

**AUTO** REALE



REALE SEGUROS GENERALES, S.A.



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This contract is subject to:

- ♦ Law on Civil Liability and Insurance for Circulation of Motor Vehicles (Ley sobre Responsabilidad Civil y Seguro en la Circulación de Vehículos a Motor), approved via Royal Legislative Decree 8/2004 of Oct./29.
- ♦ Insurance Contract Law (Ley de Contrato de Seguro) 50/80, of Oct. 8.
- ♦ Legal Charter of the Insurance Compensation Consortium approved via Royal Legislative Decree 7/2004 of Oct. 29.
- ♦ Organic Law 15/1999, of Dec. 13 on Protection of Data of a Personal Nature (Protección de Datos de Carácter Personal).
- ♦ Royal Decree 7/2001 of Jan. 12 approving Regulations for the Law on Civil Liability and Insurance for Circulation of Motor Vehicles.
- ♦ Any other regulation applicable during the effective period of the contract



What do the following terms mean in this contract:

**INSURER:**

Reale Seguros Generales, SA, the company that assumes the risk contractually agreed upon.

**The Policyholder:**

The individual or body corporate that, together with the Insurer, signs this contract and to whom the obligations arising from same pertain, except those which, by their nature, must be fulfilled by the Insured.

**INSURED PARTY:**

The individual or body corporate that is holder of record for the interest insured and who, in the Policy-holder's absence, assumes the obligations arising from the contract.

**OWNER:**

Individual or organisation that is the owner of the insured vehicle.

**BENEFICIARY:**

The person that is holder of the right to compensation.

**DRIVER:**

The person legally capacitated as same and

who, with authorisation from the Policy-holder, Owner of the insured vehicle, drives it or has it under his/her custody or responsibility at the time of the claim event.

**DESIGNATED DRIVER:**

Except when otherwise expressly indicated, it shall be understood that the vehicle is driven by the person or persons designated by name as such in the Specific Conditions, with the characteristics of same being the basis for calculating the premium.

**MAIN DRIVER:**

The one figuring in first place in the Specific Conditions of this contract shall be considered as such.

**USUAL DRIVING AREA:**

For the purposes of calculating the premium, this shall be understood to be the area in which the main driver's legal domicile is located.

**QUESTIONNAIRE/STATEMENT:**

Document in which the Insured indicates information regarding the risk, the traits of which are determining factors in establishing the premium and assumption of same and that form an integral part of this contract.

**POLICY:**

Document containing the conditions governing the insurance. The following are integral parts of the policy: the General Terms and Conditions Specific Conditions, which individualize the risk; Special Conditions and Supplements or Appendices issued in addition to the policy to complement or modify it.

**SUM INSURED:**

The limit that shall be established for each of the covers, whether in the General Conditions, Specific Conditions or Special Conditions, up to which the Insurer shall respond in case of a claim event covered by the policy.

**EXCESS:**

The amount that, for each claim and as agreed in the policy for each of the risks covered, shall be at the Insured's expense.

**NEW VALUE:**

The total retail sale price new of the insured vehicle, including legal surcharges and taxes to render it capable of circulating on public thoroughfares, according to sales outlet or factory books. Only the accessories that the vehicle carries incorporated off the line shall be included in this price.

When the vehicle in question is no longer manufactured, or when it is not registered in the aforementioned books, the new price applicable shall be that of a vehicle of similar characteristics.

**SALEABLE VALUE:**

The sale value of the insured vehicle immediately prior to the occurrence of the claim event. When the vehicle cannot be recognized, the sale value shall be established in accordance with the price of a vehicle of identical characteristics and age on the «second-hand» vehicle market.

**PREMIUM:**

This is the price of the insurance. The receipt shall contain, furthermore, any and all legally applicable surcharges, tariffs and taxes.

**LOSS:**

Any event whose consequences are the subject of any of the covers included in the insurance. The combination of damages arising from the same occurrence shall be considered to constitute one and the same claim event.

**WRITE-OFF:**

A total loss will be considered to exist whenever the cost of repair surpasses 75% of the insured value at the time of occurrence of the claim event.

**PERSONAL DAMAGES:**

Corporal injuries or death caused to individuals

**MATERIAL DAMAGES:**

Loss or deterioration of things and animals.

## CHAPTER II - BASES FOR THE CONTRACT

### II. 1. WHAT IS THE PURPOSE OF THE INSURANCE?

By virtue of the present contract, the Insurer assumes responsibility for all covers provided for in the General Conditions [and] detailed in the Specific Conditions, and up to the limits indicated for same.

### II.2. HOW IS THIS CONTRACT LEGALLY VALIDATED AND HOW LONG DOES IT LAST?

#### II.2.1. How is it legally validated?

This contract may be legally validated with the consent of the parties involved by means of execution of the policy.

#### II.2.2. When does it start?

All covers for this contract, and later modifications and additions, enter into effect, once perfected and once the first instalment of the premium has been satisfied, on the day and time indicated in the Specific Conditions.

#### II.2.3. What happens in case of late payment?

In case of delays in compliance with these requirements, the obligations of the Insurer

shall begin at 12 midnight of the day on which payment is produced.

#### II.2.4. How long does the policy last?

The duration of the contract is established for the period specified in the Specific Conditions. Upon finalization, it shall be considered to be automatically renewed for one year, and so on, successively, at the end of each yearly period, except when opposition is duly and opportunely expressed.

### II.3. WHAT SHOULD I KNOW ABOUT THE INSURANCE PREMIUM?

#### II.3.1. When should it be paid?

The first premium is paid upon legal validation of the contract and successive ones on their respective due dates.

#### II.3.2. Where is it paid?

**Except when otherwise indicated in the Specific Conditions, payment shall be made at the offices of the Insurer or through banking domiciliation of premium receipts, in which case, the Policy-holder shall communicate said domiciliation order to the Bank, Savings Firm or Credit Cooperative in question.**

### **II.3.3. Is there a term of payment for the tacit annual renewals?**

A grace period of one month is granted for payment of renewal premiums.

### **II.3.4. What happens if the premium goes unpaid?**

If, due to the fault of the Policy-holder, the first premium is not paid, the Insurer shall have the right to terminate the contract or to demand payment of the premium by executive means. Except when otherwise agreed, if the premium has not been paid prior to the occurrence of a claim event, the Insurer shall be relieved of its obligation.

In the case of failure to pay subsequent premiums, coverage provided by the Insurer shall be suspended one month after the expiration date in question. If the Insurer fails to claim payment within the six months following expiration of the premium, the contract shall be understood to have lapsed. In any case, when the contract is under suspension, the Insurer may only demand payment of the premium for the current period.

If the contract has not lapsed or been terminated in accordance with the previous paragraphs, coverage shall again take effect at 12 midnight of the day the Policy-holder pays the premium.

### **II.3.5. What happens if payment is made in instalments?**

If the premium for the yearly period covered is paid in instalments, the Policy-holder shall be obliged to satisfy the annual premium in its entirety, even in case of disappearance of the risk or total loss of the vehicle.

## **II.4. WHAT DOES THE INSURER NEED TO BE INFORMED OF?**

### **II.4.1. What do I need to report before signing and throughout the duration of the contract?**

In accordance with the questionnaire to which the Insurer will ask you to submit, you must declare any and all circumstances that might influence risk valuation. You shall be relieved of this duty if the Insurer fails to have you submit to a questionnaire or when, even though submitting to same, circumstances exist that may influence the risk valuation and that are not comprehended within it.

The contract is agreed to on the basis of these statements formulated by the Policy-holder and serving as motivation for acceptance of the risk, with the assumption, on the Policy-holder's part, of obligations arising from the contract and set out in the corresponding premium.

The application and questionnaire completed by the Policy-holder, and any proposal that the Insurer may formulate, together, in this case, with the policy, all form part of an inseparable whole that is the basis for the insurance covering the properties and risks therein specified, and within the limits agreed upon.

The Insurer may rescind the contract by means of a statement directed to the Policy-holder within a term of one month as of knowledge of data withheld or the inexact nature of the data provided by the latter. Except in the concurrent presence of fraud or grave negligence on its part, the premiums pertaining to the period in effect at the moment of said statement shall correspond to the Insurer.

Should a claim event take place prior to the Insurer's having made the statement mentioned above, the service provided by the Insurer shall be reduced proportionate to the difference between the premium agreed to and the one that would have applied if the true nature of the risk had been known. If fraud or grave negligence on the part of the Policy-holder should exist, the Insurer shall be relieved from payment of the obligation.

#### **II.4.2. What can I do if there is a difference between the policy and prior agreements?**

Should the contents of the policy differ from the insurance proposal or from the clauses agreed to, the Policy-holder may lodge a claim in this regard within a month from delivery of the policy so that the contradiction can be corrected. Once this term has expired without an objection's being raised, the policy's stipulations will stand as is.

#### **II.4.3. What information must be provided while the policy is in effect?**

While the policy is in effect, the following must be declared:

- a) Any and all circumstances that improve the risk and that are of such a nature that, had the Insurer had knowledge of them, the contract might have been drawn up to provide more favourable conditions to the Policy-holder.

In this case, upon finalisation of the period of insurance, the Insurer must reduce the amount of the premium in the proportion corresponding to.

- b) Circumstances that aggravate risk and that

are of such a nature that, had they been known at the time of validation of the contract, the insurer might have opted not to cover the risk or to have done so under more onerous conditions.

In this case, the Insurer may propose modification of the contract within a period of 2 months following declaration of the aggravation in question. The Policy-holder has 15 days to accept or reject this proposal. Should he/she reject it or remain silent, the Insurer shall be empowered to rescind the contract, having provided a new 15-day period and once 8 days of this period have passed, communicating the definitive rescission to the Policy-holder.

The Insurer may also opt to rescind the contract by communicating this fact the Policy-holder within a month following knowledge of the aggravation in question, providing a 15-day period prior to execution of rescission.

Any variation in the risk circumstances must be communicated in writing as soon as possible.

**In line with the above, circumstances that should especially be reported include any variation, increase or modification in the driver(s) of the vehicle and the use to which it is destined.**

### **II.5. ¿HOW CAN THE CONTRACT BE CANCELLED?**

#### **II.5.1. Upon each annual expiration**

Either of the parties can oppose contract renewal via written notification to the other two months in advance of the conclusion of the insurance period in effect.

### II.5.2. Following a claim event

The contract may be cancelled prior to expiration:

- a) By mutual agreement between the Policy-holder and the Insurer following the occurrence of a claim event, whether or not compensation has taken place. The Insurer shall return the unused part of the premium.
- b) On the part of the Insurer, if, as a consequence of a claim event, knowledge is gained of aggravation of the risk that was not communicated by the Policy-holder, or of the withholding of information or inexactness of same in the Policy-holder's risk statement. Said rescission shall be communicated to the Policy-holder within a period of one month of said knowledge, with a 15-day period being provided before rescission is made effective.

The rescission thus executed shall not exempt the parties of their rights and obligations in relation to claims declared or of those taking place and pending declaration.

### II.5.3. Long-Distance Contracts.

Under the Second Additional Provision of the Insurance Contract Law (No. 50/80) [and] in keeping with the text of Law 34/2003 of Nov. 4, modifying and adapting same to Community standards for private insurance legislation, long-distance contracting is understood to mean any contract executed within the framework of a system for rendering long-distance services organized by the Insurer, who makes use exclusively of one or of several

long-distance communications techniques until the contract is executed, with long-distance communications technique being taken to mean any means that may be used to achieve execution of an insurance contract between the Insurer and Policy-holder, without the simultaneous physical presence of the parties involved.

The Policy-holder in a long-distance contract, other than for life insurance, who is a natural person acting for a purpose other than his/her own commercial or professional ones, shall be empowered to unilaterally terminate said contract without indications of cause and without any penalty whatsoever, as long as there has not been a claim event within a period of 14 days, counting from the date on which the contract conditions and all other pertinent legal data are received, in accordance with the provisions of Art. 6-bis of the Insurance Contract Law (No. 50/80) [and] in keeping with the text of Law 34/2003 of Nov. 4, modifying and adapting same to Community standards for private insurance legislation.

### II.6. CAN THE INSURANCE LAPSE?

If a total loss of the vehicle insured should be produced, the contract shall, then, be considered lapsed with the premiums not consumed remaining in favour of the Insurer.

### II.7. WHAT MUST BE DONE IF THE INSURED VEHICLE IS TRANSFERRED?

**If the Policy-holder, upon transferring the vehicle insured, also cedes the insurance, he/she must notify the Insurer of this fact in writing, providing the corresponding**

characteristics of the new driver and all those with influence on calculation of the premium: His/her legal address, sex, age, and length of time licence has been held, as a basis on which to set insurance prices.

Having gained knowledge of this fact, the Insurer shall have the power to rescind the contract within 15 days following its gaining such knowledge, authorizing a term of one month of coverage as of that date and, in this case, returning the corresponding portion of the premium not consumed.

The purchaser may also rescind the contract by communicating this to the Insurer within 15 days of knowledge of the existence of the insurance, with the premiums not consumed remaining, in this case, in favour of the Insurer.

## II.8. WHICH IS THE LEGAL JURISDICTION FOR THIS CONTRACT?

It shall be the competent Court for hearing actions arising from this contract, for the Insured's legal address.

