage.

Towing on behalf of a company other than the assistance service determined by the Insurance Company will only be accepted in cases of force majeure.

4.2. Compensation criteria

Notwithstanding section 4.1, at the moment of the compensation, both the age of the vehicle and its kilometres will be taken into account, paying ONLY the percentage of the total repairs price, of the authorised elements, established on the table below:

VEHICLE AGE	KMS AT THE MOMENT OF THE BREAKDOWN – % COMPENSATION	KMS AT THE MOMENT OF THE BREAKDOWN – % COMPENSATION
From 2 years and 1 day to 3 years	Up to 100,000 kms – 100%	Between 100,001 and 250,000 kms – 30%
From 3 years and 1 day to 4 years	Up to 140,000 kms – 100%	Between 140,001 and 250,000 kms – 30%
From 4 years and 1 day to 5 years	Up to 180,000 kms – 100%	Between 180,001 and 250,000 kms – 30%
From 5 years and 1 day to 6 years	Up to 220,000 kms – 89%	Between 220,001 and 250,000 kms – 25%

VEHICLE AGE	KMS AT THE MOMENT OF THE BREAKDOWN	% COMPENSATION
From 6 years and 1 day to 7 years	Up to 250,000 kms	85%
From 7 years and 1 day to 8 years		80%
From 8 years and 1 day to 9 years		75%
From 9 years and 1 day to 10 years		70%
From 10 years and 1 day to 11 years		50%
From 11 years and 1 day to 12 years		45%
From 12 years and 1 day to 13 years		35%
From 13 years and 1 day to 14 years		20%
From 14 years and 1 day to 15 years		10%

As defined in the aim of the insurance, the breakdowns of vehicles with more than 250,000 km to the date of the accident will not be object of the cover under any circumstances. Therefore, no compensation will be applicable on behalf of the Insurance Company.

Likewise, the breakdowns of vehicles that are more than 15 years old to the date of the accident will not be the object of the cover under any circumstances. Therefore, no compensation will be applicable on behalf of the Insurance Company. The age will be measured starting on the date of the first registration, except when the difference between the manufacturing date indicated on the vehicle's technical sheet and the first registration date exceeds one year, in which case, the age will be measured starting on the manufacturing date.

All breakdowns that take place within the official guarantee period, granted in each case by the manufacturer of the corresponding vehicle, will be excluded from the cover of this policy.

4.3. Appraisal and repairs criteria

The criteria for the repair of a breakdown covered by this policy will follow the following order:

- 1.- Repair of the faulty part.
- 2.- Replacement of the faulty part by a spare part or part remanufactured by the supplying make or by the provider of the latter.
- 3.- Replacement of the faulty part by a new part.

We will only move on from one repair criterion to another if the previous one is not possible, or if its cost exceeds the cost of the following one.

4.3.1. Breakdowns occurred in Spain

The Insurance Party will pay, either to the Insured Party or to the repairs garage, the expenses effectively incurred during the repair of the guaranteed breakdown, including the value of the spare parts, the workforce, outsourced works if there were any and all the latter within the maximum limit established in section 5, in compliance with the following criteria:

- **Maximum deadlines:** The repair time manual of each manufacturer will be applied, or in absence of the latter, the GT Estimate (appraisal guides) or Audatex assessment systems will be applied. The deadlines corresponding to improvements of the repairs, as well as duplicated or overlapped operational times and time increases not foreseen in the previous appraisal systems for the operation to be carried out, are not object of the cover.
- **Maximum working hour:** Total public price of the working hour in force at the moment of the repair of the vehicle at the repairs garage, including VAT.
- **Spare parts:** Depending on the public price rates in force at the moment of the repair of the vehicle, including VAT. **Parts corresponding to an improvement in the repairs are not object of the cover.**
- **Outsourced Works carried out by specialised garages other than the repairs garage where the vehicle is located (rectifiers, gearbox repairers, injection, etc.):** Depending on the specialist rate in force and invoice for the amount effectively paid, including VAT.

