

## 11 ROADSIDE ASISTANCE

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

**Insureds:** The insured (owner) or regular driver, providing s/he is a natural person residing in Spain, his/her spouse, ascendant or descendent relatives to the first degree and any other individuals who, irrespective of the degree of consanguinity, form a part of the family unit and live with the insured, even if travelling separately and by any means of transportation, as long as the trip does not exceed 90 days, and, in the event of an accident or malfunction affecting the insured vehicle, all passengers in it, limited to the maximum number of authorized seats, excluding hitchhikers.

**Request for service: In order to receive services, when the event occurs, the insured must request the insurer's assistance through the permanent 24-hour help centre, using the telephone numbers listed on the card s/he will be given to this end.**

The insured will not be entitled to any subsequent right to reimbursement or compensation whatsoever for services not requested or arranged by agreement with the insurer.

**Insured vehicle:** The vehicle that is the object of the insurance contracted with the insurer and, where applicable, the trailer or caravan, up to a total weight of 3,500 kg.

**Accident:** Any event resulting from a fortuitous, sudden and violent cause that damages the vehicles in such a way as to impede the subsequent transit thereof.

**Territorial scope:** The covers of this insurance are valid, for persons, anywhere in the world and, for the vehicle, in Europe and other countries of the Mediterranean Basin, subject to the limits established in the policy.

**The covers under this class of insurance will be applicable as of KM 0, that is, from the insured's own place of residence.**

### 11.1. Assistance to the vehicle and its passengers

#### 1. Technical assistance on roadways as of km "0" (the residence)

Should the vehicle be rendered immobile, and should it be possible to perform an onsite emergency repair, understood to mean that, within a period of no more than one hour, it would be possible to drive the vehicle without assistance, the insurer will bear the cost of the repair **up to a limit of 100 euros.**

Under no circumstances will the insurer bear the cost of any parts that may ultimately need to be replaced.

#### 2. Towing as of km (the residence)

When the vehicle cannot be repaired "in situ", the insurer will bear the cost of towing it to the official garage for its make, nearest to the spot where the accident occurred or the one chosen by the insured, provided that, in case of the latter, the chosen garage is within a maximum distance of 100 km. It will also provide towing services to so-called "4x4" or "cross-country" vehicles when such services are required off public roadways, provided that access to the vehicles is licit and possible.

The Insurer will bear only the transport costs as such, to the exclusion of any others, such as those for replacement parts, repair work, the forwarding of baggage, personal items, etc.

#### 3. Rescue as of km "0" (the residence)

The Insurer will pay for the rescue or salvage service to recover the insured vehicle if, while driving on regular roadways, it is rendered impossible to drive or tow as a result of overturning or falling to a different level, **subject to a limit of up to 300 euros.**

#### 4. Benefits for the insured in case of immobilisation of the vehicle due to breakdown or accident

##### Hotel expenses

When the immobilised vehicle cannot be repaired the same day and, in accordance with the manufacturer's guidelines, the repair will take more than 2 hours to complete, the insurer, while awaiting the repair, will bear the cost of accommodation and breakfast in the town where the insured vehicle is located at a three-star hotel or equivalent establishment, if in Spain, or a four-star hotel or equivalent establishment, if abroad, or 61 euros per person, until the repair has been completed and **for a maximum of 4 nights.**

##### Transportation or repatriation of the insureds

If the immobilisation of the vehicle lasts more than one day (or overnight), and provided

the insured does not make use of the "Hotel expenses" cover, the insurer will bear the costs of transportation for the insureds (airplane, train and bus tickets) to their place of residence or, should they so choose, to their original destination, provided the cost does not exceed that of the return trip home, or it will provide the insureds with a rental vehicle **up to a maximum cost of 300 euros** (subject to availability and fulfilment of the conditions of the rental contract). The rental vehicle option is not applicable to vehicles used for the public transportation of people.

#### **5. Benefits for the insureds in case of theft of vehicle**

Should the vehicle be stolen, the benefits described in the preceding paragraph will apply from the time the theft is reported to the relevant authorities.

#### **6. Transport or reparation of the damaged or stolen vehicle**

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

#### **Expenses for transporting the vehicle to the residence of the insured.**

If the actual cash value of the insured vehicle on the Spanish market just prior to the accident or breakdown was less than the cost, also in Spain, of the necessary repair the insurer will bear only those costs for the lawful abandonment of the vehicle in the place where it is currently located and, should this be Spain, will proceed to transport it to the nearest scrap yard.

#### **Expenses incurred for board and lodging or escorts in relation to the transported vehicle up to a maximum of 160 euros**

The Insurer will bear only the transport expenses, to the exclusion of all others (baggage forwarding, repair work, etc.).