## II.9. WHAT IS THE STATUTE OF LIMITATIONS FOR ACTIONS ARISING FROM THIS CONTRACT?

Statutes of limitations on actions by the contracting party for this contract are:

- a) two years for claim events involving damages
- b) one year for claims originating from Civil Liability coverage, counting from the day on which corresponding actions may be brought.
- c) Five years for coverage under «DRIVER ACCIDENTS»

## II.10. CALCULATION OF PREMIUM APPLICABLE TO COVERS

Determining factors in calculating the premium corresponding to the different coverages are as follows:

- 1) For the vehicle
  - a) Type
  - b) Use to which it is destined
  - c) Age
  - d) Value
- 2) For the driver(s) named
  - a) Domicile
  - b) Sex
  - c) Age
  - d) Time licence has been held
  - e) Activity

with the premium being modified in accordance with changes in these factors upon successive expirations.

Any variation in the previously mentioned factors that is not communicated to the Insurer shall have the affects established in section II.4. **WHAT MUST THE INSURER BE INFORMED OF?** Of these General Conditions, and if a claim event has been produced, **the Insurer may be relieved of the duty to comply if the Policy-holder or Insured has acted in bad faith, or, in other cases, compensation may be reduced proportionately to the difference that exists between the premium agreed upon and that which would have applied had the aforementioned aggravating circumstance been known.**

**In the hypothetical case that the Insurer must pay compensation for damages to a third party, the Insurer may counter against the Policy-holder, and against the Insured, for the proportional part of the**

**payment made corresponding to the difference between the premium paid and that which would have applied had the aforementioned aggravating circumstance resulting from the personal circumstances of the driver been known.**

**II.11. UPDATING OF PREMIUMS**

Upon each annual expiration of the policy, the premium shall be calculated on the basis of the rate in effect at the time of issue of the receipt applying the system of BONUS-MALUS to the covers for which this is pertinent.

### III.1. COMPULSORY UNDERWRITTEN CIVIL LIABILITY INSURANCE

It covers payment of compensations for which the driver of the insured vehicle must respond in case of damage to individuals or to a third party's personal effects derived from circulation events for which he/she is civilly responsible

#### III.1.1. What is the sphere of application of this cover?

- ♦ Spain
- ♦ Member countries of the European Economic Space
- ♦ Member countries of the Multilateral Guarantee Agreement
- ♦ Member countries of the Inter-Bureaux Standard Agreement
- ♦ Vatican City, Gibraltar, Liechtenstein, Monaco and San Marino.

In every case, the present sphere of application shall be subjected to the modifications the above mentioned agreements may suffer in terms of member states and cover.

**In order to circulate throughout different countries an International Certificate of Motor Insurance, "Green Card", may be necessary, in which event issuance of such should be requested.**

#### III.1.2. What risks are excluded from this cover?

**For all purposes, risks excluded are those legally determined at any moment and, in particular:**

1. **Damage to individuals**
  - a) **Damage to driver of the insured vehicle**
  - b) **Damage to individuals when it can be proved that such was exclusively due to the damaged party's negligence or to force majeure unrelated to the vehicle's driving or functioning**
2. **Damage to individuals or personal effects when vehicle has been stolen. Only behaviour typified as theft and vehicle usage theft in Articles 237 and 244 of the Penal Code is applied irrespective of whether compensation by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) might apply.**
3. **Material damage to insured vehicle, things transported in it or damage to personal effects owned by the Policyholder, the Insured, the Owner or the Driver as well as damage to their spouses or relatives to the third degree of consanguinity or affinity.**

### III.1.3. Right to claim restitution

Once payment of compensation has been made, the Insurer may claim restitution:

- a) From the driver, from the owner of the vehicle originating the damage and from the Insured if material damage and personal injury suffered were due to the fact that the driver was alcohol-intoxicated (alcohol intoxication being defined as a blood alcohol content level above that permitted by current legislation) or under the influence of toxic, stupefying or psychotropic drugs, or if the driver were convicted for drunk-driving or if the sentence passed against same made evident this circumstance as a determining and/or concurrent cause of the accident.
- b) From the driver, from the owner of the vehicle originating the damage and from the Insured if material damage and personal injury suffered were due to dolus exercised by any of them.
- c) From the Policy-holder or from the driver when regulatory provisions regarding number of people in the vehicle or cargo weight and measures have been infringed and such facts have been the determining cause of the accident.
- d) When damage or injury has been caused by the fact that the vehicle designated in the policy was being driven by an individual without the corresponding driving permit or when technical legal obligations regarding the insured vehicle's safety conditions have not been complied with, or when

–disregarding alleged theft– the driver has illegally used a vehicle of which he/she is not the owner or has not been expressly or tacitly authorised to do so by the vehicle owner.

- e) From the third party responsible for the damage
- f) Under any other circumstance in which said right to restitution might apply according to current legislation.

## III.2. VOLUNTARY CONTRACT GUARANTEES

### III.2.1. Insurable covers

When inclusion of same has been expressly stated under Special Conditions. The Insurer covers service deliveries corresponding to each cover.

Covers that may be taken are:

- ♦ SUPPLEMENTARY CIVIL LIABILITY
- ♦ LEGAL PROTECTION
- ♦ DEFENCE
  - ♦ CRIMINAL DEFENCE,
  - ♦ DEFENCE FOR ROAD TRAFFIC ADMINISTRATIVE OFFENCES
- ♦ COMPLAINTS
- ♦ DAMAGES TO THE VEHICLE ITSELF
- ♦ FIRE
- ♦ VEHICLE WINDOW BREAKAGE
- ♦ THEFT
- ♦ TOTAL LOSS
- ♦ ADDITIONAL LOSSES
  - ♦ LOSS OF USE
  - ♦ LUGGAGE
  - ♦ CLEANING AND RECONDITIONING COSTS
- ♦ DRIVER'S ACCIDENTS
- ♦ TRAVEL ASSISTANCE
- ♦ WITHDRAWAL OF LICENCE

### III.2.2. General exclusions under the voluntarily taken covers

Consequences of the events below are excluded from this policy cover:

- a) Those intentionally caused by the Policy-holder, by the Insured or by the driver excepting damage caused by state of necessity.
- b) Those caused by floods, earthquakes, volcanic eruptions, atypical cyclones, the falling of astral bodies or meteorites, terrorism, mutiny, riots, peacetime acts or deeds by the Armed Forces or Security Bodies, civil or international acts of war, rioting in meetings, demonstrations or strikes and acts declared by the Government as a national catastrophe or calamity.
- c) Under no circumstance shall the present Insurance cover losses, damages, liabilities or expenses directly or indirectly caused by or due to the following in any way:
  - 1) Ionising radiations or pollution due to radioactivity from any fuel or nuclear waste or from combustion of any nuclear fuel.
  - 2) Radioactive, toxic, explosive or other dangerous or polluting properties pertaining to any installation and/or nuclear reactor, or any nuclear storage or any other nuclear component of same.
  - 3) Any weapon of war that uses either atomic or nuclear fission and/or fusion or any other similar reaction or force or radioactive matter.
- d) Those that occur when the insured driver is alcohol-intoxicated or under the influence of drugs, toxics or

stupefying drugs. It is considered that there is alcohol intoxication when the blood alcohol content level is above that permitted by current legislation, or when the driver has been convicted for drunk-driving or if the court decision taken against same made evident this circumstance as a determining and/or concurrent cause of the accident.

The present exclusion shall not correspond when the following three conditions co-occur:

- 1) The driver is an employee of the owner of the vehicle;
  - 2) He/She is not a habitual inebriate or toxic-consumer;
  - 3) The Insured is declared subsidiary civilly responsible due to the driver's total or partial insolvency.
- In the Damage Cover for the vehicle itself, the co-occurrence of the first two conditions shall suffice for exclusion not to be applicable. In any case, the Insurer shall have the right to claim restitution against the driver. In the WITHDRAWAL OF LICENCE guarantee, the provisions contained in it will be observed.
- e) Those occurred while the insured vehicle is being driven by an individual who does not have the corresponding permit or licence, or if he/she has infringed the licence or permit withdrawal court decision, excepting the rights derived in favour of the Insured under the Theft Cover if contemplated by the policy.
  - f) When the insured driver that has caused the accident has been convicted

as the committer of the misdemeanour called “omission of the duty to help”. Said exclusion shall not affect the vehicle owner when the driver is his/her employee, nor shall it affect the Insurer’s right to claim restitution against said driver.

- g) Damage to individuals or to personal effects as a consequence of the vehicle having been stolen. Only behaviour typified as theft and vehicle usage theft in Articles 237 and 244 of the Penal Code is irrespective of whether compensation by the Insurance Compensation Consortium might apply. Should the vehicle be covered by the Theft Cover, its dispositions shall apply.
- h) Those caused by motor vehicles used for industrial or agricultural work when accidents are not a direct consequence of the circulation of such vehicles.
- i) Those caused by the fact that the Policy-holder, the Insured or the driver have infringed regulations regarding number of individuals transported or manner to accommodate them, weight or measures of things or animals that can be transported or manner to accommodate them, as long as said infraction has been the determining cause of the accident.
- j) Those produced because of the participation of the insured vehicle in bets or challenges, in races or competitions, or in the course of preparatory tests for same.
- k) Due to the fact that the insured vehicle is within ports and airports, when said vehicle circulates through such areas.

**In every case, the Insurer shall be free from paying compensation and from delivering any other service if the claim event has been caused by bad faith on the part of the Insured, the Policy-holder or Driver authorised by him/her as well as in case there has been intentional falsehood or simulation in the claim event statement without prejudice to other responsibilities that may correspond.**

### III.3. SUPPLEMENTARY UNDERWRITTEN CIVIL LIABILITY

#### III.3.1. Coverage

When such cover is expressly indicated in the Special Conditions, the Insurer guarantees —within the scope and **to the limit agreed in the Special Conditions of the present policy**— payment of compensations that, in virtue of provisions regarding circulation of motor vehicles in Ley de Responsabilidad Civil y Seguro (Civil Liability and Insurance Act), in the Civil Code, Article 1902 and similar and in the Penal Code, Article 116 and similar, the Insured or the legally authorised vehicle driver be condemned to pay as a consequence of extra-agreement civil liability derived from damage to third parties due to the circulation of the insured vehicle specified in the present policy.

The present policy shall cover — **to the quantitative limit of the cover indicated in the Special Conditions:**

- a) Payment of those compensations exceeding the quantitative limit established by the Compulsory Underwritten Civil Liability (Responsabilidad Civil de Suscripción Obligato-

ria) in the provisions regulating the present cover at any moment.

- b) Imposition of bails exceeding the above mentioned quantitative limit of the compulsory insurance.

Furthermore, the present cover includes:

1) Damage caused:

1.1) As a consequence of loading, unloading and transporting luggage and other effects in the vehicle, **excepting the case in which the insured vehicle's main purpose is the transport of merchandise.**

1.2) By transporting properties in the roof rack or ski-carrier as long as such transport is made in compliance with rules in the Circulation Code.

1.3) By the negligent conduct of the passengers in the vehicle.

1.4) Due to circumstantial and free towage of another vehicle, wrecked or damaged, **excluding damages to same.**

1.5) As a consequence of having the vehicle insured by the present policy be towed by a third party as a subsidiary.

1.6) As a consequence of towing caravans and trailers which, according to the law, do not require their own number plate in order to be on the road.

2) Repayment for damage to the insured vehicle that cannot be redeemed by the covers in the present policy and that are owed by a third party who has been judicially declared guilty of same and whose sentence cannot be executed due to the fact that both the direct civilly responsible individual and the subsidiary are insolvent. **The limit shall be that indicated in the court**

**decision and the top limit shall be 18,000 €.**

### III.3.2. What is the sphere of application of this cover?

- ♦ Spain.
- ♦ Member countries of the European Economic Space.
- ♦ Member countries of the Multilateral Guarantee Agreement.
- ♦ Member countries of the Inter-Bureaux Standard Agreement.
- ♦ Vatican City, Gibraltar, Liechtenstein, Monaco and San Marino.

In every case, the present sphere of application shall be subject to the modifications the above mentioned agreements may suffer in terms of member states.

### III.3.3. What risks are excluded from this cover?

**In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:**

- a) Responsibility for damage to things transported in the vehicle or held, by virtue of any title or situation, in possession of the owner, the driver, the Policy-holder or those individuals to whom the former must respond excepting applicable provisions in item 1.1) Section III.3.1 Cover.
- b) Responsibility for damage or lesions to individuals transported in the vehicle, excepting provisions in item 1.2), Section III.3.1. Cover
- c) Contractual civil liability

- d) Responsibility for damage or lesions to individuals transported in a vehicle that has not been officially authorised for transporting people, excepting the case of "duty to help" or state of necessity.
- e) Bodily injury or material damage to the Policy-holder, the Insured, the Owner of the vehicle identified in the policy or to the driver of same.
- f) Obligations towards the spouse or partner in a common-law marriage; ascendants and descendants of the owner, the Policy-holder and driver, as well as towards their relatives should they be their dependants or live under the same roof.
- g) When the owner or Insurance Policy-holder is a legal person the Insurer does not cover payments due to obligations towards partners and legitimate representatives of same, nor those towards their relatives, being the latter those who fall into the category mentioned in the previous paragraph.
- h) Obligations towards the Policy-holder, the car driver or owner's employees when the vehicle accident is also an occupational one.

### III.4. LEGAL PROTECTION

#### III.4.1. Coverage

If expressly stated under the Specific Conditions when making the contract, the Insurer guarantees:

##### III.4.1.1. Defence

###### III.4.1.1.1. Criminal defence

- A) In Spain:  
The Insurer guarantees the insurance Policy-holder, the Insured and the driver the

following, if prosecuted:

- 1) His/her defence by Lawyers and Legal Advisors freely appointed by the client/s as long as those professionals are necessary to defend the client/s' interests and are authorised to exercise their profession within the jurisdiction where the pertinent lawsuit takes place.

The appointees will enjoy total freedom to decide the technical angle in order to tackle the lawsuit with no interference from the Insurer's instructions.

Said appointment shall be informed by the Insured to the Insurer in writing, thus constituting a proof, within half the legal period stipulated by the law. The Insurer may contest those professionals chosen by the Insured with grounds of reason; such being the case, the latter will submit a list of three candidates for the position, different from those contested. The Insured shall be the party to choose the candidate who will assume his/her representation.

The appointees' professional fees for all concepts and instances will be covered up to the sum of 3.000 €. Such fees will be determined in accordance with regulations stipulated by the Professional Associations in which the appointees are registered.

- 2) Under no circumstance shall the Company cover any fines or sanctions determined by the administrative and/or judicial authorities.
- 3) The Insurer obliges itself to deposit, on

behalf of the Insured or the driver and up to an amount of money equal to the one stipulated for Civil Liability in this policy Specific Conditions, those bails that—as a result of the accident covered by this contract—the Judicial Authority may demand to guarantee the payment of court fees or parole.

**By no means shall bails and defence fees that may come as a result of claim events not covered by Civil Liability, either Compulsory or Voluntary, be included.**

B) In other territories within the sphere of application of the present cover:

1) **Accident-derived Criminal Liability Defence**

It covers the defence of the Insured party's legal interests in case of traffic accident, within the scope of the present policy in those legal proceedings started against that person on the grounds of guilt of imprudence, lack of skill or negligence. In all the cases established in the present section, those fees to be paid to the professionals appointed by the Insured **will be honoured according to the rules established by the Professional Associations where the lawyers are registered and the fees will never exceed the sum of 3.000€ which is the maximum amount guaranteed for all concepts and instances. Should the fees exceed that amount, the difference will be paid by the Insured.**

2) **Payment of bails.**

It guarantees payment of bail **up to a maximum sum of 6.000 €** when, in

Criminal Liability cases, a bail is demanded in order to obtain parole or to secure the criminal court costs, the payments of those costs and the payment of the expert's investigations.

**III.4.1.1.2. Defence for road traffic administrative offences**

By means of this coverage, the Insurer will be in charge of paying all those expenses derived from pleas to ordinary denunciations and appeals, and from repayment of sanctions derived from infractions to the Ley sobre Tráfico, Circulación de Vehículos a Motor y Seguridad Vial (Traffic, Motor Vehicle Circulation and Road Safety Act) (R.D.L. 339/90) and other traffic regulatory provisions, which are attributed to the Insured or authorised driver of the vehicle described in the policy and which may carry related economic penalties, loss of points or ban from driving.

Under no circumstances shall the Insurer be obliged to provide money to cover these sanctions. The Insurer shall be in charge of settling the payment of the corresponding sanction, only if the Insured so requests and provides the necessary funds to do so.

**The Insurer's rendering of services is solely of an administrative nature with those of a judicial nature being expressly excluded.**

In order to be able to make use of this cover, upon notification of a fine, the Insured should immediately contact his/her agent or broker by calling **902 20 80 22**. The purpose of this call is to provide information on the Automobile Insurance premium payment, so as to confirm that the policy is in effect, and to report notification of the

fine and data on the envelope in which this fine was enclosed, in order to receive instructions and begin the necessary procedures.

**HOWEVER, IT IS IMPORTANT THAT NO MORE THAN 15 DAYS ELAPSE WITHOUT SENDING THE REPORT OF COMPLAINT OR NOTIFICATION OF THE PENALTY AND THE ENVELOPE CONTAINING IT.**

#### **III.4.1.2. Claims for Damages**

**Claims presented by the Insured, his/her relatives or employees against the insured vehicle driver and/or against REALE SEGUROS GENERALES, S.A. will not be covered.**

What is covered:

A) In Spain:

The claim filed against the liable third-party party, be it amicably or judicially, on behalf of the Insured, their family, or employees, the occupants of the vehicle or the authorised driver for compensation for direct damages caused by this third party due to the driving of the vehicle that is insured by this policy.

Cover mentioned in this section will also be for the sums of money claimed to pay damages of the insured vehicle not derived from road traffic but from incidents such as demolitions, explosions, fires, floods and similar, as long as there is no contractual relationship between the Insured and the individual responsible for those damages.

Claims can be exclusively filed by the Insurer, who will be charged with the corresponding expenses whereas the injured party should grant a power of

attorney and make the necessary appointments.

The injured party will be notified in case the Insurer gets from the third party responsible or from his/her Insurer, by way of a friendly agreement, the conformity to a payment of a compensation for damages, and does not reckon probable to obtain a better result at court. If the injured party does not settle for a friendly agreement, he/she has the right to pursue the claim exclusively on his/her own behalf, being the Insurer's intervention thus terminated. The Insurer has the obligation to reimburse to the injured party all the expenses, the judicial and those of the professionals that have worked in the case, given the assumption that the claim will get more money than the offered in the transaction.

What was stated in the previous paragraph will be applicable in those cases where a friendly agreement shall not be possible and the Insurer considers it inadmissible to claim before a court.

The Insured expressly empowers the Insurer and legal representatives to collect, on his/her behalf and in virtue of the policy coverage, all compensations for damages obtained in favour of the Insured either through an agreement or by a court decree, without prejudice to the subsequent settlement.

For the appointment of other professionals, the provisions of item III.4.1.1.1. shall apply for Penal Defence in this regard

**The limit of capital for this cover will be 3.000€**, and will include all the expenses derived from all the necessary powers of attorney granted.

B) In the rest of the sphere of application:

1) Claims for bodily injuries.

The defence of the Insured's legal interests is guaranteed by claiming from third parties responsible all the compensations for damages owed to the Insured and to his/her relatives, heirs or injured parties, in case of death or damages after a road accident.

This cover is extended to any other accidents as a consequence of any event other than road traffic not contractually stipulated, as long as the insured vehicle is directly involved.

2) Claiming material damages.

The defence of the Insured's legal interests is guaranteed in the following:

a) Claiming to third parties responsible a compensation for damages to the insured vehicle if consequent to a road accident.

In case the Insured has contracted cover for damages to the vehicle, the Insurer guarantees the payment of the expenses made to file the claim to get compensations for damages not covered by the policy, or when the cover is not applicable for reasons alien to the Insured's will.

b) Claiming, at the request of the Policyholder, all those material damages to merchandises transported in the insured vehicle, and to personal belongings damaged as a consequence of a road accident.

Cover mentioned in this section will also be for the sums of money claimed to pay damages of the insured vehicle not derived from road traffic but from incidents such as demolitions,

explosions, fires, floods and similar, as long as there is no contractual relationship between the Insured and the individual responsible for those damages.

c) In all the cases pre-established in this current section, those professional fees to be paid to the legal advisers designated by the Insured party will be honoured according to the rules established by the Professional Associations where the lawyers are registered and the fees will never exceed the sum of 3.000 € which is the maximum amount guaranteed for all concepts and instances. Should the fees exceed that amount, the difference will be paid by the Insured.

### III.4.2. What is the sphere of application of this cover?

- ♦ For the PENAL DEFENCE and CLAIMING: Same as indicated for Civil Liabilities.
- ♦ For the DEFENCE in cases of ROAD TRAFFIC ADMINISTRATIVE INFRACTIONS: Spain.

## III.5. DAMAGES TO THE VEHICLE ITSELF

### III.5.1. Coverage

If expressly stated under the Specific Conditions when making the contract, the Insurer guarantees:

- 1) Damages suffered by the insured vehicle as a consequence of an event by an external, violent and sudden cause and occurred independently of the driver's will, and of whether the vehicle was at a halt or circulating or being transported.

- 2) All the indispensable expenses derived from transporting the vehicle to the nearest service garage, as it cannot circulate without help on account of the damages suffered.

### **III.5.2. What is the sphere of application of this cover?**

The same countries as those where cover for Civil Liabilities is granted.

### **III.5.3. What risks are excluded from this cover?**

In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:

- 1) Damages to the insured vehicle
  - 1.a) Damages caused by the transported objects in it or due to their loading and unloading.
  - 1.b) Damages caused by seismic and thermal phenomena, including radiator water freezing.
  - 1.c) Damages as a result of fire, thunderbolts or explosions.
  - 1.d) To the front and rear windshields, side window glasses and sun roof, when damages affect only these elements of the vehicle.
  - 1.e) Repairing or replacing tyres that have suffered punctures, blowouts or natural wearing out and as long as the tyres are the only elements affected.
  - 1.f) Affecting accessories, meaning all those items for embellishment, ornament and comfort not included among the regular ones that are listed in catalogues and that come with the vehicle from the factory.

This exception will not be made when the accessories are expressly included in the corresponding item of the Specific Conditions.

- 1.g) As a consequence of circulating along roads not meant to that purpose.
- 1.h) Those affecting the trailers and/or caravans the vehicle might tow.
- 2) The incidental depreciation that the vehicle may suffer as a consequence of having been repaired after an accident.

### **III.5.4. How are damages compensated?**

#### **III.5.4.1. In the case of partial damage**

Of the appraised cost of repair to the vehicle, including spares, paint and labour.

#### **III.5.4.2. In case of total damage.**

According to that indicated in Section IV.11. LIMIT OF COMPENSATION.

#### **III.5.4.3. For tyres.**

According to the value of new replacements, minus depreciation due to evident use.

### **III.5.5. Deductible**

If the application of an exemption is indicated in Specific Conditions, it shall be deducted from the corresponding compensation for damages in an accident covered by this policy.

### **III.6. FIRE**

#### **III.6.1. Coverage**

When their contracting is expressly indicated in the Specific Conditions, the Insurer guarantees:

- a) Damages that the insured vehicle may suffer as a result of fire, explosions or thunderbolts, independently of whether the vehicle was at a halt or circulating or being transported. Cover for damages consequent to third parties ill intentions, to negligence of the driver or of those individuals for whom civil liability corresponds.
- b) **covered up to the sum of 600 €**, the expenses deriving from an accident and as a direct consequence of the intervention of the Fire Brigade or of the vehicle's being salvaged.

### III.6.2. What is the sphere of application of this cover?

The same countries as those where cover for Civil Liabilities is granted.

### III.6.3. What risks are excluded from this cover?

**Apart from the generic exclusions for the voluntary contracting guarantees, the following exclusions will apply specifically to the cover regulated in this guarantee:**

- 1) **Damages to the insured vehicle**
- 1.a) Damages caused by the transported objects in it or due to their loading and unloading.
  - 1.b) Damages caused by seismic or thermal phenomena.
  - 1.c) When the tyres are the only affected elements.
  - 1.f) Affecting accessories, meaning all those items for embellishment, ornament and comfort not

included among the regular ones that are listed in catalogues and that come with the vehicle from the factory.

This exception will not be made when the accessories are expressly included in the corresponding item of the Specific Conditions.

- 1.e) As a consequence of circulating along roads not meant for that purpose.
- 1.f) Those affecting the trailers and/or caravans that the vehicle may tow.
- 2) The incidental depreciation that the vehicle may suffer as a consequence of having been repaired after an accident.

### III.6.4. How are damages compensated?

#### III.6.4.1. In the case of partial damage.

Of the appraised cost of repair to the vehicle, including spares, paint and labour.

#### III.6.4.2. In case of total damage.

According to that indicated in Section IV.11. LIMIT OF COMPENSATION.

#### III.6.4.3. For tyres.

According to the value of new replacements, minus depreciation due to evident use.

### III.6.5. Deductible

If the application of an exemption is indicated in Specific Conditions, it shall be deducted from the corresponding compensation for damages in an accident covered by this policy.

### III.7. VEHICLE WINDOW BREAKAGE

#### III.7.1. Coverage

When expressly indicated in Specific Conditions, the Insurer guarantees covering the expenses made for the replacement, after fortuitous breakage, only of:

- ♦ front windscreens
- ♦ rear window
- ♦ glass in the side windows
- ♦ sunroof

#### III.7.2. What is the sphere of application of this cover?

The same countries as those where cover for Civil Liabilities is granted.

#### III.7.3. What risks are excluded from this cover?

In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:

##### 1) Damages to the insured vehicle

- 1.a) Damages caused by the transported objects in it or due to their loading and unloading.
- 1.b) Damages caused by seismic or thermal phenomena.
- 1.c) As a consequence of circulating along roads not meant for that purpose.
- 1.d) Those affecting the trailers and/or caravans that the vehicle may tow.
- 1.e) Scratches, scraping, chipping and any other surface damages.
- 1.f) Breakage as a result of defective work of installing or placing parts

or breakage occurred during repair, installations or remodelling work of the insured vehicle.

- 2) **The incidental depreciation that the vehicle may suffer as a consequence of having been repaired after an accident.**

#### III.7.4. How are damages compensated?

Up to limit established for this cover in Section IV.11. LIMIT OF COMPENSATION.

### III.8. VEHICLE THEFT

#### III.8.1. Coverage

In case of theft of the insured vehicle and when expressly indicated in the Specific Conditions, the Insurer guarantees the following:

- a) Compensation for theft of the vehicle.
- b) Compensation for theft of non-detachable parts of the vehicle.
- c) **If so indicated in this policy's Specific Conditions, and with the exception of sound machines, the accessories, meaning all those items for embellishment, ornament and comfort not included among the regular ones that are listed in catalogues and that come with the vehicle from the factory.**
- d) **Likewise, sound reproduction systems are included should this be stipulated under Special Conditions.**
- e) Damages affecting the vehicle during the time it is in the hands of third parties as a consequence of having been stolen and moved, and such damages as may have been occasioned by its robbery or attempted robbery.

### **III.8.2. What is to be understood by the term 'robbery'?**

The taking of possession, by means of violence or intimidation of their legitimate owners or the employment of force on such objects, of movable objects belonging to others.

### **III.8.3. What is the sphere of application of this cover?**

The same countries as those where cover for Civil Liabilities is granted.

### **III.8.4. What risks are excluded from this cover?**

In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:

- a) Theft.
- b) Caravans and trailers
- c) Theft resulting from severe negligence on the part of the Insured, the Policyholder or his dependents or persons living with him
- d) Robberies whose authors, accomplices or accessories after the fact are family members of the Insured or the Policyholder, up to the third degree of consanguinity or affinity, or dependents or employees of any of these.

### **III.8.5. How are damages compensated?**

#### **III.8.5.1. In the case of partial damage.**

Of the appraised cost of repair to the vehicle, including spares, paint and labour.

### **III.8.5.2. In case of total damage.**

According to that indicated in Section IV.11. LIMIT OF COMPENSATION.

### **III.8.5.3. For tyres.**

According to the value of new replacements, minus depreciation due to evident use.

### **III.8.6. Special term for compensation.**

Under the present cover, compensation shall be demandable if the stolen vehicle is not recovered within 30 days from the date of the theft having been reported.

If, on the other hand, the vehicle is recovered within the time stipulated above, the Insured is obliged to admit its recovery, and the Insurer is to cover the cost of damage repair in accordance with the terms established in the present document.

Should the vehicle be recovered after the time indicated above, it shall remain as property of the Insurer, who is hereby committed to subscribe all such documents as may be necessary for the transfer of said property to the Insurer or to the person designated by the Insurer, unless the Insured should wish to recover the vehicle, in which case the Insured shall return the compensation received. In this case the Insurer is obliged to offer and return the vehicle to the Insured if the Insured declares his acceptance within fifteen days from the date of the offer.

## **III.9. TOTAL LOSS OF THE VEHICLE**

### **III.9.1. Coverage**

When expressly contracted for under Special Conditions, the Insurer guarantees compensation exclusively in the case of the vehicle having suffered such damages as to

be considered a Total Loss resulting from a claim event produced by an external, violent and sudden cause in every case unconnected to the driver's will, regardless of whether the vehicle is standing still or in motion, or in the course of being transported.

### III.9.2. What is the sphere of application of this cover?

The same countries as those where cover for Civil Liabilities is granted

### III.9.3. What risks are excluded from this cover?

In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:

- 1) **Damage to the insured vehicle.**
  - 1.a) Damages caused by the transported objects in it or due to their loading and unloading.
  - 1.b) Damages caused by seismic and thermal phenomena, including radiator water freezing.
  - 1.c) Damages as a result of fire, thunderbolts or explosions.
  - 1.f) Affecting accessories, meaning all those items for embellishment, ornament and comfort not included among the regular ones that are listed in catalogues and that come with the vehicle from the factory. This exception will not be made when the accessories are expressly included in the corresponding item of the Specific Conditions.
  - 1.e) As a consequence of circulating along roads not meant for that

purpose.

- 1.f) Those affecting the trailers and/or caravans that the vehicle may tow.
- 2) The incidental depreciation that the vehicle may suffer as a consequence of having been repaired after an accident.

### III.9.4. How are damages compensated?

According to that indicated in Section IV.11. LIMIT OF COMPENSATION.

## III.10. ADDITIONAL LOSSES

### III.10.1. LOSS OF USE

#### III.10.1.1. Coverage

When expressly contracted for under Special Conditions, the Insurer guarantees payment of compensation as a consequence of:

- a) Immobilisation of the insured vehicle due to a traffic accident.
- b) Theft of the vehicle.

#### III.10.1.2. In which geographical area does this guarantee apply?

Spain

#### III.10.1.3. How is compensation established?

Compensation shall be paid as of the third day onwards.

- a) of immobilisation, when uninterrupted immobilisation is required for repairs, and for as long as it may last. Establishment of this compensation shall depend on the report by the Company's Appraiser, who shall specify the time

required in agreement with the repairing mechanic. **Possible delays due to causes other than those occasioned by the repair itself shall not be computed.**

- b) From the time that the theft is reported to the competent Authority, and for as long as the report is in force.

Should the magnitude of the claim event be such that it is declared a total loss, compensation shall cease on the day of its having been reported by the Insurer's Appraiser.

#### **III.10.1.4. Limit of Compensation** 60 € a day, with a maximum of 900 €.

### **III.10.2. LUGGAGE**

#### **III.10.2.1. Coverage**

When expressly contracted for under Special Conditions, the Insurer guarantees compensation:

- a) when consequent to an accident, fire, explosion, striking by lightning or theft of the entire vehicle, the personal effects/luggage of the insured vehicle occupants are destroyed, damaged or have disappeared.
- b) for the theft of personal effects/luggage when the insured vehicle is in a garage or closed parking lot, providing it is shown that, for the purpose of carrying out the theft the vehicle doors or windows have been broken, skeleton keys have been used, the physical integrity of the security personnel of the place (if there is such personnel in the place) has been threatened, or the entrances or openings of the place where the vehicle was left have been forced.

#### **III.10.2.2. Definition of personal effects/luggage**

For the purposes of this cover, personal effects/luggage shall be understood to comprise only and exclusively suitcases, clothing, footwear, cosmetics and articles of personal hygiene.

Therefore, the following are excluded: Money, bonds and documents, jewellery and objects made of precious materials, visual and sound systems, samples and working appliances and any other object that cannot be considered a component of the effects included.

#### **III.10.2.3. In which geographical area does this guarantee apply?**

Spain.

#### **III.10.2.4. How is compensation established?**

Compensation shall be made effective according to the value of the effects at the time immediately previous to their damage or loss, up to the limit of the capital established for this cover under Special Conditions.

### **III.10.3. CLEANING AND RECONDITIONING COSTS**

#### **III.10.3.1. Coverage**

When expressly contracted for under Special Conditions, cleaning and overhauling expenses of the insured vehicle interior are covered if consequent to the circumstantial transport of persons wounded in a traffic accident involving the insured vehicle, or as an expression

of duty to help when said vehicle was not involved.

**III.10.3.2. In which geographical area does this guarantee apply?**

Spain

**III.10.3.3. What is the limit of compensation?**

Up to 300 €.

**III.11. DRIVER'S ACCIDENTS**

**III.11.1. Who is the Insured?**

For the purposes of this cover, the driver of the insured vehicle at the moment of the accident shall be considered to be the Insured.

**III.11.2. Who are the Beneficiaries?**

Except for express mention under Special Conditions, the Beneficiaries in case of Death shall be the following, in order of preference:

- 1) The spouse, if not legally separated.
- 2) The children of the deceased, in equal parts.
- 3) The parents of the deceased.
- 4) The brothers and sisters of the deceased.
- 5) The legal heirs.

**III.11.3. Coverage**

When expressly contracted for under Special Conditions, the Insurer guarantees the compensations foreseen should the Insured suffer physical wounds, permanent disability or death consequent to an accident.

**III.11.4. What constitutes an accident?**

For the purposes of this cover, an accident is considered to be any fortuitous, external,

violent, sudden event independent of the Insured's will, occurring while driving, entering or descending from, or being close to the insured vehicle.

**III.11.5. What compensations are contemplated?**

**A) Death**

The capital insured indicated for this cover under Special Conditions shall be paid to the Beneficiaries when the Insured dies within the 2 years following the date of the accident and as a consequence of it.

**B) Permanent disability**

Payment shall be made of the portion of capital insured indicated for this cover under Special Conditions, proportionally to the degree of permanent disability consequent to the accident, and determined within the period of two years following the date of the accident.

Determination of the degree of disability shall be based on the medical certificate concerning the disability resulting from the accident, in accordance with which the Insurer shall determine the corresponding degree of disability applying Table VI, Classification and Appraisal of Sequela of the Table (Baremo), contained in the «Sistema para la valoración de los daños y perjuicios causados a las personas en accidentes de circulación» Anexo a la Ley sobre Responsabilidad Civil y Seguro en la Circulación de Vehículos a Motor ("System for Appraisal of Damage and Injury Caused to Individuals in Traffic Accidents" Annexed to the Act on Civil Liability and Insurance for the Circulation of Motor Vehicles), or whichever Act substitutes this and is in force at the time of the appraisal, **excepting**

situations relative to the “Special Chapter – Aesthetic Injury”.

**Application of this Table (Baremo) shall be effected according to the following specifications:**

- 1) Aesthetic injury which should be considered under “Special Chapter – Aesthetic Injury” of the aforementioned Table (Baremo), whether it be in the form of scars, external deformities or any other type of sequelae, shall not be compensated.
- 2) The Insured’s profession shall in no case be taken into account, wherefore an aggravation of the disability in relation to the Insured’s profession cannot be alleged.
- 3) The score system for the resulting disability shall be that established in the aforementioned Annex for the calculation of corresponding scores for Table VI, including the specifications established in case of concurrent disabilities.
- 4) A sequelae shall only be appraised once, even if its symptoms are described in several sections of the aforementioned Table VI.
- 5) Processes healing in the short or medium term shall not be considered sequels, nor, therefore, permanent wounds.
- 6) Sequela included and/or derived from other sequela shall not be appraised, even though they are independently described in Table VI.
- 7) The score of one or several sequela corresponding to an articulation, limb, apparatus or system (in the case of several sequels after applying the for-

mula for concurrent disabilities) may never exceed those corresponding to total anatomical or functional loss of this articulation, limb, apparatus or system.

- 8) If a limb or organ affected by an accident presented amputations or functional limitations previous to the accident, the percentage of applicable compensation shall correspond to the difference between the pre-existent disability and that resulting from the accident.
- 9) The limit of 100 points shall in no case be exceeded.

To determine the sum of compensation to be received, it is established that each point obtained by this system corresponds to 1%, wherefore the percentage insured for this cover shall correspond to the points obtained, transformed into percentage. **In no case shall this exceed 100% of the capital insured for this cover indicated under Special Conditions.**

Determination of the degree of disability shall be in accordance with Article 104 of Act No. 50/80. Should the Insured not accept the Insurer’s proposal concerning the degree of disability, both parties shall submit to the decision of medical appraisers according to Articles 38 and 39 of the aforementioned Act.

#### **C) Sanitary Assistance**

Health care costs are guaranteed (medical-surgical-hospital-pharmaceutical) that arise as a consequence of an accident.

#### **D) Lodging and board of a companion**

The payment of lodging and boarding expenses of a companion in the same building where the Insured has been entered consequent to an accident covered by this policy, is guaranteed.

**E) Aesthetic surgery**

Compensation complementary to Sanitary Assistance is established, to correct by surgical means the aesthetic defects that may have remained after the initial curative measures, within the first 12 months following these measures unless further delay is prescribed by a physician.

**F) Prosthesis**

The costs of the first prosthesis (orthopaedic, dental, optical, acoustic, pacer) necessary for the correction of wounds consequent to the accident covered by the policy are guaranteed.

**G) Repair or replacement of clothing**

The repair or replacement of clothing worn by the Insured at the time of, and damaged in the accident, is guaranteed. The Insurer shall pay the value of new effects for the repair or replacement of the effects covered by the policy.

**Loss, theft or mislaying of goods covered by the policy is not included.**

**III.11.6. What is the sphere of application of this cover?**

The same countries as those where cover for Civil Liabilities is granted

**III.11.7. What risks are excluded from this cover?**

**In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:**

- a) Accidents intentionally provoked by the Insured.
- b) Events considered not constituting accidents, according to the definition of accidents provided by this contract.

- c) Accidents to be covered by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), according to their own regulations.
- d) Accidents occurring on occasion of the vehicle's participation in competitive sports.
- e) When the driver is alcohol intoxicated or under the effect of drugs, poisons or narcotics.
- f) Driving the vehicle without due authorisation and/or the corresponding driver's licence.

**III.11.8. What are the limits of compensation?**

- A) Death: The capital indicated under Special Conditions for Accidents to the Driver**
- B) Permanent Disability: The capital indicated under Special Conditions for Accidents to the Driver**
- C) Health care: Up to 3,000 € when the assistance is given to the Insured person in clinics and by physicians of his own free choice, and unlimited when it is given by clinics and physicians designated by the Insurer, and for a maximum of 365 days following the date of the accident.**  
In cases of emergency medical assistance, it shall be considered to have been provided by clinics and physicians designated by the Insurer. The Insured shall request the Insurer's acceptance of his continuing treatment in his present medical centre, or move to another in order to ensure that there be no limitations to the services provided by the Insurer.
- D) Lodging and boarding of a companion: Up to 600 €.**

- E) Cosmetic surgery: Up to 1,800 €, including in this sum all medical, surgical, hospital and pharmaceutical expenses.
- F) Prosthesis: Up to 600 €.
- G) Repair or replacement of clothing: Up to 300 €.

### III.11.9. Incompatibilities

Should the death of the Insured as a consequence of the accident occur after payment of compensation for permanent disability within the period established for coverage of this disability, the compensatory sum already paid should be discounted from the total compensation.

## III.12. SERVICES FOR THE DECEASED

### III.12.1. Object of the Guarantee

The provision of undertaking services to people transported in the vehicle insured by the car policy, should they die as a result of a traffic accident.

For the exclusive purposes of this guarantee, the following are also considered traffic accidents:

- Accidents caused by providing help, or in the event that the insured vehicle breaks down.
- Deliberate acts by third parties against the occupants of the insured vehicle, including hold-ups.
- Accidents due to electrical discharges while the vehicle is occupied.

### III.12.2. Insured parties

The occupants of the insured vehicle, including the driver of the vehicle, except for those who drive it or occupy it as a consequence of the robbery or theft of

the vehicle, or when the number of occupants exceeds the legally authorised maximum.

### III.12.3. Coverage

#### Burial Costs:

The provision of undertaking services due to death caused by a traffic accident for each occupant of the insured vehicle is guaranteed, irrespective of the country in which the accident occurs, with 7,500€ as the limit of this provision per person. If provision is not possible, or it is not carried out, due to force majeure, the justified and duly documented costs will be paid up to the insured capital limit indicated above.

The provision of undertaking services in accordance with the uses and customs of the place of burial or cremation, with this provision comprising, by way of example, of the following elements:

- Coffin, funeral cortège and accompaniment.
- Religious services, according to rites.
- Cemetery costs.
- Additional services, such as wreaths, announcements of death, funeral home, etc.
- Documentation, processing and the necessary proceedings for this service.

The Policyholder, or failing this the Beneficiaries, should they wish to, may choose the different constituent elements of the service, the maximum limit of which charged to the Insurer will be 7,500€.

#### Transfer cover:

**Transfer for Insured Parties of European nationality or nationals from Mediterranean countries:**

Guaranteed provisions and costs that are required for the transfer of the bodies of occupants killed in traffic accidents who die anywhere in Spain or the rest of the world, to the cemetery or crematorium within Spain, or their country of origin, freely chosen by the family of the deceased, with the total limit per deceased set at 7,500€.

### **Transfer for other nationalities:**

Guaranteed formalities and costs for the transfer of the bodies of occupants killed in traffic accidents who die anywhere in Spain or the rest of the world, to the airport closest to the deceased's home town or city in their country of origin, with the total limit per deceased set at 7,500€.

In any event, the Insured will always be transferred providing the competent authorities grant the appropriate authorisation, there are no causes of force majeure that impede it and transfer is carried out by the undertaker company that Unión Aseguradora, S.A., designates to issue the corresponding death certificate.

### **III.12.4. Duration of the Guarantee**

The duration of this guarantee is for one year from the date when the accident covered by the policy occurs, providing that death is a direct consequence of the accident.

## **III.13. Travel Assistance**

### **III.13.1. Coverage**

When expressly contracted for under Special Conditions, the Insurer undertakes to deliver the services described in Section III.12.4. Provisions, and depending on the type of guarantee chosen, providing that the Insured

requests the provision on **902 365 240** if they are in Spain and **3491-393 90 30**, if they are abroad.

### **III.13.2. Who is the Insured?**

For the purposes of this policy, the Insured is considered to be the physical person residing in Spain, holder of the Insurance Policy, and his spouse, ascendants and descendants to the first degree residing with him and integrated in the family economic unit.

In the case of an accident, the driver and any occupant of the insured vehicle, as long as he is being transported free of charge, shall be considered Insured.

**For the right to perceive the insurance services the Insured must have his domicile, in which he habitually resides, in Spain; and the maximum time away from this residence due to transfer or travel must not exceed 60 days.**

### **III.13.3. Which is the insured vehicle?**

The vehicle indicated under Special Conditions in the policy and, if this exists, the caravan or trailer that constitutes a unit with the said vehicle.

**Vehicles destined, even if only occasionally, to public transport or service shall not be benefited by this policy.**

### **III.13.4. Services**

The services guaranteed are divided into two blocks:

- A) Relative to individuals.
- B) Relative to the vehicle

Each of the covers offered is specified in the following charts:

## A) COVERS RELATIVE TO INDIVIDUALS

### IN WHICH GEOGRAPHICAL AREA DOES THIS GUARANTEE APPLY?

#### TRAVEL ASSISTANCE

Throughout the world, , limited in Spain when the event occurs more than 15 Km from the Insured's habitual domicile (10 Km in the island territories), except in the Medical and Sanitary Assistance cover, to be applied at over 100 Km from the said habitual domicile.

### SANITARY TRANSPORT OR REPATRIATION OF WOUNDED OR ILL

#### TRAVEL ASSISTANCE

Should the Insured suffer an illness or accident that is medically considered to require sanitary transfer, the Insurer shall take charge of his/her transport by appropriate means, including medical supervision if this applies, to the Hospital Centre with the necessary facilities.

The means of transport used in Europe and countries on the Mediterranean shores, when the urgency and gravity of the case so requires, shall be the special sanitary aeroplane. In other cases or in the rest of the world, transport shall be by regular commercial flight or the fastest and most adequate means according to circumstances. If hospitalisation is carried out at a distance from the Insured's domicile, the Insurer will likewise cover the subsequent transfer of the Insured to his home when this becomes possible.

In every case, the decision of transferring or not transferring the Insured will correspond to the Insurer's Medical Team, in agreement with the attending physician and, if the case arises, with his family.

### TRANSPORT OR REPATRIATION OF THE INSURED

#### TRAVEL ASSISTANCE

When in the application of the coverage provided above, one of the Insured has been repatriated or transferred, and this makes it impossible for the remaining persons Insured to continue their trip by the means initially foreseen, the Insurer will take charge of the their transport to their domicile or place of hospitalisation. Return to the domicile and transfer of the vehicle may be carried out, substituting the service mentioned above, by a professional driver provided by the Insurer.

## TRANSPORT OR REPATRIATION OF MINORS

### TRAVEL ASSISTANCE

If the repatriated or transferred Insured person, in application of Section on Sanitary Transport or Repatriation of Wounded or Ill individuals accompanied only by minors under fifteen or persons older than 70, the Insurer shall organise and take charge of the return trip of a stewardess or person designated by the Insured in order to accompany the children or elderly persons on their trip home.

Return to the domicile and transfer of the vehicle may be carried out, substituting the service mentioned above, by a professional driver provided by the Insurer.

## TRANSFER OF A FAMILY MEMBER FOR HOSPITALISATION

### TRAVEL ASSISTANCE

If the condition of the ill or wounded Insured individual requires hospitalisation **for a period longer than 5 days**, the Insurer shall place at the disposal of a family member of the Insured or a person designated by him, a return ticket to enable this person to accompany the Insured at the time of his repatriation.

If hospitalisation is carried out abroad, the Insurer shall further pay the companion's stay expenses on presentation of the corresponding invoices **up to 100 € per day and for a maximum period of 10 days**.

## MEDICAL AND HEALTH CARE

### TRAVEL ASSISTANCE

**When the event occurs in Spain more than 100 Km from his/her habitual domicile, or abroad**, the Insurer shall take charge of the Insured person's medical, surgical, pharmaceutical and hospitalisation expenses due to unforeseeable wounds or illness occurring in the course of the trip.

**The maximum sum per Insured person covered by these services shall be 9,000 €, or their equivalent in local currency when the events take place abroad, or 1,500 € in Spain.**

**Dental expenses are limited, in all cases, to 300 € or their equivalent in local currency.**

## CONVALESCENCE IN A HOTEL

### TRAVEL ASSISTANCE

Should the ill or wounded Insured be unable, due to medical prescription, to return home, the Insurer shall take charge of his hotel expenses motivated by the extension of his stay, **up to 100 € per day for a maximum of 10 days.**

## REPATRIATION OR TRANSFER OF THE DECEASED INSURED

### TRAVEL ASSISTANCE

In case of the Insured's death, the Insurer shall organise and take charge of transfer of the body to its place of interment in Spain. Post-mortem conditioning expenses (such as embalming and obligatory coffin for transfer) shall be covered according to legal requirements.

**Interment and burial ceremony expenses are not included.**

The Insurer shall take charge of the return home of the Insureds accompanying the deceased Insured at the time of his death, when they are unable to return by the means initially foreseen.

If any of these accompanying individuals were younger than 14 or older than 70, and had nobody to accompany them, the Insurer shall provide an appropriate person to attend to them during the transfer.

## EARLY RETURN

### TRAVEL ASSISTANCE

If any of the Insureds must interrupt his/her voyage due to death or hospitalization of any of the Insureds, and the means of transportation used for his/her voyage or the purchased return ticket does not allow him/her to anticipate the trip, the Insurer shall pay the transportation costs to the domicile or burial place in Spain eventually, to return to the place he/she was at if the Insured states that he/she will continue his/her voyage.

Likewise, if during the voyage a major loss occurs at the holder's usual domicile and the ensuing damages allow for free access to the dwelling because its closures are affected, making more extensive damages possible, the Insurer shall pay for one ticket to the affected domicile and for a return ticket to the place of origin, or for two tickets to his/her usual domicile, as long as the companion is Insured hereunder and **they are unable to utilize their own means of transportation used for the voyage**

### SEARCH AND SHIPMENT OF LOST BAGGAGE

#### TRAVEL ASSISTANCE

In case of loss of baggage during a regular flight, the Insurer shall provide any available means to find the baggage, inform the Insured on any developments and, if applicable, to send the baggage to the Insured.

### RELAY OF MESSAGES

#### TRAVEL ASSISTANCE

The Insurer shall relay any urgent messages which, due to causes covered hereunder, the Insureds need to send.

### SHIPMENT OF MEDICINES

#### TRAVEL ASSISTANCE

The Insurer shall arrange for the shipment of any medicines prescribed urgently for the Insured by a physician, when such medicines cannot be obtained in the place where the Insured went.

### DELAY IN BAGGAGE DELIVERY

#### TRAVEL ASSISTANCE

If the airline delays the delivery of checked baggage for more than 6 hours, the Insurer shall cover any urgent expenses **up to a maximum of 150 € per Insured** subject to of an invoice and previous authorisation.

### MEDICAL ADVISE

#### TRAVEL ASSISTANCE

If the Insured needs during the voyage any medical advice that is not available locally, he/she may consult by phone with the Insurer and the Insurer, through its physicians, will provide advisory information, which may not be used to make a diagnosis.

## SERVICE OF ADMINISTRATIVE PROCEDURES FOR HOSPITAL ADMISSION

### TRAVEL ASSISTANCE

The Insurer shall take care of all administrative procedures to admit the Insured's admission in a Hospital should this be required due to incidents insured hereunder

## FUNDS ADVANCES ABROAD

### TRAVEL ASSISTANCE

If during the foreign voyage the Insured is deprived of cash due to robbery, loss of baggage, illness or accident, the Insurer shall provide an advance of funds **up to a limit of 1,000 €**.

Before advancing such funds collateral will be required in national territory following the Insurer's instructions.

## INFORMATION SERVICE FOR FOREIGN TRAVEL

### TRAVEL ASSISTANCE

The Insurer shall provide the following information, if required by the Insured:

- ♦ Vaccination and visa requests for foreign countries, as well as other requirements specified in T.I.M.'s most recent publication. (Travel Information Manual).  
The Insurer shall not be responsible for the accuracy of information found in the T.I.M. nor for any changes in that publication.
- ♦ Addresses and phone numbers of Spanish Embassies and Consulates around the world, wherever they exist.

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### TRAVEL ASSISTANCE

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- ♦ Vaccination and visa requests for foreign countries, as well as other requirements specified in T.I.M.'s most recent publication. (Travel Information Manual).  
The Insurer shall not be responsible for the accuracy of information found in the T.I.M. nor for any changes in that publication.
- ♦ Addresses and phone numbers of Spanish Embassies and Consulates around the world, wherever they exist.

## FOREIGN COURT BOND – ADVANCE OF FUNDS

### Travel Assistance

In case of a road accident, if the relevant Authority in the country of occurrence demands from the Insured a criminal bail, the Insurer shall anticipate such funds up to a limit of 6,000 €.

The Insured shall sign a statement acknowledging the debt, and shall agree to return it within two months following his/her return to his/her domicile but no later than three months after having requested the advance payment

If the anticipated funds are returned by the same Authorities before the expiry of this term, the Insured shall return them immediately to the Insurer.

The Insurer shall have the right to request the Insured to provide some kind of collateral covering the return of the advanced funds.

## FOREIGN LEGAL DEFENCE EXPENSES – ADVANCE OF FUNDS

### TRAVEL ASSISTANCE

If, as a consequence of a road accident, the Insured needs to hire defence counsel, the Insurer shall anticipate the funds required up to a limit of 900 €.

If the Insured is unable to appoint Counsel the Insurer shall do so for him/her.

However, the Insurer shall bear no liability for this.

The Insured shall sign a statement acknowledging the debt, and shall agree to return it within two months following his/her return to his/her domicile but no later than three months after having requested the advance payment.

## PAYMENT OF FOREIGN LEGAL ASSISTANCE EXPENSES

### TRAVEL ASSISTANCE

Under the benefit of advance funds for foreign legal defence expenses the Insurer shall pay up to 600 € to cover legal counsel fees payable abroad as a consequence of legal assistance deriving from a road accident.

**B) VEHICLE INSURANCE****¿WHICH IS THE TERRITORIAL AREA OF APPLICATION?****TRAVEL ASSISTANCE**

Spain, rest of Europe and countries on Mediterranean coasts,  
From the Insured's usual domicile (km 0).

**TOWAGE****TRAVEL ASSISTANCE**

In case of accident or damage preventing the insured vehicle from moving under its own means, the Insurer shall pay for towing expenses to the shop chosen by the Insured **or up to a limit of 300 €.**

**ROAD TECHNICAL ASSISTANCE****TRAVEL ASSISTANCE**

If the vehicle is immobilized and emergency repairs can be performed at the place where it stands ("emergency repairs" meaning repairs made in no more than one hour that allow the vehicle to proceed under its own means), the Insurer shall pay for such repairs.

**Under no circumstances will the Insurer pay for the cost of parts that should be eventually replaced.**

This cover includes tyre punctures or blowouts.

**RESCUE****TRAVEL ASSISTANCE**

The Insurer shall pay for the rescue or salvage service of the insured vehicle which, while travelling on ordinary roads is unable to run or to be towed due to overturn or fall to a lower level, **up to a maximum amount of 600 €.**

## BENEFITS TO INSURED IF THE VEHICLE IS IMMOBILIZED DUE TO BREAKDOWN OR ACCIDENT

### TRAVEL ASSISTANCE

If the towed vehicle cannot be repaired within the same day, the Insurer shall provide its passengers the most adequate means of public transportation to continue their trip to their domicile or destination, but the cost to reach their destination shall not exceed the cost to reach their domicile.

In any case, the Insurer shall pay only for the cost of one of the two above mentioned journeys Subject to availability and to the Insured's agreement to the terms of the rental contract, one of the means to make this journey can be a rented car, **up to a limit of 150 €.**

If the Insured chooses to wait for his/her vehicle to be repaired at the place where it was towed, instead of continuing his/her journey, the Insured shall pay for the overnight stay **at the rate of 100 € per Insured/day, subject to a maximum of 10 days per Insured.**

The Insured may not choose to stay at a hotel if he/she is less than 50 kilometres from his/her domicile.

## BENEFITS TO THE INSURED IF THE VEHICLE IS STOLEN

### TRAVEL ASSISTANCE

If, as a consequence of the theft of the vehicle, its passengers are unable to return to their domicile, the Insurer shall provide the most adequate means of transportation for them to continue their voyage, after filing the theft report with the relevant authorities.

## TRANSPORTATION OR REPATRIATION OF THE DAMAGED OR STOLEN VEHICLE

### TRAVEL ASSISTANCE

If the vehicle suffering an accident or breakdown cannot be repaired on the same day of the incident or, in case of robbery, if the Insured has already returned to his/her domicile, the Insurer shall pay for the vehicle's transportation to the shop chosen by the Insured at the location of his/her declared domicile or, if non we declared, to the location nearest to such domicile

**In case of a road accident, if the cost to repair the damaged vehicle exceeds its market value, the Insurer shall pay to transport it up to a maximum distance of 150 km.**

The information on the expected immobilization time and repair cost of the vehicle shall be supplied by the shop or the official servicing facility where the vehicle was towed. In case of disagreement the Insured may request, at his/her own cost, an itemized quotation.

Transportation conditions and delivery time shall be decided by the Insurer; delivery time shall not exceed under any circumstances 5 business day within the national, non-insular territory. The above mentioned time shall be taken from the time when the Insured provides the information on the shop where transportation is required.

The Insurer shall pay for boarding and lodging expenses deriving from this cover, up to a maximum of 200 €. Likewise, and with the same limit, the Insurer shall pay for custody expenses arising after the stolen vehicle is recovered.

The Insurer shall also pay for the repatriation of the trailer or caravan in the same cases established for the towing vehicle, subject to a maximum of 200 €.

## INSURED'S TRANSPORTATION TO PICK UP THE VEHICLE

### TRAVEL ASSISTANCE

Once the vehicle has been repaired at the shop where it was towed and, if the Insured continued his/her voyage to his/her domicile or destination, the Insurer shall provide for a means of public transportation so that the Insured or the person he/she appoints may pick up the vehicle after repairs are completed.

Whenever possible, subject to the situation and availability, the Insurer shall offer a coach air ticket.

Alternatively, the Insured may choose for the repatriation of the repaired vehicle, subject to acceptance of the delivery conditions mentioned in item 6.

This option may be applied when the vehicle was repaired after being stolen, whether it is able to run or not.

### DISPATCH OF A PROFESSIONAL DRIVER

#### TRAVEL ASSISTANCE

The Insurer shall send a professional driver to take the insured vehicle and its passengers to the Insured's domicile or place of destination, at their choice, if the days required are the same, and if due to a serious disease, accident or death, the Insured was moved or is unable to drive, and no other passenger can replace him/her as a driver.

The Insurer shall pay only for the expenses incurred by the driver himself/herself.

### SHIPMENT OF REPLACEMENT PARTS

#### TRAVEL ASSISTANCE

If due to accident or breakdown of the insured vehicle replacement parts are required to repair it, and such parts are not available in the incident area, the Insurer shall send them and will pay the transportation expenses.

At the end of his/her voyage, the Insured shall return to the Insurer the funds advanced by the latter to purchase the parts or pay for custom duties.

**The Insurer shall not be required to provide this benefit if the requested parts are not available in Spain.**

### SECURING AND SHIPMENT OF KEY COPIES

#### TRAVEL ASSISTANCE

In case of loss or theft of the keys to the insured vehicle, the Insurer shall send key copies (if the Insured provides the name and location of a person who can provide them) or tow the vehicle to the official service facility for the car make nearest to the place where the incident occurred

### LACK OF FUEL

#### TRAVEL ASSISTANCE

If the vehicle is immobilized due to lack of fuel, the Insurer shall provide enough fuel to reach the nearest gas station and refuel or, subject to availability, shall tow the vehicle to the nearest gas station.

In any case, the Insured shall bear the cost of fuel.

## LEGAL ABANDONMENT OF THE VEHICLE

### TRAVEL ASSISTANCE

If the vehicle market value is less than the repair costs, the Insurer shall pay for the expenses incurred to legally abandon the vehicle at place where it is. If the vehicle cannot be abandoned at that place, the Insurer shall transport it to the country where it can be abandoned.

## REPLACEMENT VEHICLE

### TRAVEL ASSISTANCE

If as a consequence of damages caused by an accident or breakdown, the insured vehicle must be immobilized at the repair shop for more than 7 days, the Insurer shall provide and pay for the cost of a C-class rental vehicle, up to a maximum of 7 days.

## UNINHABITABILITY OF CARAVAN

### TRAVEL ASSISTANCE

If the caravan is rendered uninhabitable due to an accident while being towed by the insured vehicle, the Insurer shall pay the Insureds for hotel lodging expenses up to a maximum of 100 € per Insured and for no more than 3 days.

### III.13.5. WHAT RISKS ARE EXCLUDED FROM THIS COVER?

In addition to the generic exclusions in the voluntary covers taken, the following shall specifically apply to covers regulated by the present insurance:

#### TRAVEL ASSISTANCE

- a) Relapses of chronic diseases and situations deriving from ailments or conditions preceding the commencement of the trip.
- b) Death due to suicide and illnesses or injuries caused intentionally by the Insured to themselves, and those caused by ingesting drugs or those derived from criminal actions committed by the Insured.
- c) Cosmetic treatments and all kinds of eye-glasses, prostheses and orthopaedic devices in general.
- d) Childbirth and pregnancy complications as from the sixth month, as well as periodical obstetric examinations.
- e) Mental diseases as well as diseases and injuries intentionally self-caused by the Insured, and the consequences of the Insured's criminal actions.
- f) Participation in sports competitions and rescue of persons in mountains, seas or deserts.
- h) Medical, surgery, pharmaceutical and hospitalization expenses incurred in Spain less than 100km from the Insured's domicile.
- h) Fuel, repairs and replacement parts expenses.
- i) Breakdown or accidents caused while practicing sports, competitive or training activities.
- j) Transportation of goods and animals.
- k) Losses caused by the Insureds
- l) Benefits not requested from the Insurer, except in force majeure cases or of properly proven impossibility.

### III.13.6. Delivery of services

For the delivery of services it is essential that the Insured should request the Insurer's intervention, as soon as the incident takes place, to ASITUR's 24-hour Permanent Service,

to the following phone numbers:

**902 365 240,**

if they are in Spain

**3491 - 393 90 30,**

if they are abroad

Calls may be made collect, giving the following information: Insured's name, policy number, place and phone number of Insured's location and type of assistance being requested.

In cases when the Insurer is unable to act directly, all expenses incurred by the Insured and covered by this Cover shall be reimbursed **against submission of supporting documents, within a maximum term of THIRTY DAYS.**

### **III.13.7. Additional conditions for this cover**

The Insurer shall subrogate any right and actions of the Insureds or their heirs against any third-party individual or entity as a consequence of the incident that caused the assistance provided, up to the amount of the sums paid by the Insurer.

In particular, this right may be exercised against transportation companies regarding the reimbursement of unused portions of tickets.

All compensations established for covers included herein shall be, in all cases, complementary to any contracts the Insured may have covering the same risks, to Social Security benefits or to any other group protection system.

## **III.14. WITHDRAWAL OF LICENCE**

### **III.14.1. Coverage**

Subject to express inclusion in the Specific Conditions hereto, the Insurer agrees to pay a monthly compensation in the amount stated in said Specific Conditions, if at the time of the incident the Insured's driving licence is temporarily withheld or removed as a penalty under the provisions of the Transit, Motor Vehicle Circulation

and Road Safety Act approved by Royal Decree 339/1990 dated March 2, or deriving from a Court Final Judgment as a consequence of a driving incident caused exclusively by the Insured's recklessness, fault or negligence.

**Further to the above, it is expressly stated that this cover includes the compensation (during the period stated hereunder) for the temporary deprivation of the driving licence by decision of a government agency when a high blood alcohol level is detected in the Insured because he/she exceeded the limits established by current legal provisions.**

The Insurer is also obliged to pay the monthly compensation, the amount of which is established in the Specific Conditions, should the Insured lose all their points and have their Driving Licence revoked by governmental penalty stipulated in Law 17/2005, of 19 July 2005, which governs driving licences by points and in Royal Decree 62/2006, of 27 January 2006, which amends the General Regulations for Drivers.

### **III.14.2. The Insured**

The insured will be the principal driver named in the Specific Conditions of the policy due to the temporary withholding or removal of their Driving Licence, or the Ban from Driving due to the total loss of points for driving any vehicle that requires the same Driving Licence as that required for driving the vehicle insured by the policy.

### **III.14.3. Type of contract and duration of the compensation**

Depending on the type of contract stipulated in the Specific Conditions, the

period for the payment of compensation is limited to:

#### **III.14.3.1. SPECIFIC Type**

The payment of monthly compensation is **limited to the period of time of the withholding, withdrawing or revoking of the Driving Licence by a loss of points with the maximum limit of NINE (9) MONTHLY PAYMENTS**, except in the case of governmental decision, passed through administrative channels, as a consequence of having detected a level of alcohol in the Insured, for which the limit will be **THREE (3) MONTHLY PAYMENTS**.

#### **III.14.3.2. PROFESSIONAL Type.**

The payment of monthly compensation is **limited to the period of time of the withholding, withdrawing or revoking of the Driving Licence due to a loss of points with the maximum limit of TWENTY-FOUR (24) MONTHLY PAYMENTS**, except in the case of governmental decision, passed through administrative channels, as a consequence of having detected a level of alcohol in the Insured, for which the limit will be **THREE (3) MONTHLY PAYMENTS**

#### **III.14.4. What is the sphere of application of this cover?**

Incidents occurring in Spain

#### **III.14.5. What is the maximum insurable amount?**

Being an insurance aimed to mitigate economic losses according to the cover's

goal, the insurable amount shall never be higher than the average monthly income of the Insured in his trade or profession, so that this insurance shall never provide an improper profit.

If the insured monthly compensation amount exceeds the monthly income mentioned above, any of the parties hereto may demand the reduction of the insured amount and the premium, and any excess premium collected shall be returned to the Insured. **In case of loss, the Insurer shall not pay more than the above mentioned monthly average amount.**

If there is more than one insurance covering a compensation for the temporary deprivation of the driving licence, thus causing in the aggregate an over-insurance, **this policy shall cover only that proportional share that its insured benefit bears to the other written policies, subject to the aggregate compensations of all policies not exceeding the actual loss, estimated in relationship to the Insured's average monthly income.**

#### **III.14.6. What risks are excluded from this cover?**

Apart from the generic exclusions for the voluntary contracting guarantees, cases of temporary withdrawal or withholding of the Driving Licence, or the Revoking of the Driving Licence due to the total loss of points, will apply specifically to this guarantee, when any of the following circumstances occur:

- a) Incidents occurring before the commencement of this contract.
- b) When the driver is criminally convicted

for driving under the influence of alcoholic beverages, drugs, toxic substances or narcotics, or when the driver is criminally convicted for drunken driving or if the criminal sentence against the Insured cites this circumstance as a determining and/or contributory cause to the accident.

- c) Incidents occurring while the vehicle has been stolen from the owner or usual driver.
- d) Incidents occurring while driving in violation of a previous driving licence withdrawal order.
- e) Incidents occurring while escaping from a claim event or by not helping persons injured in an accident.
- f) Ban from driving as the result of an enforceable judicial sentence pronounced for a crime against traffic safety or for any international or reckless act.

#### **III.14.7. Specifics steps to be taken in case of a claim event**

- a) In order to pay the monthly compensation for the Driving Licence removal, the Insurer must have documentary evidence of the actual temporary removal of the Licence.
- B) The Insurer reserves the right to appeal, if appropriate, the government penalty.

#### **III.15. POINT RECOVERY COURSES**

**III.15.1.** If the Driving Licence is revoked due to a total loss of points, REALE is obliged to reimburse the named principal driver the cost of enrolment on the road awareness and re-education course and the fees for examination rights established by Law.

If the insured does not pass the examination at the first sitting, REALE WILL NOT REIMBURSE the cost of the additional training course, or the cost of the examination fees.

To make reimbursements, the insured will present the invoices that accredit completion of the course. They must also provide notification issued by the corresponding Provincial Traffic Department which states that the driving licence is no longer in effect and which shows the history of the insured's driving licence by points.

**III.15.2.** In the event of a partial loss of points, REALE is obliged to reimburse the principal named driver the cost of enrolment on the road awareness and re-education course established by Law.

To make reimbursements, the insured will present the invoices that accredit completion of the course. They must also provide the certificate issued by the corresponding authority which shows the history of the driving licence by points.

**III.15.3.** The cost of the courses indicated in Points 1 and 2 will be the one established by the TRAFFIC DEPARTMENT. **The maximum number of courses for which compensation will be paid will be 1 (ONE) during the insurance year.**

**III.15.4.** Reimbursement for the enrolment cost and examination fees in Points 1 and 2 are EXPRESSLY EXCLUDED, when the PARTIAL or TOTAL loss of points is caused by traffic violations that occurred BEFORE this contract came into effect.

### **III.16. COMPENSATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS.**

In accordance with the provisions established in the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October 2004, and amended by Law 12/2006, of 16 May 2006, insurance contract holders who must pay excesses in favour of the above public business organisation have the authority to arrange extraordinary risk cover with any insurance company that meets the conditions required by current legislation. Compensation derived from losses caused by extraordinary events that happen in Spain and which affect the risks in it and also, for personal insurance, losses that occurred abroad when the insured has their usual place of residence in Spain, will be paid for by the Insurance Compensation Consortium when the policyholder has paid the corresponding excesses in their favour and any of the following situations occur:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company in question.
- b) That, even though they are covered by this insurance policy, the obligations of the insurance company cannot be met as it has been legally declared bankrupt or subject to a liquidation procedure in which the Insurance Compensation Consortium is participating or which it is undertaking.

The Insurance Compensation Consortium will adjust its actions to meet the provisions of the above Legal Statute, of the Insurance

Contract Law 50/1980, of 8 October 1980, of the Extraordinary Risks Insurance Regulation, approved by Royal Decree 300/2004, of 20 February 2004, and additional provisions.

## **I. SUMMARY OF LEGAL REGULATIONS**

### **1. EXTRAORDINARY EVENTS COVERED**

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including violent seas), volcanic eruptions, atypical cyclonic storms (including extraordinary gusts of winds above 135 km/h and tornadoes) and meteorite showers.
- b) Those caused violently as a result of terrorism, rebellion, sedition, mutiny and civil uprising.
- c) Events or actions by the Armed Forces and the State Security Forces and Corps in peacetime.

### **2. EXCLUDED RISKS**

- a) Those which do not give rise to compensation according to the Insurance Contract Law.
- b) Those caused to persons or property insured by an insurance contract other than those in which a surcharge in favour of the Consorcio de Compensación de Seguros is compulsory.
- c) Those due to vice or defect proper in the item insured, or manifest lack of maintenance.
- d) Those caused by armed conflict, even where there has been no prior official declaration of war.

e) Those derived from nuclear energy, without prejudice to the provisions of the Nuclear Energy Law 25/1964, of 29 April 1964. Notwithstanding the above, all direct damage caused in an insured nuclear facility will be included when it is the result of an extraordinary event affecting the facility proper.

f) Those due to the mere action of time and, in the case of property totally or partially submerged on a permanent basis, those due to the mere action of the tides or normal water currents.

g) Those produced as a result of natural phenomena other than those indicated in Art. 1 of the extraordinary risk insurance regulations, and particularly, those stemming from elevation of the phreatic level, movements of mountainsides, the displacement or settling of land, the breaking loose of rock, and similar phenomena, except those manifestly caused by rain water, which, at the same time, create an extraordinary flooding situation in the zone in question and are produced simultaneously to said flooding.

h) Those caused by riots which occur during meetings and demonstrations conducted in accordance with the provisions of Constitutional Law 9/1983, of 15 July 1983, which governs the right of assembly, and during the course of legal strikes, except where the above actions can be classified as extraordinary events in accordance with Article 1 of the Extraordinary Risk Insurance Regulation.

i) Those caused by bad faith on the part of the Insured.

j) Those deriving from accidents occurring during the excess period established in article 8 of the Regulations on the Insurance of Extraordinary Risks.

k) Those corresponding to accidents occurring prior to the payment of the first premium or when, pursuant to the stipulations of the Insurance Contract Law, the cover provided by the Consorcio de Compensación de Seguros is suspended or the insurance is extinguished due to a failure to pay premiums.

l) Indirect damage or loss deriving from direct or indirect damage, other than the loss of profit as outlined in the Regulations on the Insurance of Extraordinary Risks. In particular, this cover does not include loss or damage suffered as a result of an external power failure or surge, flammable gases, fuel oil, diesel or other fluids, or any indirect loss or damages other than those indicated in the previous paragraph, even though such alterations may derive from a cause included in the cover for extraordinary risks.

m) Accidents which, given the size and seriousness thereof, are classified by the National Government as “catastrophe or national calamity».

### 3. DEDUCTIBLE

In the case of direct damage to things (except cars and homes and their residents' associations), the excess to paid by the insured

will be 7% of the amount of the compensatable damages caused by the loss.

In personal insurance policies, there will be no deductions in respect of excess.

In the case of loss of benefits cover, the excess to be paid by the insured will be the one set out in the policy for the loss of benefits in ordinary losses.

#### **4. EXTENSION OF COVER**

The extraordinary risks cover will apply to the same people and assets and sums insured that have been established in the policy for the purposes of ordinary risks. However, in the policies that cover own damages to motor vehicles, the Consortium guarantees

the totality of the insurable interest even though the policy only partially does so.

In life insurance policies which, in accordance with the provisions of the contract, and in accordance with the rules regulating private insurance, generate mathematical provision, the cover of the Consortium will refer to the risk capital for each insured, i.e., to the difference between the insured sum and the mathematical provision which, in accordance with the above rule, the insurance company that will have issued it must have constituted.

The amount that corresponds to the above mathematical provision will be paid by the above insurance company.

### IV.1. WHAT SHOULD BE DONE IN CASE OF A CLAIM EVENT?

You must inform the Insurer as soon as possible, within a maximum of 7 days.

You must also notify the Insurer about any court, private or administrative notice that reaches you or which you are aware of, relating to the claim event.

You shall provide all the information on the particulars and consequences and shall use all available means to minimize the consequences of the claim event.

The claim event shall be notified:

- ♦ At the Insurer's offices or through your Broker.
- ♦ You can communicate any type of loss on **902 400 900**, except for the services that are provided through the TRAVEL ASSISTANCE guarantees, which must be requested on **902 365 240**.

In the event of loss due to FIRE OR THEFT, this must be reported to the competent authority.

The Insured shall under no circumstances negotiate, admit or reject any third party claims, unless expressly authorised by the Insurer, and shall not settle or desist from any claims against any party causing the

Insured bodily injuries or material damages without the Insurer's authorisation.

### IV.2. URGENT REPAIRS

The Insured may carry out urgent repairs on the insured vehicle's windows, windshield wipers, lights and the steering wheel locking device, in order to keep using the vehicle.

The repair bill shall be attached to the claim event notice, and the Insurer shall reimburse this amount if the damages are covered under the purchased insurance.

### IV.3. HOW IS A CLAIM EVENT REFUSED?

Whenever the Insurer decides, based on the rules of the policy, to reject a claim, it must communicate this in writing to the Policy-holder and/or Insured, stating the reasons for rejection.

If rejection of the claim should be found to be legally founded following payments charged to the Insurer, the latter may claim from the Insured the sums satisfied or those that, by virtue of bail/bond the Insurer may have had to pay.

#### IV.4. WHAT ARE THE INSURED'S LIMITATIONS IN CLAIM EVENTS?

The Insured shall not negotiate, admit or reject any third party claims relating with claim events covered by this Policy unless expressly authorised by the Insurer.

#### IV.5. WHO HAS THE RIGHT TO SETTLE?

The Insurer may settle at any time with the damaged parties the amount of their claimed compensations, within the insurance limits of this policy.

#### IV.6. WHAT BENEFITS WILL THE INSURER PROVIDE UNDER STATUTORY AND VOLUNTARY THIRD-PARTY COVERS?

Within the limits established in the Specific Conditions, the following will be paid for by the Insurer:

- a) Pay the damaged parties or their successors the compensations arising from the Insured's or the driver's third party liability according to the insurance cover herein.
- b) provide third-party bonds required from the Insured or the driver by a Court order, up to the insured amount under the Third Party cover. If the Court demands a joint bond for third party and criminal liabilities, the Insurer shall post as third part bond the half of the aggregate bond required, without prejudice of the provisions of cover 3. LEGAL PROTECTION:
- c) Direction of legal proceedings, including the relevant expenses **subject to an overall maximum of 3,000 €**, excepting fines or personal penalties arising from the damaged party's claim; appointment of counsel to defend and represent the Insured in any le-

gal proceedings against him/her for third party claims covered herein, even if the claims are unfounded.

The Insured shall cooperate as required with the defence, and agrees to any powers of attorney and personal assistance that might be needed.

The Insurer may provide (subject to the Insured's agreement) defence and representation services in criminal causes. Irrespective of the judgment or the results of the court proceedings, the Insurer reserves the right to apply any legal resources against such judgment or result, or abide by it.

The Insurer shall inform the Insured if it considers that the appeal is unsuitable. In such case, the Insured shall be free to file such appeal on his/her own account. If the appeal succeeds, the Insurer shall reimburse any legal fees and expenses (including legal fees) arising from such proceedings, **up to maximum aggregate limit of 3,000 € for all items and instances.**

In case of any conflict between the Insured and the Insurer because the latter must support in the claim event any interests contrary to the Insured's defence, the Insurer shall notify this to the Insured, without prejudice of taking all stems which, due to their urgency, are required for the defence. In such case, the Insured may choose between continuing with the legal defence provided by the Insurer or entrust his/her defence to another party, in which case the Insurer shall bear the expenses if the claim succeeds.

In all cases considered in this item the Insurer shall pay for the fees of the professionals appointed by the Insured as provided by the regulations of the relevant

Professional Associations. **However, these fees shall never exceed 3,000 € which is the maximum insured amount for all items or instances, and any excess shall be paid by the Insured.**

#### **IV.7. WHAT ARE THE POLICY-HOLDER'S OR INSURED'S INFORMATION DUTIES?**

The policy-holder or the Insured shall also notify the Insurer within twenty-four hours about any court, private or administrative notice reaching them or which they are aware of, relating to the claim event, as well as any information on the particulars and consequences of said event.

In particular, they shall inform within the above term the service of any claim and summons to any hearing of the Oral Proceedings regulated by the Civil Trial Act 1/2000. In case of breach of this duty, the right to compensation shall be lost only in case of fraud or gross negligence. In such case, the Insurer may demand from the Policy-holder or the Insured of any payments the Insurer made or was required to make.

#### **IV.8. ARE SUBROGATION RIGHTS AVAILABLE?**

In Civil Liability guarantees, when compensation has been paid, the Insurer may conduct an action for recovery against:

- ♦ The third-party liable for the damages
- ♦ The driver, vehicle owner and the Insured, if the damage was caused by their misconduct or by any other exclusions they may be charged with.
- ♦ The Policyholder or Insured, due to reasons derived from the policy and any other event

where actions for recovery occur in accordance with the Laws.

#### **IV.9. WHAT HAPPENS IF THERE IS A RECOVERY?**

If recoveries are obtained after a claim event, the Insured must inform them to the Insurer within five days after becoming aware of them. The Insurer may deduct such recoveries from the compensation or claim them from the party that received them.

#### **IV.10. HOW IS THE AMOUNT OF DAMAGES ASSESSED?**

##### **IV.10.1. In Third Party Liability**

As agreed with the damaged party or his/her representatives, or as established by Court judgment. Compensations arising from damages to persons and covered by this policy shall be established applying the valuation System included in the Annex to the Motor Vehicle Circulation Third Party Liability and Insurance Act on damages caused to persons in road accidents.

##### **IV.10.2. In other situations**

In the covers for:

- ♦ Damages to the vehicle itself,
- ♦ Fire,
- ♦ Theft,
- ♦ Windshield/rear window breakage,
- ♦ Total Loss

1. The claim event shall be inspected and the valuation of its consequences will be mutually agreed through assessment within 3 business days after receiving the claim event statement, as long as the nature of the damages allows for it and the repair shop has been appointed.

2. In case of partial damages, damage valuation shall be based on the cost of repair or replacement, as applicable. However, this cost shall not exceed the limit established for each insurance year - annex IV.11. LIMIT OF COMPENSATION.
3. If an agreement between insurers apply and the affected cover is subject to a deductible, the deductible shall not apply.

**IV.11. LIMITS TO COMPENSATIONS FOR DAMAGES**

**IV.11.1. In Third Party Liability**

- a) Mandatory insurance. The monetary limit stated in current legal regulations.
- b) Voluntary insurance. Up to the limit for this cover stated in the specific Conditions of this contract.

**IV.11.2. In Damages to the own vehicle, Fire, Robbery, Total loss**

If as a consequence of a claim event the repair costs exceed 75% of the insured amount at the time of the occurrence as provided in the next paragraph, the claim shall be considered as a total loss, and the value of the remains that shall remain the Insured's property shall be deducted from the compensation.

In case of total loss the vehicle value shall be:

- a) 100% of the vehicle's replacement value, during the first two years since the unit's first registration.
- b) Market value plus 50% of the difference between the vehicle's replacement value and market value, during the third year since the unit's first registration.

- c) Vehicle market value as from the fourth year.

**IV.11.3. Windshield/rear window breakage**

In case of replacement, windshields and rear windows will be valued at their actual replacement cost, including accessories and fitting costs.

**IV.11.4. Other guarantees**

Up to the specific limits stated in each cover.

**IV.12. INTERVENTION OF EXPERTS**

**IV.12.1. When are experts appointed?**

If an amicable appraisal agreement cannot be reached, within the 40 days following receipt of the claim statement, each party may appoint an expert, acceptance of whom must be verified in writing.

If either party should fail to do so, the other party may put in a formal request in this sense, and an expert must then be appointed within the 8 days following said request, with failure to appoint one in that time lapse being considered as binding acceptance of the decision of the other party's expert.

**IV.12.2. How is agreement among experts reflected?**

If the two experts reach an agreement, they shall file a joint report reflecting the causes of the claim event, the valuation of the damages and detailing all other circumstances influencing their determination of compensation and proposing a cash amount for same.

### IV.12.3. What happens when the experts disagree?

When the two experts fail to reach a consensus, a third expert shall be appointed, and if one cannot be named by mutual agreement, the Common Pleas Judge with jurisdiction over the place where the insured properties are located shall appoint one. The experts' report shall be issued within the period set by the parties, or otherwise, within 30 days of their appointment.

The decision of the experts, whether unanimous or by majority, shall be reported immediately and indubitably to the Policyholder and to the Insurer and shall be binding for both, except when judicially challenged, within 180 days for the Policyholder and within 30 days for the Insurer. If by the end of those periods no challenge is produced, the experts' decision shall be final.

### IV.12.4. Who pays the experts?

Each party shall pay their respective expert's costs and the costs of the third one shall be equally divided between Insured and Insurer.

## IV.13. PAYMENT OF COMPENSATION

The Insurer shall pay the compensation immediately after completing the investigations and the expert surveys required to establish the existence of the claim event and, if applicable, the amount of damages arising therefrom. In any case, within forty days after receiving the claim event statement, the Insurer shall pay the minimum amount it may have to pay, according to the circumstances the Insurer is aware of.

### IV.13.1. ¿What happens if the payment of compensation is delayed?

If the Insurer is in arrears in the provision of the benefit to the Policyholder or Insured and, in particular, to the damaged third party under the Third Party liability cover, the compensation will be adjusted as follows, pursuant to article 20 of the Insurance Contract Act:

- 1.st. It will be understood that the Insurer is in arrears if it did not provide the benefit within three months from the date of the claim event or did not pay the minimum amount it may have to pay within forty days from the reception of the claim statement.
- 2nd. The official delinquency assessment shall be established by the Court, and will be the payment of an annual interest equal to the legal interest on money in force at the time interest is earned, plus 50 percent. interests shall be considered as earned on a daily basis, without any legal claim. However, after two years from the occurrence of the claim event, the annual interest shall be no less than 20 percent.
- 3rd. **Interest shall be computed as from the date of the claim event.** However, if neither the Policyholder, the Insured nor the Beneficiary has complied with the duty to report the claim event within the term established in the policy or within seven days from the time he/she became aware of it, interests shall be computed from the date when the claim event was reported. As regards the damaged third party or his/her heirs, the provisions of

**paragraph one of this item shall apply if the Insured proves that he/she was not aware of the claim event before the claim was made or the action was filed by the damaged party or his/her heirs, in which case interests shall be computed from the date such claim was made or such legal action was filed.**

**4th. Compensation for the Insurer's delinquency shall not apply when the compensation or the minimum amount were not paid was for a justified cause or are not chargeable to the Insurer.**

Notwithstanding the above, and regarding Mandatory Insurance, Third Party Liability Insurance, delinquency interests shall not be charged against the Insurer if compensations were paid or deposited with the relevant first instance Court to know the legal procedures arising from the claim event, within three months following such event. The court deposit can be made in cash, through a joint and several guarantee without expiration and payable at first request issued by a financial institution or a reciprocal guarantee association or through any other means which, in the Court's opinion, assures the immediate availability of the deposited amount.

If victims of personal damages must endure them for more than three months or if an exact valuation of said damages cannot be established for court deposit purposes, the court, considering the circumstances of the case and the opinions and reports it may require, shall decide if the amount deposited by the Insurer is sufficient or should be increased, considering the criteria and within the compensation limits established in the

Annex to the Motor Vehicle Circulation Third Party Liability and Insurance Act There shall be no remedy against the court decision.

If after an acquittal verdict or any other court decision ending criminal proceedings either provisionally or finally, including an order to return to the Insurer the deposited amount or cancel any other kind of deposit, civil proceedings are filed to obtain the compensation owed under the insurance, article 20.4 of the Insurance Contract Act shall apply, unless de compensation amount is deposited again at Court within ten days following the notice to the Insured of the commencement of proceedings.

#### **IV.14. WHAT HAPPENS IF THERE IS MORE THAN ONE INSURANCE?**

A) When two or more contracts entered into by the same Policy-holder with different insurers cover the consequences of the same risk on the same interest and during an identical time period, the Policy-holder or the Insured must, unless otherwise agreed, notify each Insurer about the other insurances in force. If this notice is omitted fraudulently and if there is an over-insurance, Insurers are not required to pay the compensation.

The Policy-holder or the Insured shall notify each Insurer of the occurrence of a claim event, stating the name of the other insurers.

Insurers shall contribute to the compensation payment in the same proportion as their insured amount bears to the compensation, without exceeding the amount of damages. Within this limit, the Insured may request each Insurer the owed compensation under the relevant contract. The Insurer who paid an amount exceeding its share may recover from the other Insurers.

B) As regards THIRD PARTY LIABILITY, if more

than one party suffers material damages from one same claim event covered by a single insurance, and the aggregate compensations exceed the insurance limit, the rights against the Insurer of each damaged party shall be reduced in the same proportion as the damages such party endured.

If third party damages arise as a consequence of a single claim event involving two or more vehicles covered by this mandatory insurance, each Insurer of the vehicles causing the damages shall contribute to the performance of the obligations arising from such event, considering if possible the significance of each contributory negligence and, if such cannot be established, in proportion to the power of the vehicles involved, or pursuant to what may have been agreed under agreements between insurers, if any.

If the two vehicles involved are a vehicle and a licenced trailer attached to it, and the significance of the contributory negligence cannot be established, each Insurer shall contribute to the performance of the obligations pursuant to what has been agreed under agreements between insurers, if any, or if no such agreement exists, in the same proportion of the annual risk premium of each vehicle named in the insurance policy.

#### **IV. 15. PROCEDURE IN CASE OF A CLAIM EVENT COVERED BY THE INSURANCE COMPENSATION CONSORTIUM**

In the event of a loss, the insured, policyholder,

beneficiary or their respective legal representatives, directly or through the insurance company or insurance broker, must, within seven days of having knowledge of it, communicate the occurrence of the loss to the relevant regional office of the Consortium, depending on where the loss took place. Communication will be made on the model established for this purpose, which is available on the Consortium's website ([www.conorseguros.es](http://www.conorseguros.es)), or at its offices, or those of the insurance company, to which must be have attached the documentation that is required, depending on the nature of the damages or injuries.

The remains and traces of the accidents must be preserved for the adjusters and, if absolutely impossible, documentation must be presented evidencing the damage, such as photographs, notarial deeds, videos or official certificates. All invoices corresponding to damaged property whose destruction could not be delayed will also be kept.

Such measures as are necessary must be taken to reduce the damages.

The assessment of the loss deriving from extraordinary events will be performed by the Consorcio de Compensación de Seguros, and it is not bound by any assessments made, as the case may be, by the Insurance company covering ordinary risks.

To clarify any queries which may arise with regard to the procedure to be followed, the Consorcio de Compensación de Seguros has the following help line for the insured: **902 222 665**.



At the end of each annual period the «BONUS MALUS» system shall be applied to this contract, in accordance with the following regulations:

1) The following Bonus-Malus levels apply:

- ♦ **CIVIL LIABILITY LEVEL** that applies on Mandatory Third Party and Voluntary Third Party insurances
- ♦ **MATERIAL DAMAGES LEVEL** which applies on own vehicle Damages and Total loss both levels apply independently.

2) The scale of levels is divided in three zones:

- ♦ Malus Zone: with 5 levels and a maximum 50% surcharge
- ♦ Neutra Zone: 1 level with no return or surcharge
- ♦ Bonus Zone: With 23 levels and a maximum 60% return

3) When the policy is purchased and based on the information supplied on insurance age and loss experience, following the Insurer's rules, a **CIVIL LIABILITY LEVEL** and a **MATERIAL DAMAGE LEVEL** shall be assigned (if this system is purchased)

4) Each of the above levels shall be changed at the end of each annual period, based

on the claim events declared to the applicable covers.

5) All claim events affecting the above covers shall be admissible.

- ♦ when fault falls on the insured vehicle
- ♦ when the third party causing the loss is not fully identified.

6) The period of loss experience observation shall be the 12 months preceding the date of premium calculation for each annual expiry.

7) Bonus-Malus calculation in consecutive annual periods:

- ♦ If no computable claim event is declared during the annual period, the level applied in the preceding year shall be increased by one level. The percentage belonging to this new level shall apply on premiums of the preceding annual period belonging to the covers affected by the Bonus-Malus, and its amount shall be considered to calculate the premium for the new annual payment.
- ♦ If a computable claim event is declared during the annual period, one level will be dropped for each claim event. The percentage belonging to this new level shall

apply on premiums of the preceding annual period belonging to the covers affected by the Bonus-Malus, and its

amount shall be considered to calculate the premium for the new annual payment.

### VI.1. HOW ARE CONFLICTS BETWEEN PARTIES SOLVED?

Conflicts between parties arising in connection with the present contract may be solved:

- ♦ By competent judges and courts
- ♦ By written claim to

Customer Attention Service  
14-16, Santa Engracia St.  
28010 Madrid

who will acknowledge it in writing and will resolve it in writing, stating the cause for the decision.

If 6 months should elapse from the moment of presentation of the claim to the Customer Attention Service with no resolution from this Service, or if admission of the claim has been expressly denied or rejected, the Dirección General de Seguros y Fondos de Pensiones (General Administration of Insurances and Pension Funds) may be addressed according to

legislation in force.

### VI.2. AUTO INSURANCE BACKGROUND FILE

In virtue of the authorisation granted by Act 30/1995, the Unión Española de Entidades Aseguradoras y Reaseguradoras (Spanish Union of Insurance and Reinsurance Entities) (UNESPA) has created a historical Insurance index for the rating and selection of risks, constituted by information provided by the Insurance Entities. You are hereby advised that data concerning your automobile insurance and related claim events corresponding to the past five years will be submitted to this common index if available. Should the Insured wish to exercise rights of access, rectification, cancellation or opposition, he may apply to:

TIREA  
C/ García de Paredes, 55  
28010 Madrid

providing proper identification by national ID, Passport or Residence Card

### DATA PROTECTION

In accordance with the Organic Law for the Protection of Data of a Personal Nature, No. 15/99, we hereby inform you that your data, including those regarding health, shall be incorporated into a file for which REALE, SEGUROS GENERALES, S.A. shall be responsible. at whose legal address you may exercise your rights to access, rectification, cancellation and opposition. Said data shall be utilized for the execution of the insurance contract. They may also be used for provision of commercial information regarding other insurance products marketed by REALE, and they may be ceded to other subsidiaries or firms associated with REALE, so that these might also provide information on financial or insurance products or services. The policy-holder hereby

waives the right to be informed of the cession of data, which is provided by virtue of this authorisation.

If you do not wish to receive commercial information, please call 900 101 480.

Furthermore, the data may be used for the development of user profiles by REALE's Marketing Department, and the development of customer satisfaction studies, and even, as a means of discovering the reasons for your withdrawal for the company.

We further inform you that personal data provided shall be subject to provision to other Insurance Institutions, common files or public agencies related to the insurance sector, for statistical purposes, as part of anti-fraud efforts or for the purposes of co-insuring or reinsuring risk.

### THE POLICYHOLDER AND/OR THE INSURED

### THE INSURER