4.3.2. Breakdowns occurred in the rest of countries of the European Union

Taking as a reference the invoice issued by the repairs garage which have been drawn up based on the expenses effectively incurred during the repair of the breakdown, the

amount of the compensation will be established in compliance with the criteria defined in the Specific Conditions.

If the breakdown were to take place in a country that does not share the single European currency, the compensation will be carried out in Euros at the exchange rate in force on the date of the invoice.

5. Guarantee period and compensation limit

5.1. Exclusion period

The cover has an exclusion period of 3 months starting on the date that the first annual payment contracted comes into force, indicated in the Particular Conditions. **Therefore, any breakdown occurred during the first 3 months of the cover is excluded.**

5.2. Compensation limit

The total compensation amount, for one or several breakdowns during the guarantee period, can never exceed **the fair market value of the vehicle** established on the date on which the breakdown takes place and will be calculated taking as a reference the statistical bulletins of GANVAM or a similar publication that may replace it. The limit taken will be **the purchase value of the vehicle when the latter is lower than the fair market value.**

6. Maintenance plan

For the insurance cover to be effective the following is compulsory:

- The vehicles object of this guarantee must undergo, from the moment of their purchase, periodical inspections and periodical and mandatory maintenance services, carried out at the expense of their owner in compliance with the standards foreseen by the manufacturer. These inspections and maintenance services may be carried out at the garage chosen by the customer (whether it is official of the make or not) whilst the standards recommended by the manufacturer are respected.

Each service will at least lead to the issuance of the corresponding invoice and to the stamp and date of the maintenance coupon in case of having a maintenance book.

- The vehicle inspection certificate must be up to date (when applicable depending on the age of the vehicle) so that it is proven that the vehicle object of the guarantee is in reasonable conditions of use, without proof of possible breakages or foreseeable breakdowns.

7. Territorial scope

The cover of this policy will be applied to breakdowns that happen in Spain and in the rest of countries of the European Union.

8. Accident processing

8.1. Breakdowns in Spain

8.1.1. Process for the communication of breakdowns

If there is a mechanical breakage and/or breakdown that produces the unavoidable immobilisation of the vehicle, susceptible of being guaranteed by this policy, the customer will get in touch with the Insurance Company's assistance service, **and a breakdown van assistance service** will tow the vehicle to the repairs garage.

The communication of the breakdown must be made, **once the vehicle is at the garage**, on behalf of the customer or the repairs garage by means of the Insurance Company's mechanical guarantee service phone number **902 344 557**, within the 2 following days after the entry of the vehicle into the garage.

In order for the breakdown to be assessed it will be necessary that repairs garage sends to the breakdown management department, by means of a fax to 902 020 989 or an email to the address "averiasmecanicas@caser.es", the budget of the repairs or work order (for communications) including the following information:

- Contact person, guarantee number, breakdown date, kilometres of the vehicle.
- Workforce rate without VAT, short description of the breakdown, list of repairs with times, codes and descriptions of the materials used.

The owner of the vehicle must provide the repairs garage with the following documents just in case they were required by the breakdown management department:

- Copy of the maintenance services carried out on the vehicle, in compliance with the maintenance programme recommended by the manufacturer, justified with the corresponding invoices.
- Technical sheet and vehicle registration document (provisional or final).
- Insurance policy data: policy number, name and surnames of the Insured Party and Taxpayer ID No.

The technical platform of the Insurance Company, within the following 24 hours after the communication of the breakdown, will authorise, reject or give instructions regarding the breakdown management.

8.1.2. Breakdown management

The technical management platform will verify upon the reception of the communicated breakdown:

- If the optional immobilisation cover is contracted in the policy.
- If the broken-down vehicle matches the insured vehicle stated in the policy.

- The validity of the cover.
- If the broken-down vehicle fulfils the requirements established: type, make, age, kilometres, etc.
- The breakdown and its necessary causes to determine the cover.