#### **7. Transportation of the insured to pick up the repaired vehicle**

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

#### **8. Dispatch of professional chauffeur**

The insurer will dispatch a professional driver to transport the insured vehicle and its passengers to the insured's place of residence or, should the passengers prefer, to the original destination, provided the same number of days are required to get there, if, due to serious illness, accident or death, the insured has been taken away or rendered unfit to drive and no other passenger can take his/her place as driver.

The insurer will bear only the expenses incurred for the chauffeur him or herself, to the exclusion of all others (petrol, vehicle maintenance, tolls, hotel and restaurant expenses for the insured and/or passengers, etc.).

#### **9. Dispatch of replacement parts**

Should the insured vehicle, as a result of an accident or breakdown, require replacement parts that are not available in the area where the accident or breakdown occurred, the insurer will bear the cost of dispatching said parts and the corresponding transportation expenses.

The insured, upon returning from his/her journey, will reimburse the insurer for any advances it may have made for the purchase of parts or payment of customs duties.

#### **10. Obtaining and sending copies of keys abroad**

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

#### **11. Legal defence in case of traffic accident abroad**

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

## **12. Posting of criminal bail bonds abroad**

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

In this case, the insured must sign a document acknowledging the debt, undertaking to repay the sum within two months following his/her return to his/her place of residence or, at all times, within three months of making the request.

**The maximum sum to be advanced for this cover is 6,100 euros.**

The insurer reserves the right to request some sort of bank or other guarantee to ensure repayment of the advanced amount.

## **13. Advance of funds abroad**

Should the insured, while travelling abroad with the insured vehicle, find himself without cash as a result of theft, lost luggage, illness or accident, or should the vehicle break down and the insured require funds to pay for its repair, the insurer will arrange to send him/her **up to 1,550 euros** so that s/he can make the necessary payments, providing s/he first deposits this sum at the insurer's registered offices by means of a third party.

## **THE FOLLOWING IS NOT COVERED:**

- a. Restaurant and hotel expenses, except where expressly provided for in the foregoing articles, and expenses for petrol, repairs to the vehicle, the theft of luggage or equipment, personal items or the vehicle's built-in accessories.
- b. Taxi expenses, except for those provided for in Cover 4 (Transportation or repatriation of the insured) or those expressly authorised by the insurer.
- c. Benefits for hitchhiking passengers.
- d. Benefits for vehicles that have been abandoned.

## **11.2. Assistance to persons**

### **1. Medical transportation or reparation of injured or ill individuals**

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

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

The means of transportation used in Europe and countries bordering the Mediterranean, when the urgency and seriousness of the case so require, will be a special air ambulance. In other cases, or in the rest of the world, the transportation will be arranged via a regular-line airplane or by the swiftest and most appropriate means, depending on the circumstances.

### **2. Transportation or reparation of insureds**

When, in application of the cover granted in the preceding article, one of the insureds has been repatriated or transported, and this prevents the rest of the insureds from continuing with the journey by the initially planned means, the insurer will bear the cost of their transportation to their place of residence or the place of the hospitalisation.

### **3. Transportation or reparation of minors**

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

### **4. Remote medical advice**

In case of serious illness or injury of one of the insureds, the insurer will offer medical advice in order to decide, jointly with the attending physician, on the best treatment to follow, as well as the most appropriate means for transporting the injured or ill individual, where necessary.

#### **5. Travel expenses for a family member in case of hospitalisation**

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

The insured will likewise bear the cost of accommodation and breakfast for this person in the town where the injured or ill insured is located at a three-star hotel or equivalent establishment, if in Spain, or a four-star hotel or equivalent establishment, if abroad, until the hospitalisation has ended or of accommodation, due to the extension of the stay, for the insured for a maximum period of 10 days.

#### **6. Accommodation expenses for the rest of the insureds**

Should the insured suffer from an illness or accident and require hospitalisation, the insurer will bear the cost of accommodation and breakfast for the other insureds in a three-star hotel or equivalent establishment, if in Spain, or a four-star hotel or equivalent establishment, if abroad, until the hospitalisation has ended or of accommodation, due to the extension of the stay, for the insured for a maximum period of 10 days.

#### **7. Medical, surgical, pharmaceutical and hospitalisation expenses abroad**

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

Medical and surgical expenses and fees.

- Pharmaceutical expenses for medication prescribed by a physician.
- Hospitalisation expenses.

**The maximum sum covered** by the insurer for all such expenses occurring abroad **is 6,100 euros.**

Dental expenses are limited, at all times, to 300 euros or the equivalent amount in the local currency.