Once these basic verifications have been made, and all the documentation requested has been received, the technical platform will process instructions in one of the following directions:

1. If the repair is accepted, within the following 24 hours after receiving all the documentation requested by the repairs garage or the Insured Party, the authorisation document, the authorised prices and the payment method of the latter will be sent by email or fax to the garage.

2. If the repair is rejected, within the following 24 hours after receiving all the documentation requested by the repairs garage or the Insured Party, the document rejecting the repair indicating the reasons why will be sent by email or fax to the garage.

3. If the intervention of an expert were necessary to determine the cover of the breakdown, the technical platform will get in touch with the repairs garage, by phone, indicating such circumstance and notifying it by fax or email.

In such case, the expert will go to the repairs garage within the following 24 hours (without taking into account weekends and bank holidays) for province capitals and 48 hours for the rest, provided that the breakdown is declared by the garage by means of submitting the requested documentation to the technical platform, between 8 a.m. and 5 pm. (minimum schedule to be able to send an expert within the following 24 hours).

For the breakdowns declared after this Schedule, the stipulated visit time for the expert will start to count on the following day (48 hours).

In the case of sending an expert, the final authorisation or rejection will be conditioned by the management time of the repairs garage or car dealer (disassemblies prior authorisation of the customer, final budget) required for the closure of the expert inspection.

8.1.3. Vehicle repairs

Once the repairs garage has received the authorisation document, the latter will proceed to repair the vehicle.

8.1.4. Payment request

The garage, once the vehicle has been repaired, will request from the Insurance Company, at the address Avenida de Burgos 109, 28050 Madrid, the payment of the authorised price (including VAT) by means of an invoice to the name of the Insured Party, which must also contain the following information:

- Corporate name, address and Taxpayer ID Code of the Insured Party.

- Make, model, chassis number and registration number of the vehicle object of the repairs.
- Authorisation No.
- Description of the amounts corresponding to parts, workforce, other expenses (outsourced works) and the price of the works carried out and authorised, as well as a photocopy of the previous work order signed by the customer.
- Stamp, signature and date of the invoice.
- Bank account number to the name of the repairs garage in order to carry out the corresponding bank transfer.

The payment of the invoice will be made within the following 30 days after the reception of the latter by the management department.

The Insurance Company is not responsible for the fact that the repairs garage may demand the payment of the invoice before the end of the 30 day period as a condition for the repaired vehicle to be returned to its owner. Only in exceptional cases in which the customer is obliged to pay the price of the authorised repair to be able to recover the vehicle, will the Insurance Company pay such amount to the customer.

Likewise, the invoices whose amount is different to the authorised Price cannot be paid, in which case, it is necessary that the garage or repairing car dealer issues or modifies the invoice.

The following must be taken into account as important information in this process of COMMUNICATION AND MANAGEMENT OF BREAKDOWNS:

- **No previous repairs or disassemblies should be carried out if they may make it difficult to verify the anomaly declared, without the prior authorisation of the Insurance Company's technical platform.**
- **The Insurance Company reserves the right to send an expert to verify the breakdowns suffered by the vehicles. The replaced parts must be available for the Insurance Company up to 7 days after the repairs and the delivery of the vehicle.**
- **This policy will not cover those anomalies in which the initial conditions of the vehicle have been modified, making the verification more difficult, or those anomalies that have been totally or partially repaired without prior authorisation on behalf of the Insurance Company.**

8.2. Breakdowns in the rest of countries of the European Union

Those breakdowns object of the cover and repaired on behalf of the vehicle owner by means of an official service when the latter happen in the rest of countries of the European Union, will be compensated to the customer provided that the Insurance Company has the claim of the vehicle owner, submitted by means of the accident management system within the following 75 days after the repairs.