#### **8. Forwarding of medications**

When an insured following a medical treatment forgets his/her medication at his/her place of residence or misplaces it over the course of his/her trip, and when said medication is difficult or impossible to find in the place where s/he is, the insurer will take the necessary steps to obtain the medication and forward it to the insured by the most appropriate means.

This cover includes only the costs for shipping. Once the insured has returned to his/her place of residence, s/he must reimburse the insurer for the cost of the medication s/he received.

#### **9. Convalescence at the hotel**

Should the ill or injured insured not be able to return to his/her place of residence due to a doctor's orders, the insurer will bear the costs of any accommodation and breakfast expenses incurred as a result of the extension of his/her stay at a three-star hotel or equivalent establishment, if in Spain, or a four-star hotel or equivalent establishment, if abroad, after the hospitalisation and prior to the medical authorisation to leave, **for a maximum period of 10 days.**

#### **10. Transportation or reparation of the deceased and of accompanying insureds**

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

Expenses for post-mortem conditioning (such as embalming and the coffin required for transportation) will be covered, as required by law.

The insurer will bear the cost of the return of those insureds who were accompanying

the deceased insured at the time of his/her death when they are unable to return by the initially planned means.

Funeral ceremony and burial expenses will not be for the account of the insurer.

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

If, during the course of a journey, the spouse, first-degree ascendant or descendent relative, brother or sister of the insured or of any of the vehicle's passengers should pass away in Spain, the insurer will bear the cost of the transportation, by the most appropriate means, from the place in which s/he is located at that time to the place of burial, in Spain, of the deceased relative. The same procedure will be followed for the insured's return to the place where s/he was located when the event occurred. Should the insured decide to return early, and should the ticket s/he has purchased not permit this, the insurer will provide him/her with a maximum of 2 tickets to his/her place of residence, as stated in the policy, provided the second ticket is for a travel companion who is also an insured or a beneficiary.

### **12. Search for and forwarding of luggage and personal effects**

In the event of the delayed arrival, loss or theft of luggage or personal effects, the insurer will help the insured report the occurrence and will collaborate in overseeing the search for and localisation of said luggage or effects. Both in this case and in that of the loss or misplacement of said belongings, should they be recovered, the insurer will arrange for them to be forwarded to wherever the insured may be located on his/her trip or to his/her place of residence.

### **13. Forwarding of forgotten items**

The insurer will arrange for and bear the costs of forwarding to the residence of the insured any items s/he may have forgotten in the place or places where s/he had been on his/her trip. This cover includes indispensable items for completion of the trip and items forgotten at home before it began. The insurer will only arrange for and bear the cost of forwarding items with a **maximum weight of 10 kg.**

### **14. Relay of messages**

The insurer will see to the relay of urgent messages that, due to incidents included under these covers, the insureds may need to send.

### **15. Obtaining of safe-conducts**

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

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

### **16. Transportation of pets**

The Insurer will bear the expenses incurred for the transportation of pets weighing up to 75 kg that are with the insured should the insurer need to transport the insured for any reason covered under this contract.

This will hold true, provided no other insured is available to see

### **17. Transportation of the insured in case of an accident at his/her home**

Should an accident occur at the insured's regular residence in Spain while s/he is travelling abroad, and should s/he need to return home urgently as a result, the insurer will arrange for his/her transportation to his/her residence at its expense by the means of transportation the insurer considers most appropriate. It will likewise bear the costs, where necessary, of the insured's return to wherever s/he had been before the accident occurred.

### **18. Legal information**

The insurer will provide the necessary information to those insureds who so request it who require the services of a lawyer abroad but do not have sufficient information to find one.

### **11.3. Causes of immobilisation**

Immobilisations resulting from breakdowns, accidents, flat tyres, fuelling errors, depleted fuel, keys left in the vehicle and any broken auto glass preventing normal transit of the vehicle are covered.

### **THE FOLLOWING IS NOT COVERED:**

- a. Medical, surgical, pharmaceutical and hospitalisation expenses in Spain.
- b. Chronic illnesses or ailments, or illnesses or ailments existing prior to the journey, as well as the consequences thereof.
- c. Death by suicide and illness or injuries intentionally self-inflicted by the insured, as well as illnesses and injuries caused by the ingestion of drugs or derived from criminal actions by the insured.
- d. Aesthetic treatments and the supply and/or replacement of glasses, contact lenses and prostheses in general, as well as mental illnesses, births and pregnancies.
- e. Events derived from the practice of competitive sports and the rescue of people at sea, in the mountains or in the desert.
- f. Any type of pharmaceutical expense for treatments not prescribed by a physician.
- g. Expenses incurred for the shipping or forwarding of luggage or personal effects, except for those included under covers 8, 12 and 13 of Article 11 above.