9. Excluded risks

- **Full seats (except for failure of any sort of electric or electronic element of the latter), upholstery, plastering, armrests, dashboard (including aerators), ashtrays, door opening (handles and knobs), windows, locks, keys, power lock remote control, load anchorage, extinguisher, first aid kit, triangles, car radio, phone system with accessories, audiovisual system with accessories, alarm system, GPS and/or navigation or telephone systems.**
- **Tires, rims, bodywork including watertight joints, headlights, pilot lights (except for electric or electronic failure not due to breakage, creak or condensation of moisture), interior lights, mouldings, trims, full rear-view mirrors, fuel tank lid, bumpers, windows (including window heater) and battery.**
- **Brake discs, brake pads, shock absorbers, spheres, bulbs, belts (except breakage), full exhaust pipe (including the particle emission filter) and in the case of catalytic converters from 80,000 km onwards.**
- **Lubricants and other additives, sparkplugs, oil filter cartridges, oil filter, air, oil and fuel filter, filling of the air conditioning circuit (all the latter unless it is necessary in connection with a covered failure), wiper-blades and external oil leakages (engine oil, gearbox and hydraulic liquid).**
- **Any civil liability due to death, body injury, damage to another property or consequential loss of any nature that results directly or indirectly from this policy, as well as due to the presence of asbestos in the guaranteed second-hand vehicle.**
- **The consequential damages, understood as those damages that are not for the coverage of the object of this policy, as defined in section 4 of "Guaranteed breakages and breakdowns", although the damage is caused by a guaranteed failure.**
- **The parking and garage expenses, as well as all compensations due to the immobilisation or loss of operation.**
- **Periodical operations of preventive nature, as well as maintenance, control and adjustments with or without changing parts, specified in the official maintenance book.**
- **Any civil liability due to the fact that the Public Authorities impose the removal, recycling and/or destruction of the vehicle.**
- **Breakdowns caused by manufacturing and/or design faults (epidemic faults), provided that the manufacturer has acknowledged its liability. Likewise, the costs or expenses incurred by "vehicle removal campaigns" will not be object of coverage either.**
- **Any loss or damage of insured parts resulting from the alteration or modification of the manufacturer's specification.**

- **The organs deteriorated due to a false manoeuvre, accident, theft, attempted robbery, fire, explosion, vandalism or natural disasters.**
- **The repairs consequence of carelessness or bad use of the vehicle (overload, competition, etc.).**
- **The breakdowns consequence of continuing to circulate when the visual or acoustic alert indicators of the vehicle advise to stop, according to the manufacturer's instructions, due to failures in the functioning of systems.**
- **The vehicles, in which the odometer has been disconnected, altered or tapped. The manipulation of the odometer can be a cause of cancellation of the cover.**
- **The breakdowns caused by organs or circumstances not covered by this cover.**
- **Those parts that are changed at the moment of the repair without having failed, unless this change corresponds to a correct mechanical procedure.**
- **Any loss, damage or liability claimable under any other existing insurance or guarantee, regardless of whether it is a commercial or legal sales guarantee as established by the law in force.**
- **Breakdown van and towing services.**
- **The consequences of a bad previous repair.**
- **Any mechanical breakdown whose cause or fault was obvious at the moment at which the guarantee of the manufacturer was in force, regardless of the moment at which the breakdown took place.**
- **Disassembly expenses for mechanical, electrical or electronic parts, if the breakdown is not covered by the latter.**
- **Breakdowns caused for not respecting the ordinary maintenance, and in particular, when the treatment, maintenance and care instructions foreseen by the manufacturer have not been obeyed during the entire period of validity of the cover.**
- **Breakdowns caused by the use of any sort of fuel that does not comply with the manufacturer's instructions and that produces damage to the catalytic converter of the vehicle or other elements.**
- **The onsite repairs carried out by any road assistance service.**
- **Consequential breakdowns, in other words, the breakdowns or damages produced to covered parts or organs, resulting from breakdowns caused by uncovered parts or organs.**

- **Pre-existing failures, in other words, breakdowns originated before the guarantee came into force, although their consequences appear later, within the guarantee period.**
- **Breakdowns generated by a forced immobilisation of the vehicle.**
- **Those breakdowns that even when the vehicle has been towed, due to lit up pilot lights, when the manufacturer foresees that the vehicle should remain in engine protection or strategy mode, preventing the driver from exceeding a speed limited by the manufacturer, so that the driver cannot force the vehicle until it arrives and is inspected at the garage.**

By way of example, but without limitation, when the pilot or indicator light of anti-contamination is lit up, and the vehicle self-manages itself (limiting the speed), preventing the driver from forcing the speed of the vehicle until it is inspected at the garage.

- **Expenses due to the change of garage decided by the Insured Party.**
- **Breakdowns diagnosed by a workshop before the mandatory immobilisation and that were not repaired.**

In general, the accidents caused by the following reasons are excluded:

- a) **Political or social acts, or acts that happen due to agitations, riots, strikes and any other similar acts.**
- b) **Civil or international war, whether there has been an official declaration or not, uprisings, and in general, any sort of war operations or alterations of public order.**
- c) **Volcanic eruptions, earthquakes, hurricanes and any sort of seismic or meteorological phenomenon of extraordinary or catastrophic nature.**
- d) **The damages caused directly by mechanical, thermal and radioactive effects due to nuclear reactions or transmutations, regardless of the cause that produces them, as well as those caused by any modification of the atomic structure of the matter, or its thermal, radioactive or other effects or regarding the artificial acceleration of atomic particles.**
- e) **The expenses caused by the decontamination, search and recovery of radioactive isotopes of any nature and application, as a result of an accident protected by the policy.**

INFORMATION FOR THE POLICYHOLDER

In accordance with the legal authorisation contained in Section 25.4 of Royal Legislative Decree 6/2004, dated 29 October approving the Consolidated Text of the Private Insurance Classification and Supervision Act [*Ley de Ordenación y Supervisión de los Seguros Privados*], the insurance companies, via the business association UNESPA, have set up the following Databases:

- **Vehicle Insurance Claims Record Database:** Set up for the purpose of pricing and risk selection, this database is drawn up with the information provided by the insurance companies, which includes their claims history over the previous five years, as established in the Civil Liability and Insurance Act [*Ley de Responsabilidad Civil y Seguro*].

You are hereby informed that the data concerning your vehicle insurance contract and any claims made over the last five years will be notified for inclusion in said common database.

- **Common Database recording total write-offs, fire or thefts related to the vehicle insurance:** The purpose of this database, drawn up with the information provided by the insurance companies, is to prevent and detect fraud, either by warning the insurance company at the time of issuing the policy or by detecting fraud committed in the claims made.

The database contains all the information set out in your insurance contract, including your personal data, as well as the claims filed and the payments received.

Furthermore, to assist in locating stolen vehicles, CENTRO ZARAGOZA and the national security forces will have access to this information for the sole purpose of checking the vehicles found in order to inform the insurance companies that they may be collected by the owner or, in the event that compensation had already been paid for the vehicle, by the insurance company.

You are hereby informed that in the event of a claim for total write-off of the insured vehicle, whether due to damage or fire or due to theft, the data relating to your vehicle insurance contract and the information concerning the claim will be notified to the aforementioned common database.

You may exercise your rights of access, rectification, cancellation or opposition by contacting TIREA, Ctra. Las Rozas - El Escorial, km 0.3, 28231 - Las Rozas (Madrid), providing due identification via National Id. Card [DNI], passport, Residency Card or any other valid identity document and, in the event you are represented by a third party, the express authorisation of the interested party, all of this to ensure that no one other than the interested party exercises the rights. If the address on the identity document is different to the address of the person requesting the information, the documents and correspondence will be sent to the address that appears on the identity document, unless any other is requested and duly accredited, given that, due to the absolutely personal nature of these rights, the greatest safeguards must be observed to ensure that the rights are only exercised by interested parties and guarantee the privacy and confidentiality of their data.

INSURED PARTIES OMBUDSMAN SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) provides its customers with an Insured Parties Ombudsman Service (Complaints and Claims) at Avenida de Burgos 109, 28050 Madrid [Spain], and at the electronic mail address defensa-asegurado@caser.es

2. The Customer Service Office will attend and resolve complaints and claims pursuant to current Spanish legislation before two months have elapsed since the complaint or claim was made. Consultations made be made directly to the staff at the Office or through certified representation by natural persons or legal entities, insurance users and the beneficiaries or shareholders in employment pension plans associated to CASER, if they refer to interests and rights legally acknowledged in relation to their insurance and pension plans, whether they arise from contracts as such, the rules on transparency and customer protection or good practices and usage, in particular the principle of fairness.

Complaints and claims will be submitted in writing at any of the entity's offices, or at the head office of CASER GESTIÓN TÉCNICA, A.I.E. (Avenida de Burgos 109, 28050 Madrid [Spain]), by post or by electronic or telematic computer methods, providing they can be read, printed and filed, and comply with the requirements and features required by law and set forth in the Rules.

3. Once a decision has been issued and the claims procedure with the Insured Parties Ombudsman Service has been exhausted, should claimants still disagree with the decision announced or if two months elapse following receipt without said Service issuing a decision in the matter, claimants may address their claim to the Insurance and Pension Plans Department's Claims [*Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones*], at Paseo de la Castellana 44, 28046 Madrid [Spain], whose decisions, however, are not binding. Likewise, the claims can be submitted to the competent courts and tribunals.

4. At all CASER offices open to the public and on the web page www.caser.es our customers and users, as well as injured parties, will find a printed claims form, the CASER Insured Parties Ombudsman Service Regulations, which govern the activities and operation of this Service, and the characteristics and requirements for submitting and resolving complaints and claims.

5. Our resolutions take into account the rights and obligations set forth in the General, Particular and Special Conditions in our contracts. The rules that govern insurance activity and the rules on transparency and the protection of financial services customers (the Spanish Insurance Contracts Act, the revised text of the Law and Regulation of Private Insurance, the Financial System Reforms Act [*Ley de Medidas de Reforma del Sistema Financiero*], the Law of Collective Investment Institutions, ECO Order 734/2004, of 11 March, the Law and Regulations for the Defence of Consumers and Users, and the Law of General Contract Conditions).

Pursuant to Article 3 of Act 50/80, of 8 October, on Insurance Contracts, the clauses in a policy's General Conditions that restrict the rights of the Insured are to be written in bold type.

This contract complies with Act 50/1980, of 8 October, on Insurance Contracts; with Royal Legislative Decree 6/2004, of 29 October, by which the revised text of the Law of Private Insurance is approved; with Royal Legislative Decree 8/2004, of 29 October, by which the revised text of the Law on civil liability and insurance for driving motor vehicles is approved; with Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles and Royal Decree 2486/1998, of 20 November, by which the Regulation on Private Insurance is approved.

The Authority in charge of controlling insurance activity is the Ministry for the Economy and the Treasury, through the Directorate General for Insurance and Pension Funds.

SCHEDULE. GENERAL ADVICE IN CASE OF AN ACCIDENT

- Write down the personal details of the owner and driver if the other vehicle or vehicles involved, whether or not they have collided with you directly.
- Write down the material damage caused to your vehicle and the other vehicle or vehicles, even if you were not to blame. Likewise, write down any bodily injury you may have suffered.
- Try to make a sketch of how the accident happened.
- Write down the details of the police who intervened.
- Remain calm and try to have both drivers sign the friendly accident report, telling the facts truthfully. All of this will be help to resolve the claim in a few days.
- Tell the Insurer about the claim at the least possible delay, giving all of the data you have.

NOTES: