

# General Conditions

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MOTOR



Liberty  
Seguros

# LIBERTY**MOTOR**

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

# INFORMATION STATEMENT

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

Spanish legislation is applicable to the contract, more specifically, the Spanish Insurance Contracts Act 50/80 of 8 October and the revised text of the Law on Regulation and Supervision of Private Insurance, approved by Royal Legislative Decree 6/2004 of 29 October, the revised text of the Public Liability and Motor Vehicle Insurance Act, approved by Royal Legislative Decree 8/2004, and their implementing regulations.

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

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

- The Liberty Seguros **Customer Service Department**, by writing to Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain or by sending a fax to (+34) 91 301 79 98 or an email to **atencionalcliente@libertyseguros.es**
- Secondly, to the Liberty Seguros **Customer Ombudsman**, by writing to C/ Marqués de la Ensenada, 2, 28004 Madrid, Spain or by sending a fax to (+34) 91 308 49 91 or an email to **reclamaciones@da-defensor.org**

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

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

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

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

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

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

## IMPORTANT NOTE

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We recommend you read this contract's general conditions and schedule carefully to fully understand your rights and obligations. Check the information that appears in the schedule and, if everything is correct, sign and send us the relevant copy. Please report any erroneous information, so that it may be duly corrected. Do not forget to report any changes to the list of people who are authorised to drive the insured vehicle. It is important you keep the receipt of the premium corresponding to the current insurance year in your vehicle as proof of mandatory public liability insurance. Keep in mind you may be penalised if you fail to present it when so requested by the traffic authorities.

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For the purposes of this contract, the following definitions apply:

- **Insurer:** The insurance company is **Liberty Seguros, Compañía de Seguros y Reaseguros, S.A.**, which signs the policy alongside the insurance policyholder and undertakes, through collection of the relevant premium, to pay the benefit for each cover included in the policy schedule, subject to the limits and conditions set forth in the policy.
- **Insurance policyholder:** The individual or legal entity that, together with the insurer, signs this contract, and to whom the obligations resulting therefrom correspond, except when, due to their nature, they must be met by the insured.
- **Insured:** The individual or legal entity that is the owner of the insured interest and who undertakes the obligations resulting from the contract in absence of the policyholder.
- **Beneficiary:** The individual or legal entity entitled to the indemnity by cession of the insured or as stipulated in the policy.
- **Driver:** The individual who, being legally authorised to do so as holder of the relevant appropriate driving licence for the insured vehicle, and with authorisation from the policyholder, insured and/or owner thereof, in the event he or she is not one of the above, is driving the vehicle or has it in his or her care and responsibility when the claim occurs.
- **Regular driver:** The person designated as such in the insurance contract, whose circumstances are used to calculate the premium.
- **Policy:** The document containing the regulatory conditions of the insurance contract. The policy consists of: the general conditions, the schedule, the special conditions and any endorsements or riders that are issued to complement or modify it.
- **Premium:** The price of the insurance; the invoice will also include any legally applicable surcharges and taxes.
- **Excess:** The amount to be paid by the insured for each claim as set forth in the policy for each of the covered risks.
- **Insured sum:** The amount set forth in the policy for each cover listed in Article 1 of the general conditions, which is the maximum limit for the indemnity payable by the insurer for all items in the event of a claim. In the case of mandatory public liability insurance, it shall be limited to the sums set forth in the legislation in force at the time the claim occurs.
- **Accident:** Any event resulting from an unexpected, sudden and violent occurrence that damages the vehicles in such a way as to impede the subsequent transit thereof.
- **Claim:**
  - Any accidental event occurring while the policy is in effect and whose consequences are covered by the insurance.
  - All personal injuries and material damage resulting from one event constitute a single claim.
- **Bodily injury:** Physical injury or death caused to an individual.
- **Material damage:** The loss or deterioration of objects or animals.
- **Vehicle fire:** The total or partial combustion and burning by flames of the insured vehicle.
- **Vehicle explosion:** The sudden and violent pressurising or depressurising of the insured vehicle's gas or steam.

- **Personal accidents:** Bodily injuries resulting from violent, sudden and external causes beyond the control of the insured, as vehicle driver or passenger, which cause temporary or permanent disability or death.
- **Theft with violence:** Taken to mean unlawful removal by third parties for profit and with the use of force on objects, including an attempt thereof.
- **Theft with intimidation:** Taken to mean unlawful removal by third parties for profit and with the use of force and/or violence or intimidation of people.
- **Larceny:** Taken to mean unlawful removal by third parties for profit and without the use of force on objects and/or violence or intimidation of people.
- **Unauthorised use of vehicle:** Taken to mean unlawful removal by third parties for profit and without the use of force on objects and/or violence or intimidation on people.
- **Value as new:** The total retail price of the insured vehicle when new, including any legal surcharges, fees or taxes (**excluding road tax**) required to make it suitable for transit on public roadways. In the event the vehicle is no longer manufactured or does not appear in the manufacturer's catalogues or lists, the value corresponding to another vehicle with similar characteristics shall apply for value as new purposes.
- **Actual cash value:** The sales value of the insured vehicle at the time immediately before the claim occurs, based on its age, wear and/or condition. For such purposes, the vehicle's actual cash value shall be calculated using the tables in the Manual of Prices for the Sale of Second-Hand Vehicles, published by EDITORIAL EUROTAX ESPAÑA S.A.
- **Total loss:** A claim is regarded as a total loss when the estimated amount required to repair the damaged vehicle exceeds 75% of the value as new if the vehicle is less than 4 years old, or when it exceeds 75% of the actual cash value if the vehicle is over 4 years old.
- **Accessories:** Any enhancements or adornments not included among the vehicle's components upon leaving the factory. Any additional purchase options included on the insured vehicle's standard base model and/or version listed in the policy schedule, despite having been installed in the factory, a purchase requirement or provided by the distributor free-of-charge, shall be regarded as accessories.
- **Age of the vehicle:** Time elapsed between the first registration of the insured vehicle, regardless of whether it takes place in Spain or abroad, and the date of the claim.
- **Port or airport premises:** Premises owned by a seaport or airport, respectively, which are off-limits to individuals and/or vehicles without the relevant specific authorisation and are fenced in and supervised by the relevant authorities.

## 1

## OBJECT AND SCOPE OF THE INSURANCE

Under this contract, the insurer undertakes to cover those risks that are listed below and **expressly stipulated in the schedule**, subject to the limits in force for mandatory liability insurance at the time of the claim and those set forth in the general conditions, schedule or special conditions for any supplementary voluntary insurance that may be taken out:

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

Type A: Mandatory public liability insurance.

Type B: Voluntary public liability insurance.

Type C: Liability insurance for cargo.

- Own damage caused to the insured vehicle (Article 3).
- Insured vehicle fire (Article 4).
- Theft with violence of insured vehicle (Article 5).
- Window breakage (Article 6).
- Legal defence (Article 7).
  - A. Criminal defence.
  - B. Claim for damages.
  - C. Legal assistance for administrative traffic, transit and road safety offences.
- Personal accident cover for passengers (Article 8).
- Personal accident cover for driver. Fixed sum plus annuity (Article 9).
- Subsidy for temporary suspension of driving licence (Article 10).
- Travel assistance (Article 11).
- Replacement vehicle (Article 12).

## 2

## PUBLIC LIABILITY RESULTING FROM DRIVING THE INSURED VEHICLE

### TYPE A: MANDATORY PUBLIC LIABILITY INSURANCE

1. Under this cover (mandatory for all motor vehicle owners), the insurer undertakes to provide indemnity on behalf of the driver and/or owner of the insured vehicle listed in the schedule, up to the quantitative limits in force in the regulations, for traffic incidents involving the vehicle in question and in which persons are injured and/or property is damaged; indemnity enforceable under the revised text of the Public Liability and Motor Vehicle Insurance Act, its implementing regulations and all other applicable regulations.
2. With regard to indemnity for personal injuries, the insurer must, subject to the limits set forth for mandatory insurance, redress injuries caused to persons, save where it is established that such injuries were caused solely by the behaviour or negligence of the injured party or by force majeure unrelated to the driving or working order of the vehicle. Vehicle defects or the breakage or failure of any of its parts or mechanisms shall not be regarded as force majeure.
3. With regard to indemnity for property damage, the insurer shall, subject to the limits set forth for mandatory insurance, award compensation for the damage caused where the driver of the vehicle is publicly liable under Article 1902 and relevant articles of the Civil Code and Article 109 and relevant articles of the Criminal Code.

#### THE FOLLOWING IS NOT COVERED:

- a. Damage resulting from the injuries or death of the driver of the insured vehicle.
- b. Material damage to the insured vehicle, to the objects being transported in it, and to goods of which the policyholder, insured, owner, driver or spouses or relatives of the foregoing to the third degree, by blood or marriage, are owners.



- c. Personal injuries and property damage caused due to theft with violence of the insured vehicle, which is taken to mean only those acts classified as such under the Criminal Code.
  - d. Personal injuries and material damage caused as a result of driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances. Without prejudice to the insurer's right of recourse, this exclusion shall not apply to indemnity for injured third parties.
  - e. Personal injuries and material damage caused where the driver of the vehicle does not hold a driving licence. Without prejudice to the insurer's right of recourse, this exclusion shall not apply to indemnity for injured third parties.
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## TYPE B: VOLUNTARY PUBLIC LIABILITY INSURANCE

1. Under this cover, the insurer undertakes to provide indemnity on behalf of the driver and/or owner of the insured vehicle listed in the schedule, within the scope and up to the limit stipulated in this policy's schedule, for traffic incidents involving the vehicle in question and in which persons are injured and/or property is damaged, and for which the driver is liable, under Article 1902 and relevant articles of the Civil Code and Article 109 and relevant articles of the Criminal Code.

2. This cover shall, subject to the limit stipulated in the schedule, guarantee indemnity in excess of the quantitative limit established for the mandatory public liability insurance cover set forth at all times in the legal regulations governing this cover.

3. For the purposes of this cover, **with regard to personal injuries, any individual or legal entity other than the driver shall be regarded as a third party; with regard to property damage, any individual or legal entity other than the policyholder, insured, owner, driver or spouses or relatives of the foregoing to the third degree, by blood or marriage, shall be regarded as a third party.**

The following is also covered:

- **Liability if the vehicle catches fire**, for injuries to third parties caused as a result of a fire originating in the insured vehicle while parked.

**The limit for this cover is set at 600,000 euros per claim.**

- **Liability for trailers and/or caravans**, for injuries to third parties caused as a result of towing trailers and/or caravans, **provided that their total weight does not exceed 750 kg and their registration number matches that of the insured vehicle.**

### THE FOLLOWING IS NOT COVERED:

In addition to the exclusions set forth for the mandatory public liability insurance:

- a. Liability for damage to objects or goods being transported in the vehicle.
- b. Liability for damage caused by objects or goods being transported in the vehicle or by those owned by the insured or persons for whom the insured is liable, even where said damage is the result of a road-traffic accident.
- c. Contractual liability.

- d. Liability resulting from damage or injuries to persons being transported in vehicles that have not been officially authorised for the transport of people, unless transport is necessary for duty of care or in a case of necessity.
- e. The payment of fines or sanctions imposed by courts or relevant authorities and the consequences of non-payment thereof.
- f. Under no circumstances shall the following persons be regarded as third parties for the purposes of this cover:
  - Those whose liability is covered under this policy.
  - Where the insured is a legal entity, its legal representatives, as well as the spouse and family members of such representatives to the third degree, by blood or marriage.
  - Employees and wage earners of those persons whose liability is covered under this policy, with regard to claims considered workplace accidents.
- g. Liability resulting from damage caused by trailers and/or caravans attached to the vehicle, unless the total weight of the trailers and/or caravans does not exceed 750 kg and their registration number matches that of the insured vehicle.

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## TYPE C: LIABILITY INSURANCE FOR CARGO

This cover guarantees the driver and/or owner non-contractual public liability for injuries to third parties caused by objects or goods being transported in the insured vehicle, as well as the loading and/or unloading thereof.

**The limit for this cover is set at 100,000 euros per claim.**

### THE FOLLOWING IS NOT COVERED:

- a. Damage to the vehicle by objects or goods being transported therein.
- b. Injuries sustained by persons loading and/or unloading the transported goods.
- c. Damage resulting from transporting or handling toxic, flammable, combustible, radioactive or explosive material, or, in general, any dangerous materials, as well as materials that, due to their particular characteristics, require special permits for transport.

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## APPLICABLE TO PUBLIC LIABILITY TYPES A, B AND C

### Benefits from the insurer

Subject to the limits set forth in the schedule, the insurer shall bear the following:

- **Payment to the injured parties** or their heirs entitled to the indemnity resulting from the public liability of the insured or driver under the terms of Article 2.
- The courts may require **the provision of liability guarantee deposits** from the insured or driver. **If the courts require a single bail bond to guarantee both civil and criminal liability, the insurer shall deposit half of the total required amount as a guarantee for the former**, without prejudice to the terms of Article 7 - Legal defence.

- **Defence of the insured:** The insurer shall bear all legal representation costs to contest the injured party's claim, appointing, where necessary, legal representatives and solicitors to defend and represent the insured in any legal actions that might be brought against him or her in claims for liability covered under this policy, even when the claims are unfounded.

## **Procedure to follow in the event of a claim (public liability, legal defence of the insured)**

1. **Obligation to report and cooperate.** The insured must cooperate fully with regard to the legal representation provided by the insurer, undertaking, where necessary, to grant any powers of attorney or personal attendance that may be required. The insurance policyholder or insured must also inform the insurer, as soon as possible, of any legal, out-of-court or administrative notifications that he or she receives with regard to the claim, as well as any other information about the circumstances and consequences thereof.

**In the event of non-compliance with this obligation, the right to indemnity shall only be lost in the case of wilful misconduct or gross fault, in which case, if the insurer has made any payments or was required to do so, it may file a claim for reimbursement of such payments from the insurance policyholder or insured.**

2. **Appeals and proceedings.** Regardless of the ruling or outcome of the legal proceedings, the insurer reserves the right to lodge the appeals permissible in law against said ruling or outcome or choose to accept them.

**If the insurer deems the appeal inadmissible, without prejudice to lodging it on grounds of urgency, it shall inform the insured of its decision, whereupon the insured is free to continue on his or her own account and, in the event the appeal is successful, the insurer shall be required to reimburse the insured for the legal expenses and lawyer and solicitor fees.**

3. **Conflict of interest.** In the event there is a conflict of interest between the insured and the insurer stemming from the latter's obligation to uphold interests in the claim which are contrary to the defence of the insured, the insurer shall duly inform the insured, without prejudice to executing procedures that, due to their urgent nature, may be necessary for the defence. In this case, **cover shall only be provided if the insured continues to allow the insurer to handle his or her legal representation.**
4. **Indemnity.** The indemnity for all damage and injuries caused to persons shall be calculated using the criteria and limits set forth in the appendix to the revised text of the Public Liability and Motor Vehicle Insurance Act.

**The insured may not negotiate, accept or reject any claim relating to claims covered under this policy without the insurer's authorisation. Otherwise, the insurer may file a claim for damages resulting from such actions.**

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

5. **Right of recourse.** The insurer may, under the terms of the revised text of the Public Liability and Insurance on Motor Vehicle Transit Act, its regulations, any other applicable legal provisions and this contract, sue the policyholder, driver, owner or insured for the amount of indemnity it paid as a result of the exercise of direct action by the injured party or the heirs thereof.

This cover includes, subject to the limits set forth in the policy, partial damage to or the total loss of the insured vehicle as a result of an accident caused by an external, sudden and instantaneous occurrence, always beyond the control of the driver, whether the vehicle is in transit, at rest or in the process of being transported.

Consequently, the insurance expressly covers damage caused by:

- The vehicle overturning, falling or colliding with other vehicles or any other moving or stationary object.
- The collapse of terrains, bridges or roadways.
- Malicious third-party actions, **provided that the insured has done everything in his or her power to avoid their being carried out** and that the incident is not the result of terrorism, rebellion, insurrection, civil unrest or activities or actions of the Armed Forces or Security Forces and Services during peacetime, which are covered by the Insurance Compensation Consortium, in accordance with the conditions of Article 33.
- Accidents caused by flaws in materials, manufacturing defects or improper maintenance, in which case the cover provided by the insurer shall be limited to repairing the damage caused by the accident and not that caused by faulty or poorly maintained parts.
- Damage or flaws to the interior upholstery of the insured vehicle which occur while aiding accident victims, up to a maximum of 300 euros.
- The breakage of windows, subject to the scope and exclusions listed in Article 6.
- Damage caused by wind or hail that is not legally regarded as an extraordinary risk.

Where expressly stipulated in the policy schedule, the cover provided under this article shall be limited to the total loss of the insured vehicle.

**Total loss shall be determined according to the terms set forth in the Preliminaries – Definitions.**

Any accessories installed in the vehicle upon leaving the factory shall be covered **up to a maximum of 1,000 euros**, whereas anything in excess of this amount shall only be covered if previously declared.

### **INDEMNITY BASED ON VALUE AS NEW IN THE CASE OF TOTAL LOSS**

**In the event of total loss, if the vehicle is less than four years old, the indemnity shall be calculated using the vehicle's value as new at the time immediately prior to the occurrence of the claim (minus the value of the wreckage), in accordance with the following scale:**

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

**If the vehicle is over four years old, indemnity shall be provided for its actual cash value (minus the value of the wreckage).**

**THE FOLLOWING IS NOT COVERED:**

- a. Damage to the insured vehicle caused by towed trailers and the objects being transported, or as a result of loading or unloading such objects.
- b. Damage to trailers being towed by the insured vehicle, as well as that caused to camper van awnings.
- c. Damage caused by seismic, atmospheric or thermal phenomena (including that resulting from frozen radiator fluid), unless it is caused by hail or wind.
- d. Damage affecting the tyres (covers and inner tubes), except in the event of total loss of the vehicle or where the insured vehicle sustains other material damage.
- e. Possible vehicle depreciation as a result of its repair following a claim.
- f. Damage caused while the insured vehicle is transiting through areas that are not suitable roadways, unless otherwise stipulated in the schedule.
- g. Mechanical malfunctions.
- h. The cost of transporting the damaged vehicle, unless such cover, which is specifically regulated under Article 11 – Travel assistance and Travel assistance from Article 24, Section E of these general conditions, has been purchased.
- i. Repairing wear and tear due to use or improper maintenance, and the rectification of any manufacturing or repair flaws.
- j. Damage affecting the insured vehicle's accessories, as per the definition set forth in the Preliminaries, if such accessories have not been expressly declared in the policy schedule, or exceed the automatic cover limit of 1,000 euros set forth in this cover. Under no circumstances shall accessories that are not permanently attached to the insured vehicle be covered, such as physical or remote control keys.

**4****INSURED VEHICLE FIRE**

This cover includes, subject to the limits set forth in the policy schedule, damage to the insured vehicle caused by fire, lightning or explosion, always beyond the control of the driver or insured, whether the vehicle is in transit, at rest or being transported.

The insurance covers fires caused by:

- Material flaws, manufacturing defects or improper maintenance, in which case the cover provided by the insurer shall be limited to repairing the damage caused by the accident **and not that caused by faulty or poorly maintained parts.**

**The insurer must** provide indemnity for damage caused by fire when the fire is accidental or originates due to the ill will of others or negligence on the part of the insured or on the part of parties for whom the insured is civilly responsible.

**The insurer shall not be required to provide indemnity for damage caused by fire when the fire originates due to the wilful misconduct or gross fault of the insured, policyholder or driver of the vehicle.**

The insurer shall provide indemnity for all damage and material loss sustained by the vehicle due to the direct effects of the fire, as well as that caused by the inevitable consequences of the fire and, more specifically, damage caused by the necessary measures taken by the authorities, policyholder, insured or driver to prevent, block or extinguish the fire, including any expenses resulting from applying such measures.

**Total loss shall be determined according to the terms set forth in the Preliminaries – Definitions.**

Any accessories installed in the vehicle upon leaving the factory shall be covered **up to a maximum of 1,000 euros**, whereas anything in excess of this amount shall only be covered if previously declared.

### **INDEMNITY BASED ON VALUE AS NEW IN THE CASE OF TOTAL LOSS**

**In the event of total loss, if the vehicle is less than four years old, the indemnity shall be calculated using the vehicle's value as new at the time immediately prior to the occurrence of the claim (minus the value of the wreckage), in accordance with the following scale:**

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

**If the vehicle is over four years old, indemnity shall be provided for its actual cash value (minus the value of the wreckage).**

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

- a. Damage to the vehicle caused by objects being transported or upon loading or unloading such objects, as well as that caused to trailers being towed by the insured vehicle.
  - b. Damage caused by seismic, atmospheric or thermal phenomena, except lightning.
  - c. Damage affecting the tyres, except when the insured vehicle sustains other material damage.
  - d. The cost of transporting the damaged vehicle, unless such cover, which is specifically regulated under Article 11 – Travel assistance and Travel assistance from Article 24, Section E of these general conditions, has been purchased.
  - e. Possible vehicle depreciation as a result of its repair following a claim.
  - f. Damage affecting the insured vehicle's accessories, as per the definition set forth in the Preliminaries, if such accessories have not been expressly declared in the policy schedule, or exceed the automatic cover limit of 1,000 euros set forth in this cover. Under no circumstances shall accessories that are not permanently attached to the insured vehicle be covered, such as physical keys or remote openers.
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## 5

## THEFT WITH VIOLENCE OF THE INSURED VEHICLE

This cover includes damage to or loss of the insured vehicle and its components due to unlawful removal or an attempt thereof by third parties. Consequently, under the terms set forth in the Preliminaries – Definitions, theft with violence, theft with intimidation to people, larceny and unauthorised use are expressly included.

**All enhancements or permanently installed components** included among the vehicle's standard or optional components upon leaving the factory are covered **up to a maximum of 1,000 euros**, whereas anything in excess of this amount shall only be covered if it previously declared.

### A. INDEMNITY BASED ON VALUE AS NEW IN THE CASE OF UNLAWFUL REMOVAL OF THE ENTIRE VEHICLE OR ALL TYRES

The indemnity shall be calculated based on the vehicle's value as new at the time immediately prior to the occurrence of the claim, in accordance with the following scale:

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

**If the vehicle is over four years old, indemnity shall be provided for its actual cash value.**

Total theft of tyres shall be defined as the theft, in one single claim, of all the vehicle's tyres, not necessarily including the spare.

### B. PARTIAL REMOVAL OF FIXED COMPONENTS

If any of the fixed components installed in the vehicle upon leaving the factory or any elements considered accessories and expressly declared in the policy schedule are removed, indemnity shall be provided for 100% of the value as new, **except batteries and tyres, for which indemnity shall be limited to 80% of their value as new.**

**In the event of unlawful removal of radio, telephone, satellite navigation, audio-visual playing, sound and/or image recording devices that form part of the vehicle's fixed installation, the indemnity for such components is guaranteed as indicated in the above paragraph, provided that they are subsequently replaced, with expert verification by the insurer, and cover limited to one single indemnity per insurance year.**

### C. ATTEMPTED UNLAWFUL REMOVAL

The insurer also covers 100% of the damage to the insured vehicle caused as a result of attempted unlawful removal.

If the attempted unlawful removal results in damage deemed to represent the total loss of the vehicle (according to the total loss terms outlined in the Preliminaries – Definitions), indemnity shall be paid pursuant to the provisions previously indicated in Section A of this article.

## Consequences of the recovery of the stolen vehicle

If the stolen vehicle is recovered within a period of 40 days from when the claim is reported to the insurer, the insured is required to accept its return.

At the time of the indemnity, the insured undertakes to sign and submit any documents that may be required to transfer ownership to the insurer in the event the vehicle appears after the indemnity has been paid. The insured may recover the vehicle within 15 days from notification of its recovery, having reimbursed the insurer for any indemnity received.

### THE FOLLOWING IS NOT COVERED:

- a. Removal due to gross negligence by the insured, insurance policyholder, driver or the dependants or cohabitants thereof.
- b. Removals where the perpetrators or accomplices are relatives of the insured or insurance policyholder up to the third degree, by blood or marriage, or are dependants or employees thereof, provided that they are dependents of or live with them.
- c. Trailers being towed by the insured vehicle.
- d. Damage affecting the insured vehicle's accessories, as per the definition set forth in the Preliminaries, if such accessories have not been expressly declared in the policy schedule, or exceed the automatic cover limit of 1,000 euros set forth in this cover. Under no circumstances shall accessories that are not permanently attached to the insured vehicle be covered, such as physical keys or remote openers.
- e. Theft with violence not reported to the police, in case of a claim the insured must provide the insurer with a copy of the police report.
- f. The theft with violence cover is limited to where this event is performed by third parties not covered by a rental agreement, and the non-return of the vehicle by the renter shall not be considered as unlawful removal.

## 6

## WINDOW BREAKAGE

In the event the vehicle's windows break, which is taken to mean total or partial damage to the windows caused by an accidental, violent and sudden event, beyond the control of the vehicle owner and driver and the insurance policyholder, which renders the window unserviceable, the insurer shall cover the cost of replacing and installing the windows and their accessories.

Repairing damage to the vehicle's front windscreen is also covered when the nature and extent of the damage allow.

### THE FOLLOWING IS NOT COVERED:

- a. Breakage that occurs due to faulty installation or during installation work.
- b. Flaws or cracks in the headlights, rear lights, blinkers, mirrors or any other glass component other than the vehicle's windows.



- c. The windows of any trailer that the insured vehicle is towing, or awnings in the case of camper vans.
  - d. Damage from scratches, marks or chips or anything else that causes mere aesthetic defects and does not obstruct normal visibility.
  - e. Indemnity if no replacement or repair work is performed.
  - f. Vehicle windows whose features do not match those of the standard production model or which include screen prints, artwork, tinting, labels and/or stickers. In such cases, indemnity shall be limited to the value of the windows corresponding to the standard model of the insured vehicle without such accessories.
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## 7 LEGAL DEFENCE

### Management of legal defence

Claims pertaining to this type of legal defence shall be managed by staff members who are associated with the insurer through employment or trade and do not perform similar activities with regard to any other type of insurance sold by the insurer or on behalf of any other insurer operating in any type of insurance other than life insurance or that has financial, commercial or administrative ties with the insurer of this insurance, regardless of whether it is specialised in such insurance.

## A. CRIMINAL DEFENCE

### 1. Object and scope of the insurance

Under this cover, the insurer shall undertake to defend the insured, taken to mean the driver of the vehicle or any other driver authorised by the former in the event of a road-traffic accident, in any **criminal proceedings** brought against him or her, in which case the following items are expressly included:

- The personal defence of the insured by lawyers and solicitors, **where necessary**. This includes fees and expenses for the lawyer, notary services and the granting of any powers of attorney required for the proceedings, as well as certificates, summonses and any other acts required to defend the interests of the insured. **In the event a lawyer or solicitor is chosen freely (Section 3), this benefit is subject to a limit of 3,000 euros per claim.**
- Fees and expenses for any required loss adjusters, **provided that they are expressly authorised by the insurer.**
- In criminal proceedings, the payment of bail bonds required for the release of the insured on bail, **up to a maximum of 35,000 euros per claim.**
- **The bail deposited by the insurer shall be used, at the end of the proceedings, to cover legal costs of a criminal order, but not for personal sanctions, fines or indemnity for liability payable to third parties.**

## 2. Procedure to follow in case of claim

In the event of a claim covered by the legal defence insurance cover, the insured must report the event to the insurer as soon as possible and provide all manner of information about its circumstances and consequences. Furthermore, the insured must notify the insurer of any out-of-court claims, lawsuits, formal complaints, citations or court notifications or summonses received by the policyholder, insured, owner, driver or any other passengers travelling in the insured vehicle at the time of the accident.

The insurer shall propose lawyers and solicitors to handle the criminal defence of the insured and cover all subsequent fees and expenses, as set forth in the above section. Should the insured wish to entrust the defence of his or her interests to a lawyer of his or her choosing, he or she must notify the insurer accordingly, in which case the terms set forth in the following section shall apply.

Where the urgent intervention of a lawyer or solicitor is required before a claim is reported, the insurer shall remain liable for the fees and expenses resulting therefrom.

In the event of a possible conflict of interest between the parties, the insurer shall notify the insured accordingly so that the latter may decide whether to entrust his or her defence to professionals of his or her choosing or to those chosen by the insurer.

## 3. Choosing a lawyer and solicitor

The insured shall be entitled to freely choose a solicitor, **where these services are necessary**, and a lawyer to represent and defend him or her in any type of proceeding.

Prior to the appointment, the insured must report the name of the chosen lawyer and solicitor to the insurer.

**In the event the lawyer or solicitor chosen by the insured does not reside in the jurisdiction in which the proceedings are to be held, the insured shall bear any travel expenses and fees that the professional includes in his or her invoice.**

The professionals chosen by the insured shall have complete freedom as to the technical management of the matters entrusted thereto by the insured and shall not depend on instructions from the insurer, which is not liable for the actions of such professionals or the outcome of the matter or proceedings.

## 4. Payment of fees

The insurer shall cover the fees of the lawyer defending the insured, subject to the rules established for such purposes by the Spanish General Council of Lawyers or, where such rules do not exist, pursuant to those stipulated by the respective Autonomous Community Council or, in the absence thereof, the respective bar association. **The guidelines on fees shall be regarded as the maximum limit on the obligation of the insurer.**

In the event the insured has exercised his or her right to freely choose a lawyer or solicitor as set forth in Section 3 above, **a maximum limit of 3,000 euros per claim is hereby established.**

The defence and bail expenses resulting from Public Liability shall be governed by the terms of the section entitled Benefits from the insurer, in Article 2 of these general conditions.

## 5. Disagreement with the processing of a claim

In the event the insurer, on considering that there are no reasonable chances for success, decides not to bring a lawsuit or file an appeal, it must inform the insured of its decision.

**The insured shall be entitled, up to a maximum limit of 3,000 euros per claim, to the reimbursement of any costs incurred in lawsuits and appeals carried out against the advice of the insurer, and even against arbitration, when he or she obtains a more favourable outcome on his or her own account.**

Any differences arising between the insured and the insurer as to the interpretation of the contract may be submitted to arbitration.

Arbitrators may not be appointed before the matter under dispute arises.

## 6. Payments not covered

### THE FOLLOWING IS NOT COVERED:

- a. Indemnity, fines or sanctions imposed upon the insured.
- b. Taxes and other fiscal payments arising from submitting public or private documents to official bodies.
- c. Expenses arising from legal accumulation or counterclaims when they refer to matters not included in the cover.

## B. CLAIM FOR DAMAGES

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

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

- **Insured:** The policyholder, vehicle owner and/or authorised driver.

## BENEFITS FROM THE INSURER

### 1. Claims for bodily injuries

Claims against liable third parties for indemnity that could be payable to the insured in cases of injury or death due to a road-traffic accident when acting in his or her capacity as driver of the insured vehicle designated in the policy schedule.

Claims against liable third parties for indemnity that could be payable to the insurance policyholder, or the spouse or children thereof, **provided that they live with him or her**, in cases of injury or death due to a road-traffic accident when acting in their capacity as pedestrians.

The defence of the legal interests of the users of the insured vehicle in claims against liable third parties for indemnity that could be payable thereto and, where applicable, to their family members, heirs or injured parties, in cases of injury or death due to a road-traffic accident.

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

## 2. Claims for material damage

Claims against liable third parties for indemnity for damage to the insured vehicle and/or trailer with the same registration number as the insured vehicle caused as a result of a road-traffic accident.

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

Claims against liable third parties for material damage to goods being transported in the insured vehicle, as well as damage to personal objects and items being carried on-board, caused as a result of a road-traffic accident.

In the event the insurer and the insured lodge concurrent claims against liable third parties, the amount awarded shall be shared between them in proportion to their respective interests.

The insured expressly authorises the insurer and its legal representatives to receive directly any indemnity that, under this cover, may be obtained on his or her behalf, be it through settlement or judicial decision, without prejudice to the subsequent payment thereof to the insured.

## 3. Limits

In the event a lawyer or solicitor is chosen under the terms of Section 3, Article 7, **the maximum limit shall be 3,000 euros per claim.**

Should one event give rise to multiple lawsuits, all such lawsuits shall be regarded as one single claim.

## 4. Advances on indemnity

This cover includes advance payment to the insured, **up to a maximum of 7,000 euros**, for material damage to the insured vehicle caused by third-party actions or neglect, provided that the opposing party's insurance company has provided written agreement to pay or, in a final and binding ruling, the other insurer, or, in the absence thereof, the Insurance Compensation Consortium, has been declared directly liable.

## 5. Insolvency

If, as a result of the legal claim lodged on behalf of the insured, a Spanish Court hands down a firm and enforceable ruling and this ruling cannot be executed, the insurer shall pay the insured indemnity for any material damage to the insured vehicle recognised in the ruling, **excluding the interests and any other damages recognised in the ruling, in the amounts and cases not covered by the mandatory vehicle insurance and up to a maximum of 12,000 euros per claim.**

If there are seized goods that do not cover the total sum of the indemnity granted for material damage to the insured vehicle, the insurer shall account for the difference, up to the limit and under the terms established above.

Where applicable, the indemnity shall come into effect once the portion payable by the Insurance Compensation Consortium has been recovered, or after receiving payment of the amount obtained from the seized goods.

## 6. Generally applicable rules

The terms of the following sections shall apply to this cover: 3 - Choosing a lawyer and solicitor, 4 - Payment of fees, 5 - Disagreement with the processing of a claim and 6 - Payments not covered in cover A - Article 7 (Legal defence).

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

Under this cover, the insurer shall provide the insured the following services:

- **Legal consultations via telephone**, which includes the assessment of all issues related to the imposition of general administrative traffic-related sanctions or penalty proceedings already in progress.
- **Preparation of reports**, on the feasibility of legally opposing the imposed sanction, in which case, on receiving a query concerning a proceeding in progress or documents that have already been sent, reports shall be issued on request of the insured.
- **The formalisation of documents in opposition, defence depositions and appeals to higher courts**, as well as any other type of document that must be submitted in administrative penalty proceedings.
- **Submission of documents**. Once the necessary paperwork has been received from the insured, the insurer shall draw up the necessary documents, sign them where applicable, and see to their submission. The insurer will not take receipt of notification of decisions, which must legally be received by the insured.
- **Telephone assistance due to a lost licence or points. Legal advice on offences that entail a loss of driving licence points. Customer service is available Monday to Friday, 9 a.m. to 9 p.m.**

**The territorial scope of this cover is limited to Spain.**

**To provide these covers, the insurer has made the support phone numbers indicated on the card available to its customers. If this compulsory requirement is not met, the insurer shall not be responsible for the claim.**

**Under no circumstances shall the insurer bear the monetary cost of these sanctions. Nonetheless, the insurer shall process the payment of the corresponding sanction, if the insured so requests and provides the necessary funds.**

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

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

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

■ **Permanent disability due to an accident:** The loss of the physical capacity of the insured due to a road-traffic accident resulting in the anatomical loss or absolute and permanent loss of the use of his or her limbs or organs.

Permanent disability may be total or partial.

**PERMANENT TOTAL DISABILITY refers only to the loss of both feet, both arms or both hands, of one arm and one leg and one hand and one foot, complete paralysis, total blindness and/or total and incurable insanity. At all times, only the aforementioned sequelae shall be regarded as Permanent Total Disability, regardless of the occupation of the insured and/or any administrative decision or medical classification.**

In the event the schedule limits this cover to accidents sustained by the driver only, the person driving the vehicle at the time of the road-traffic accident shall be considered as **INSURED, provided that the vehicle is driven by someone holding a legally required driving licence.**

As set forth in the schedule, the driver of the insured vehicle and/or the persons travelling in the vehicle as passengers are considered as insured hereunder, based on the following cover:

1. Accidental death.
2. Permanent disability due to an accident.
3. Healthcare expenses due to an accident.

## 1. Accidental death

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

**Where applicable, any payments previously made by the insurer as indemnity for permanent disability due to the same accident shall be deducted from the sum insured to be received by the beneficiary.**

## 2. Permanent disability due to an accident

If the insured is the victim of an accident that is covered under the policy and takes place during the validity period thereof and is declared to have permanent total or partial disability within a period of two years from the date of the accident, the insurer

shall provide him or her indemnity for **100% of the sum insured, after deducting any payments that might have been made as indemnity for permanent partial disability.**

**If the insured is the victim of an accident covered under the policy and, as a result, becomes permanently partially disabled, the insurer shall pay him or her the following indemnity, expressed as percentages of the sum insured for this cover in the policy schedule.**

Permanent partial disability shall be calculated using the following scale:

	Percentage	
Complete loss of mobility and function of the spinal column:		
- Complete loss of mobility and function of the cervical vertebrae		30%
- Complete loss of mobility and function of the dorsal vertebrae		20%
- Complete loss of mobility and function of the lumbar vertebrae		30%
- Hernia or disc disorder		7%
	<b>Right</b>	<b>Left</b>
Total loss of a single arm or single hand	60%	50%
Total loss of all fingers or both the thumb and index finger	40%	30%
Total loss of the thumb only	22%	18%
Total loss of the index finger only	15%	12%
Total loss of three fingers, including the thumb	38%	30%
Total loss of three fingers, including the index finger	31%	24%
Total loss of one finger that is neither the thumb or index finger	10%	8%
Total loss of movement in one shoulder	25%	20%
Total loss of movement in elbow or wrist	20%	15%
Total loss of a leg above the knee		50%
Total loss of a leg at or below the knee		40%
Total loss of one big toe		10%
Total loss of a toe other than the big toe		5%
Total loss of movement in one hip or knee		20%
Total loss of an eye or a fifty percent reduction in binocular vision		30%
Shortening of a leg by at least 5 cm		15%
Non-union fracture of one leg or foot		35%
Non-union fracture of the kneecap		25%
Removal of lower jaw		30%
Complete hearing loss in both ears		50%
Complete hearing loss in one ear only		15%

- In the event the insured is left-handed, the percentages indicated above for upper right limbs shall apply to upper left limbs and vice versa.

- Indemnity for the loss of a phalanx on the thumb or big toe shall equal half the indicated percentage; indemnity for the loss of a phalanx on any other finger or toe shall equal one third of the percentage set forth for the total loss of the digit in question.
- The absolute and permanent loss of the use of a limb shall be regarded as equivalent to the total loss thereof.

**If the insured sustains more than one of the above injuries in the same accident, the insurer shall provide the insured indemnity for each injured limb or organ with the sum insured coefficient set forth; however, under no circumstances shall the total indemnity exceed 100% of the sum insured for the risk of disability.**

**If the insured experiences several partial sequelae on the same limb, the total indemnity shall never exceed the percentage established for the total loss of the limb in question.**

Cases of permanent disability that are not expressly listed in the above scale shall be indemnified by analogy with those that do appear. At all times, the degree of disability shall be established regardless of the occupation of the insured.

**If the insured presents impairments or sequelae upon taking out the policy or during its period of cover, and they are not the result of an accident involving the insured as passenger of the insured vehicle, the indemnity for disability shall be calculated based on the injuries actually sustained, and any organs or limbs that were impaired prior to the accident shall not be considered as affected.**

With regard to residual injuries that can be corrected with prostheses, the insurer shall cover the cost of the **first orthopaedic prosthesis given to the insured, up to a maximum of 10% of the sum insured for permanent disability set forth in the schedule.** All other prostheses or orthopaedic elements, such as crutches, canes, cervical collars, knee braces, other braces and/or wheel chairs, are covered up to a limit of 1,000 euros per insured party.

### 3. Healthcare expenses due to an accident

For a **maximum period of one year** from the date of an accident that is covered under this policy and takes place during the validity period thereof, the insurer shall bear the following costs:

- Medical, pharmaceutical, hospitalisation and treatment expenses, if care is provided in Spain by physicians and/or clinics designated by the insurer.

All clinics and hospitals recognised by the Insurance Compensation Consortium within the scope of public and private healthcare, as well as any other centres with which a care agreement has been signed, shall be considered as designated by the insurer.

- If the insured receives care from doctors or clinics in a foreign country or visits with doctors or clinics of his or her own choosing in Spain, the insurer shall only be liable **up to the insured sum set forth in the schedule** for this cover, which includes all treatment expenses, even hospitalisation costs, **up to a maximum of 200 euros per day.**

Regardless of the cover indicated in the above sections, the insurer shall bear the costs resulting from:

- Urgent transport of the injured party to the nearest health centre immediately after the accident.
- Ambulance transportation immediately after the accident and, subsequently, **whenever medically prescribed.**



- The initial purchase of any prostheses, glasses, hearing aids or orthopaedic devices that may be necessary as a result of the accident and/or to repair or replace (value as new) the same where destroyed or damaged. **This cover is limited to 700 euros per claim.**

#### THE FOLLOWING IS NOT COVERED:

For above Sections 1, 2 and 3.

- a. Accidents in which the injured party is not a passenger of the insured vehicle, and those not caused by a road-traffic incident.
- b. Accidents resulting from sports competitions, bets, challenges or exploratory expeditions.
- c. Aesthetic sequelae.

## 9

### PERSONAL ACCIDENT COVER FOR DRIVER: FIXED SUM PLUS ANNUITY

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

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

■ **Insured:** The driver of the vehicle involved in a road-traffic accident while driving the insured vehicle, provided that he or she holds a legally required driving licence.

**PERMANENT TOTAL DISABILITY** refers only to the loss of both feet, both arms or both hands, of one arm and one leg and one hand and one foot, complete paralysis, total blindness and/or total and incurable insanity. At all times, only the aforementioned sequelae shall be regarded as Permanent Total Disability, regardless of the occupation of the insured and/or any administrative decision or medical classification.

In the event the insured driver dies, the insurer shall pay the insured sum set forth in the schedule, as well as the monthly annuity specified in the schedule **up to a maximum of 24 annuities.**

In the event the insured driver suffers permanent total disability, the insurer shall provide him or her indemnity by paying the fixed amount set forth in the schedule, as well as the monthly annuity designated in the schedule **up to a maximum of 24 annuities.**

#### THE FOLLOWING IS NOT COVERED:

- a. Accidents that affect the driver of the vehicle but do not cause his or her death or permanent total disability.
- b. Accidents unrelated to driving the insured vehicle.
- c. Accidents resulting from sports competitions, bets, challenges or exploratory expeditions.

**Definition of insured:** For the purposes of this cover, the regular driver listed in the policy schedule shall be considered the insured party. In the event the insurance policyholder is a legal entity, the authorised driver shall be considered as such and, unless stipulated otherwise, shall be the beneficiary of any indemnity awarded to the insurance policyholder.

**Sanction requirements:** Sanctions giving rise to the benefit must have been committed with the vehicle listed in the schedule, within Spain and during the validity period of the cover and must have been imposed for reasons other than driving under the influence of alcohol or narcotics, toxic drugs, psychotropic substances or other analogous substances or refusing to take the screening tests implemented to measure blood alcohol content.

**Scope of the cover:** The insurer guarantees payment of the indemnity set forth in the schedule where the driving licence of the insured has been suspended due to:

- **Temporary suspension of driving licence** ordered in a final and binding ruling or government decision, provided that the suspension occurs as a result of using the vehicle covered under this insurance.

Indemnity shall include payment of the monthly amount stipulated in the policy schedule for the duration of the suspension, but shall under no circumstances exceed 24 monthly payments, from the date of final notification.

- **Revocation of driving licence** due to the loss of all points as a result of an administrative sanction. Indemnity shall include payment of the monthly amount stipulated in the policy schedule for a maximum period of six months from the date of the sanction. In the event the insured loses his or her total balance of points in circumstances that do not meet the above conditions, the economic benefit shall be reduced in proportion to the difference between the points lost under circumstances that do not meet such conditions and the total balance of points.

The insured must provide the insurer with all necessary information about any judicial or administrative proceedings that could lead to the suspension or revocation of the licence, as well as its reinstatement.

#### THE FOLLOWING IS NOT COVERED:

- a. Suspension of driving licence due to events that occur before the insurance takes effect.
- b. Suspension of driving licence due to violating a previous suspension order, a hit-and-run accident or failure to render assistance.
- c. Where the driving licence becomes invalid due to the loss of physical or mental skills or abilities or the required knowledge.
- d. Suspension of driving licence resulting from committing a crime against traffic safety or recklessness.

# 11 TRAVEL ASSISTANCE

## DEFINITIONS

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

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

■ **Territorial scope:** The cover of this insurance is valid anywhere in the world for people and in Europe and all other countries bordering the Mediterranean for the vehicle, subject to the limits set forth in this policy.

**The cover in this policy shall be applicable from km 0, i.e. from the residence of the insured.**

### 11.1. Vehicle and passenger assistance

For claims resulting from the use of the vehicle, the driver and passengers thereof shall only be insured if they are being transported free of charge.

#### 1. Technical roadside assistance from km 0 (the residence)

In the event the vehicle becomes immobilised and on-site emergency repair work, which is taken to mean repair work that, if performed within no more than one hour, will allow the vehicle to transit without assistance, is possible, the insurer shall bear the cost of the repair, **up to a limit of 100 euros.**

Under no circumstances shall the insurer bear the cost of any parts that ultimately need replacing.

#### 2. Towing from km 0 (the residence)

Where the vehicle cannot be repaired in situ, the insurer shall bear the cost of towing it to the official workshop of the make nearest the place where the incident occurs or one chosen by the insured, provided that, in the latter case, it is within a maximum distance of 100 km.

Towing services shall also be provided for insured vehicles classed as all-terrain/cross-country models when required outside open-access roadways, provided that access thereto is lawful and possible.

The insurer shall only bear transport costs as such, excluding all others, such as replacement parts, repair work, shipment of baggage, personal objects, etc.

#### 3. Rescue from km 0 (the residence)

The insurer shall bear the cost of services required to rescue or salvage insured vehicles that, while driving on normal roadways, are rendered impossible to drive or tow as a result of overturning or falling to a different level, **up to a limit of 600 euros.**

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

### Hotel expenses

In the event the immobilised vehicle cannot be repaired on the same day and, according to the constructor's guidelines, the repair will take longer than 2 hours, the insurer, pending repair, shall bear the cost of accommodation and breakfast at a hotel in the town in which the insured vehicle is located until the vehicle is repaired, **up to a maximum of 4 nights**. The hotel must be three-star or the equivalent thereof in Spain or four-star or the equivalent thereof abroad or 61 euros per person.

### Transportation or repatriation of the insured

If the vehicle remains immobilised for more than one day (or overnight), and provided that the insured has not made use of the "Hotel expenses", the insurer shall bear the cost of transporting (airplane, train and bus tickets) the insured parties to their residence or, if they choose, to their travel destination, as long as the cost does not exceed that of the return trip home, or shall provide the insured parties a rental vehicle **up to a maximum cost of 300 euros** (subject to availability and in accordance with the conditions of the rental contract). The rental vehicle option does not apply to vehicles used for the public transportation of people.

## 5. Benefits for insured parties in case of theft with violence of the vehicle

The benefits described in the above paragraph shall apply if the vehicle is stolen, from the moment it is reported to the relevant authorities.

## 6. Transport or repatriation of the damaged or stolen vehicle

When, according to the manufacturer's guidelines, the vehicle will take longer than 8 hours to repair or must remain immobilised for more than 3 days or, in the case of theft with violence, if the vehicle is recovered after the insured has returned to his or her residence, the insurer shall bear the following:

### Cost of transporting the vehicle to the residence of the insured

If the actual cash value of the insured vehicle on the Spanish market prior to the accident or malfunction is less than the cost of the required repairs, also in Spain, the insurer shall only bear the cost of legally abandoning the vehicle in the place where it is located and, if in Spain, shall transport it to the nearest scrap yard.

### Expenses for custody or safekeeping of the transported vehicle up to a maximum of 160 euros

The insurer shall only bear transport expenses, excluding all others (shipment of baggage, repair work, etc.).

## 7. Transportation of the insured to collect the repaired vehicle

Having been repaired in the place where the breakdown or accident took place or, in the case of theft with violence, recovered in roadworthy conditions, and provided that the insured has not made use of the cover granted under the above section, the insurer shall bear the cost of transporting (airplane ticket, first-class train ticket or rental vehicle) the insured or the person designated by them to collect the vehicle.

## 8. Sending a professional chauffeur

The insurer shall send a professional driver to transport the insured vehicle and its passengers to the residence of the insured or destination of their choosing, provided that the number of days required are the same, if, due to serious illness, accident or death, the insured has been moved or is incapacitated to drive and no other passenger can take his or her place as driver.

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

## 9. Sending replacement parts

If, due to an accident or breakdown, the insured vehicle requires replacement parts that are not available in the area where the event occurred, the insurer shall arrange to send such parts and bear the corresponding shipping costs.

The insured, once his or her travels have ended, shall reimburse the insurer for any advances made to purchase parts or pay customs duties.

## 10. Obtaining and sending copies of keys

In the event of loss or removal of the insured vehicle's keys, the insurer shall endeavour, by all available means, to obtain the insured's spare copies of such keys and send them to the insured as quickly as possible, regardless of destination.

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

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

## 12. Advance of criminal bail bonds abroad

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

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

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

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

### 13. Advance of funds abroad

If, while travelling abroad with the insured vehicle, the insured finds him or herself without money in cash due to theft with violence, loss of luggage, illness or accident, or if the vehicle breaks down and the insured needs funds to cover its repair, the insurer shall arrange to send **up to 1,550 euros** in order for the insured to make the necessary payments. This sum must have been previously deposited into the insurer's account by a third party.

#### THE FOLLOWING IS NOT COVERED:

- a. **Restaurant and hotel expenses, unless expressly provided for in the above articles, as well as expenses for petrol, repairs to the vehicle and the removal of luggage, materials, personal objects or the vehicle's built-in accessories.**
- b. **Taxi expenses, unless provided for in Cover 4 – Transportation or repatriation of the insured, or expressly authorised by the insurer.**
- c. **Benefits for hitchhiking passengers.**
- d. **Benefits for vehicles that have been abandoned.**

### 14. Cause of immobilisation

The policy shall cover immobilisation caused by breakdowns, accidents, punctures, using the wrong petrol, running out of petrol, locking keys inside the vehicle, where such events prevent the vehicle from operating normally.

## 11.2. Assistance to persons

The cover listed below shall be available to the motor insurance policyholder, his or her spouse or children and any other family members living with him or her.

The described cover is valid for the period of insurance and whenever the insured parties travel in Spain and abroad, provided that such parties do not spend more than 90 days away from the residence designated in the policy per trip.

### 1. Medical transportation and repatriation of injured or ill individuals

In the event the insured becomes ill or has an accident and, according to medical opinion, requires medical transportation, the insurer shall bear the cost thereof via the most appropriate means, including medical surveillance where necessary, to a hospital equipped with the necessary facilities.

If the insured is hospitalised far from his or her residence, the insurer shall also bear the cost of transporting him or her to his or her residence as soon as the insured can be moved.

A special air ambulance shall be the means of transportation in Europe and countries bordering the Mediterranean, where required due to the urgency and seriousness of the situation.

Otherwise, or in the rest of the world, a regular aeroplane or the swiftest and most appropriate means shall be used as transportation, depending on the circumstances.

## 2. Transportation or repatriation of the insured

When, under the cover set forth in the above section, one of the insured parties has been repatriated or transported and, as a result, the other insured parties cannot continue their journey by the initially planned means, the insurer shall bear the cost of transporting them to their residence or the place of hospitalisation.

## 3. Transportation or repatriation of minors

Where the insured dies or is transported to a hospital as a result of an accident or unforeseeable illness while travelling and is travelling with children under the age of 18 or persons who, due to their age or state of health, require special attention, if no accompanying party, where applicable, can take responsibility for them, the insurer shall bear the cost of a round-trip ticket, on the means of transportation it deems most appropriate, for a family member or attendant to fetch and escort them on their return to their primary residence in Spain, as well as the cost of their return tickets.

## 4. Remote medical advice

In the event one of the insured parties becomes seriously ill or injured, the insurer shall provide medical advice, in conjunction with the attending doctor, to decide on the best course of treatment and the most suitable means for transporting the injured or ill party, where necessary.

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

If, due to his or her condition, the ill or injured insured party needs to be hospitalised for a period of more than five days, the insurer shall provide one family member of the insured, or the person designated by them, with a round-trip ticket on the most appropriate means of transportation so as this person may escort the insured to his or her residence.

The insurer shall also bear the cost of this person's accommodation and breakfast at a hotel in the town in which the injured or ill insured party is located, until the insured is discharged from the hospital or the accommodation ends due to the prolongation of the insured party's stay, **for a maximum period of 10 days**. The hotel must be three-star or the equivalent thereof in Spain or four-star or the equivalent thereof abroad.

## 6. Accommodation expenses for the other insured parties

If the insured becomes ill or has an accident and requires hospitalisation, the insurer shall bear the cost of accommodation and breakfast for the other insured parties at a three-star hotel or the equivalent thereof in Spain or a four-star hotel or the equivalent thereof abroad, until the insured is discharged from the hospital or the accommodation ends due to the prolongation of the insured party's stay, **for a maximum period of 10 days**.

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

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

- Medical and surgical expenses and fees.

- Pharmaceuticals prescribed by a doctor.
- Hospitalisation costs.

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

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

## 8. Sending medication

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

## 9. Convalescence at a hotel

If, whenever medically prescribed, the ill or injured insured party is unable to return to his or her residence, the insurer shall bear the cost of any accommodation and breakfast expenses resulting from the prolongation of his or her stay at a three-star hotel or the equivalent thereof in Spain or a four-star hotel or the equivalent thereof abroad, after hospital discharge and before receiving medical authorisation to leave, **up to a maximum of 10 days**.

## 10. Transportation or repatriation of the deceased and insured accompanying parties

In the event the insured dies, the insurer shall arrange for and bear the cost of transporting the body to the burial site in Spain.

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

The insurer shall bear the cost of transporting those insured parties accompanying the deceased insured party at the time of death to their residence when they are unable to do so by the initially planned means.

Funeral and burial expenses shall not be covered by the insurer.

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

If in the course of a journey the spouse, an ascendant or descendant to the first degree or brother or sister of the insured or of one of the vehicle's passengers dies in Spain, the insurer shall bear the transport costs via the most appropriate means from the place where the insured is located at such time to the deceased family member's burial site in Spain. The same shall apply for returning the insured to the place where he or she was located when the incident occurred. In the event the insured decides to return early and the purchased ticket prevents him or her from doing so, the insurer shall provide a maximum of 2 tickets to his or her residence, as designated in the policy, provided that the second ticket is for an accompanying party who is an insured party or a beneficiary.



## 12. Locating and shipping luggage and personal belongings

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

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

## 13. Sending forgotten objects

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

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

The insurer shall only arrange for and bear the cost of sending objects that **weigh under a maximum of 10 kg.**

## 14. Delivering messages

The insurer shall arrange to deliver any urgent messages that, due to incidents covered hereunder, the insured may need to send.

## 15. Obtaining safe-conducts

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

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

## 16. Transportation of pets

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

## 17. Transportation of the insured in the event of a claim at his or her residence

In the event of a claim at the primary residence of the insured in Spain while he or she is travelling abroad, and as a result the insured is forced to return home immediately, the insurer shall bear the cost of transporting him or her to said residence on the means of transportation deemed most appropriate by the insurer. The insurer shall also bear the cost, where necessary, of transporting the insured back to the place where he or she was located before the claim occurred.

## 18. Legal information

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

### THE FOLLOWING IS NOT COVERED:

- a. Medical, surgical, pharmaceutical and hospitalisation expenses in Spain.
- b. Chronic illnesses or ailments, or those existing before the journey began, as well as the consequences thereof.
- c. Death by suicide and self-inflicted illnesses or injuries intentionally caused by the insured, as well as those caused by drug use or resulting from criminal activity on his or her part.
- d. Aesthetic treatments and the supply and/or replacement of glasses, contact lenses and prostheses in general, as well as mental illnesses, births and pregnancies.
- e. Events resulting from engaging in competitive sports and rescuing people at sea, in the mountains or in the desert.
- f. Any type of pharmaceutical expense not prescribed by a doctor.
- g. The cost of shipping luggage and personal belongings, except where covered in 8, 12 and 13 – Article 11 above.
- h. Any medical and/or pharmaceutical expenses under 30 euros.

**Request for service:** For provision of services, the insured must request the insurer's intervention at the time of the event by calling the 24-hour roadside assistance hotline at the telephone numbers appearing on the card provided.

Services that are not requested and arranged in accordance with the insurer shall not entitle the insured to any subsequent reimbursement or compensatory indemnity whatsoever.

## 12 REPLACEMENT VEHICLE

### TERRITORIAL SCOPE

This service shall be provided in Spain.

### COVER BENEFIT CONDITIONS

In the event the insured vehicle becomes immobilised due to an accident, fire or theft with violence (or attempted theft with violence), and the estimated time it is due to remain at an authorised workshop exceeds 24 hours, the insurer shall provide the insured a group C or similar rental vehicle (according to the classification of the major rental companies operating in Spain).

The vehicle may be rented on the same day that the vehicle enters the workshop and until the repair work has been completed, up to a maximum of 7 consecutive calendar days, after which a replacement vehicle shall not be provided.

**EXCLUSIONS:**

- a. Vehicles immobilised due to a breakdown are excluded from this cover. Accidents that occur while engaging in official or private sporting competitions or training or trials are excluded.
- b. This benefit is subject to vehicle availability and the contractual conditions and requirements in force at the time for each vehicle rental company.
- c. At all times, the insured shall bear the cost of fuel, administrative offences (fines) and any additional expenses requested by the insured or additional damage incurred by him or her due to the vehicle's condition on delivery.
- d. The insurer shall not bear the cost of any claims that are not reported by the insured via the roadside assistance hotline.

**SERVICE PROVISION**

For provision of services, the insured must request the replacement vehicle cover from the insurer by calling the 24-hour roadside assistance hotline at the telephone number appearing in the documents provided to the insured.

To qualify for this service, the insurer will consider the requirements enforced by Spain's major car rental companies, such as age and the number of years the person requesting the cover has held a driving licence. **Under no circumstances shall the cover apply to drivers under 25 years old or who have had their driving licence for less than 2 years.**

**13****RISKS EXCLUDED FROM ALL COVERS**

In addition to that set forth in each cover, in general, the following is not covered under this insurance:

- a. Damage caused due to the use of the insured vehicle as an instrument to commit malicious crimes against people or property.
- b. That caused by earthquakes, floods, volcanic eruptions, uprisings, theft with intimidation to people, terrorist acts, civil or international wars, confiscation by civil or military authorities and rebellions, brawls or riots, unless the rebellion, brawl or riot is an immediate and direct consequence of an accident caused by the insured vehicle.
- c. That caused by any modification to the atomic structure of the material or the thermal, radioactive or other effects thereof, or by the artificial acceleration of atomic particles.
- d. That caused while the insured driver is in a state of intoxication or under the influence of alcohol, drugs, poisons, narcotics or psychotropic substances. Driving under the influence of alcohol shall be considered to have occurred when the driver's blood alcohol content exceeds the legal limits in force at the time or when the driver is found guilty of a specific offence related to driving under the influence or the ruling against him or her identifies this circumstance as one of the accident's contributing factors. This exclusion shall not apply when the following three conditions are met:
  - The driver is an employee of the vehicle owner.
  - The driver does not habitually drink or use drugs.

- Due to the total or partial insolvency of the driver, the insured is deemed to be secondarily liable.

With regard to own damage cover, this exclusion shall not apply in the event the first two conditions are met. At all times, the insurer shall have the right of recourse against the driver. This exclusion shall not affect the criminal defence.

- e. That caused while the insured vehicle is being driven by someone not holding a relevant permit or licence, or who has had it annulled or suspended by the authorities, except for the rights of the insured resulting from the theft with violence cover, when covered in the policy, as well as those resulting from the criminal defence cover.
- f. Where the driver of the insured vehicle causing the accident is found guilty of the crime of "failing in his or her duty to aid". This exclusion shall not affect the vehicle owner when the driver is his or her employee, without prejudice to the insurer's right of recourse against the driver, with the exception of the criminal defence cover.
- g. That caused by theft with violence or larceny of the insured vehicle. If the theft with violence cover has been included in the policy, the terms of this cover shall apply.
- h. That caused by motor vehicles used for industrial or agricultural purposes, such as tractors, harvesters, hinged dump trucks, diggers, cement mixers, compressors, cranes or other similar vehicles, in accidents that occur while such vehicles are executing their corresponding industrial or agricultural activities and are not the direct consequence of the transit of such vehicles in traffic.
- i. That caused when the policyholder, insured or driver violate the regulatory provisions with regard to the requirements and number of people being transported, the weight or size of any objects or animals being transported or the manner in which they are accommodated, provided that the offence is the determining cause of the accident.
- j. That caused during the insured vehicle's participation in bets or challenges.
- k. That caused during the insured vehicle's participation in races or contests, or the preparatory trials thereof.
- l. That caused while the insured vehicle is being driven through areas not expressly authorised for traffic.
- m. That caused while the insured vehicle is on port or airport premises.
- n. That caused when the insured vehicle is transporting flammable, explosive or toxic materials.
- o. That caused prior to paying the first premium.
- p. That caused while the policy's cover is suspended or the contract has been terminated due to failure to pay the premiums.
- q. That which is legally regarded as an extraordinary risk under the legislation in force.

At all times, the insurer shall be released from its obligation to pay indemnity or any other benefit if the claim occurs due to bad faith on the part of the insured or the driver authorised thereby, as well as if the claim report includes intentional misrepresentations or deceit, without prejudice to any other applicable liability.

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1. Cover for voluntary public liability insurance, own damage, fire, theft with violence, window breakage, legal defence, claim for damages, personal accident cover for passengers and accident cover for the driver (fixed sum plus annuity) are applicable throughout the European Economic Area and countries that have signed the Multilateral Guarantee Agreement, such as Morocco.
2. The mandatory public liability insurance cover shall take effect:
  - **In Spain**, subject to the quantitative limits set forth for mandatory insurance at all times under current law.
  - **Abroad**, when the event occurs abroad, yet within the territorial scope of the European Economic Area or countries that have signed the agreement between the national insurance offices of the Economic Area Member States and those of other, associated states, this cover is granted subject to the limits and under the conditions stipulated as mandatory in the legislation of the state in whose territory the claim has occurred. Nonetheless, if the claim occurs in a European Economic Area Member State, the limits of cover provided for in the above section shall apply, provided that they are higher than those in force in the country in which the claim has occurred.
  - With regard to those territories not referred to in Section 1, the relevant green card must be issued.
3. The territorial scope applicable to the subsidy for temporary suspension of driving licence, travel assistance and replacement vehicle cover is governed by the terms of Articles 10, 11 and 12, respectively.

# BASIS FOR THE CONTRACT

## 15 INSURANCE DRAFTING, EXECUTION AND PERIOD OF COVER

- The insurance application and questionnaire completed by the insurance policyholder or insured, together with the insurer's proposal, where applicable, and this policy, constitute one single item, the basis for the insurance, which only covers the property and risks specified therein, subject to the stipulated limits.
- The application for mandatory insurance, as of the moment in which it is completed by the insurer or its agent, shall cover risks for a period of 15 days.

The application shall be considered as completed when the applicant receives a copy thereof duly stamped by the insurer or its agent.

The insurer, in a maximum period of 10 days from completing the insurance application, may reject the same in a written document sent to the policyholder via any means ensuring a record of receipt, therein specifying the reasons, and shall be entitled to payment of the premium corresponding thereto for the 15 days of cover provided for in the above paragraph. If within this 10-day period the insurer does not reject the application, it shall be taken as accepted.

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

- The contract is executed by consent, as demonstrated by the contracting parties signing the policy or the provisional document. Unless stipulated otherwise, the contracted cover and any modifications or additions thereto shall not take effect until the policyholder has paid the premium.
- If the content of the policy is different from the insurance application or the stipulated clauses, the policyholder or insured may, within a period of one month from delivery of the policy, file a claim against the insurer to rectify such differences. Should this period elapse without such a claim being filed, the terms of the policy shall apply.
- The policy's cover takes effect as of the date and time indicated in the schedule.
- At the end of the period indicated in the schedule, the contract shall automatically be extended for a period of one year, and so on, successively, at the end of each insurance year.

Either party may oppose the contract's extension by sending written notice to the other party at least two months before the conclusion of the insurance period currently underway.

- The cost of the premium shall generally be reviewed each year by the insurer based on the principles of equity and adequacy set forth in insurance law. The criteria for calculating the new premium shall be based on technical-actuarial studies and also take into account the causes for increased or decreased risk and potential changes to the cover.

## 16 DECLARATIONS OF RISK

### UPON CONTRACT DRAFTING AND DURING THE PERIOD OF COVER

1. The insurance policyholder must, prior to the conclusion of the contract and in accordance with the questionnaire provided thereto by the insurer, declare any circumstances to his or her knowledge that could affect the risk assessment. The policyholder shall be released from this obligation if the insurer does not require him or her to complete a questionnaire or, though required, the relevant circumstances are not addressed therein. This policy has been drawn up based on the statements made by the insurance policyholder or insured in the relevant questionnaire or insurance application, which prompted the insurer to accept the risk, undertake the obligations resulting thereto from the contract and set the premium.
2. For the duration of the contract, the insurance policyholder or insured must inform the insurer, as soon as possible, of any circumstances that increase the risk and are of such a nature that, had they been known to the insurer when the contract was formed, it would not have been executed or its conditions would have been more demanding.  
  
Circumstances that could lead to an increase in risk include the subjective conditions of the declared drivers, the characteristics of the insured vehicle and its intended use.
3. The insurance policyholder or insured must inform the insurer of the existence of any other policies that they have taken out with other insurers and which cover the effects of the same risk on the same item for an identical period of time.

## 17 IN THE EVENT OF AN INCREASE IN RISK

In the event an increase in risk is reported to the insurer during the period of insurance, the insurer may propose that the conditions of the contract be changed within a period of two months from the date on which the increase is reported. In this case, the insurance policyholder or insured shall have 15 days from the date the proposal is received to accept or reject it. In the event the insurance policyholder or insured reject the proposal or do not respond, the insurer may terminate the contract once said period has elapsed, after providing the policyholder due notice and affording him or her an additional 15 days to respond, at which point, and within the next 8 days, it shall inform the insurance policyholder or insured of the definitive termination.

The insurer may also terminate the policy by informing the insurance policyholder or insured of this decision in writing within a period of one month from the date it received notice of the increase in risk.

Where the contract is terminated as a result of an increase in risk during the period of insurance, if the increase is attributable to the insured, the collected premium shall correspond to the insurer in its entirety. If this increase is the result of causes beyond the control of the insured, the insured shall be entitled to reimbursement of the portion of paid premium corresponding to the period of insurance that has not yet elapsed.

## CONSEQUENCES OF NOT REPORTING AN INCREASE IN RISK

If a claim occurs and no increase in risk is reported, the insurer shall be released from its obligations to provide benefits if the policyholder or insured have acted in bad faith. Otherwise, the benefits provided by the insurer shall be reduced by the proportional difference between the stipulated premium and that which would have been applied had the true magnitude of the risk been known.

## FALSE OR MISLEADING STATEMENTS

The insurer may terminate the contract by addressing a registered letter to the insurance policyholder or insured within a period of one month from the time it learns of the withholding or misrepresentation by the insurance policyholder. The premiums corresponding to the period underway at the time such a statement is issued shall correspond to the insurer, save where there is wilful misconduct or gross fault by the insurer.

If the claim occurs before the insurer issues the statement referred to in the above paragraph, the benefits provided thereby shall be reduced in the same proportion as between the premium listed in the policy and that which actually corresponds to the true nature of the risk. Where the withholding or misrepresentation is due to wilful misconduct or gross fault, the insurer shall be released from its obligation to pay benefits.

## IN THE EVENT OF A DECREASE IN RISK

For the duration of the contract, the insurance policyholder or insured may inform the insurer of any circumstances that decrease the risk and are of such a nature that, had they been known to the insurer when the contract was drawn up, it would have been executed under more advantageous conditions for the insurance policyholder.

In this case, upon conclusion of the period covered by the current premium, the insurer must reduce the cost of the future premium by the relevant proportion. Otherwise, the insurance policyholder is entitled to terminate the contract and be reimbursed for the difference between the premium paid and that he or she would have had to pay as of the time the decrease in risk was reported.

## TRANSFER OF OWNERSHIP OF THE INSURED VEHICLE

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



- The insurer may terminate the contract within a period of 15 days from the date it is notified about the verified transfer. Once it has exercised its right and notified the purchaser in writing, the insurer remains under obligation for a period of one month following notification. The insurer must return the portion of the premium that corresponds to the insurance periods during which, as a result of the termination, it bears no risk.

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

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

- In the event the insurance policyholder or insured dies, or, if one of them is declared bankrupt, in the event liquidation proceedings begin, the terms of the previous paragraphs of this article shall apply.

## 22

## PREMIUM PAYMENT

### 1. Time of payment

The insurance policyholder must pay the first premium or sole premium when the contract is drawn up. Any subsequent premiums must be paid on their respective due dates.

In the event the policy does not take effect immediately, the insurance policyholder may delay payment of the premium until the policy is to take effect.

### 2. Place of payment

If the policy schedule stipulates no place for premium payment, it shall be taken that payment must be made at the residence of the insurance policyholder.

### 3. Consequences of non-payment of the premium

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

In the event one of the subsequent premiums is not paid, the insurer's cover shall be suspended for one month as of the premium's due date. If the insurer does not demand payment within a period of six months from the date on which the premium is due, the contract shall be taken as terminated.

At all times, when the contract is suspended, the insurer may only demand payment of the current premium. If the contract has not been terminated or cancelled in accordance with the above paragraphs, the policy cover shall once again take effect at midnight on the day the insurance policyholder pays the premium.

The non-payment of premium instalments other than the first shall be governed by the legal regulations set forth for the subsequent premiums.

In the event the direct debiting of premiums is stipulated in the schedule, the party liable for premium payment shall provide the insurer a letter addressed to his or her bank, giving the appropriate order.

The premium shall be taken as paid on its due date, unless, due to a lack of funds in the account of the party liable for payment thereof, it could not be collected within the grace period of one month as provided for under the Spanish Insurance Contracts Act. In this case, the insurer shall notify the policyholder, who must pay the premium at the registered offices of the insurer.

If the insurer allows the grace period to expire without presenting the invoice for payment and, on doing so, there are insufficient funds in the account, the insurer shall notify the party liable for premium payment by registered mail or another indisputable means and grant him or her one month to pay the amount at its registered offices or one of its regional offices, branch offices or agencies. This period shall begin on receipt of the notification at the last address given to the insurer by the policyholder.

The insurance policyholder or insured or beneficiary must report the occurrence of a claim to the insurer within a maximum period of 7 days of becoming aware of it.

In the event of non-compliance, the insurer may lodge a claim for damages caused due to non-disclosure. This will not hold true if it is proven that the insurer became aware of the claim by other means.

The insurance policyholder or insured must also provide the insurer all relevant information about the circumstances and consequences of the claim. In the case of non-compliance with this obligation, the right to indemnity shall be lost in the event of wilful misconduct or gross fault.

### **A. Own damage caused to the insured vehicle**

1. Claim verification and valuation of the consequences. This shall be carried out by mutual agreement between the insurer and insured, and appraisal operations shall begin as soon as the relevant notification is received.
2. Claim settlement. If the parties reach an agreement at any time regarding the indemnity amount and method, the insurer shall pay the agreed sum or make the necessary arrangements to repair or replace the insured vehicle.  
  
If no agreement is reached within a period of 40 days from the date of the accident report, and without prejudice to the terms of Article 26 of these general conditions, the parties shall abide by the settlement dispute proceedings.
3. Criteria for claim valuation. Repairs shall be appraised based on their actual cost, with the exception of the terms set forth for tyres, and total losses shall be valued pursuant to the terms set forth for each cover.

4. In the event of variation in the value as new of the vehicle. In the event of variation in the vehicle's value as new, the insured sum shall automatically be taken as adjusted to said variation, whereupon the insurer must readjust the premiums at the next due date, and the condition of average shall not apply in the event of a claim. This variation shall be calculated using the definition of "value as new" from this policy's Preliminaries.
5. Submission of invoices. Urgent repairs. The parties may agree to substitute indemnity payment for repairing or replacing the damaged vehicle. Where indemnity payment is agreed upon, the insured must submit, as a prerequisite, the invoices corresponding to the repair work.

Whenever there is an urgent need for immediate repair, the insured may proceed, provided that the repairs do not cost more than 200 euros, and must submit the invoice to the insurer along with the claim report, in the method and terms set forth in the first paragraph of this article.

6. Obligations of the insured in the event of a fire. In the event of a fire, the insured, in addition to the general information to be included in the corresponding claim report, must indicate the place, date and exact time of the claim, its duration and all known or alleged causes, as well as the measures taken to counteract the effects of the fire and the approximate value of the damage.
7. Abandonment. The insured may not abandon the damaged property at the insurer's expense, even when the insurer is circumstantially in possession thereof.

## **B. Theft with violence of insured vehicle**

The insured must report the theft with violence to the relevant authorities and provide any means at his or her disposal to identify the perpetrators and recover the stolen property.

Clauses 1, 2, 3, 5 and 7 of Section A of this article also apply.

## **C. Personal accident cover for driver**

If the insured dies as a result of accidents covered under the policy, the insurer shall pay the beneficiaries the sum insured in the following order of precedence: spouse (legal or de facto) of the insured; in the absence thereof, his or her children, in equal parts; or, in the absence thereof, his or her legal heirs. In the case of permanent disability, the beneficiary shall be the insured.

The beneficiary must submit the following documents:

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

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

## D. Subsidy for temporary suspension of driving licence

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

- A claim report.
- Copy of the final ruling or government decision ordering the effective loss of the driving licence.

## E. Travel assistance

In the event of an occurrence that could require the provision of one of the services covered under this policy, the insured must immediately contact the insurer by calling the number appearing on the Assistance Card.

Should this requirement not be met, the insurer shall not be responsible for the claim.

Once the insured has contacted the Assistance service, he or she must indicate his or her policy number, contact telephone number and location and provide information about the circumstances of the claim and the type of assistance required. On receiving notification, the insurer shall give the necessary instructions to provide the required service.

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

## 25 SALVAGE OBLIGATION

**The insured, insurance policyholder or driver, where applicable, must use the means at their disposal to minimise the consequences of the claim.** Non-compliance with this obligation shall entitle the insurer to reduce its benefits based on the magnitude of the damage resulting therefrom and the degree to which the insured was at fault.

If the non-compliance was clearly intended to harm or mislead the insurer, the latter shall be released from all obligations to provide benefits resulting from the claim.

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

If, under the contract, the insurer is only required to provide indemnity for part of the damage caused by the claim, it must reimburse the proportional share of the salvage expenses, unless the insured has acted on instructions from the insurer, in which case the latter shall bear the full cost thereof.

## 26 PAYMENT OF INDEMNITY

The insurer is required to pay indemnity immediately upon conclusion of the investigations and loss adjustments required to establish the existence of the claim and, where applicable, the cost of the damage resulting therefrom. At all times, the insurer must, within 40 days of receiving the claim report, pay the minimum sum payable by the insurer, based on the circumstances known thereto.

The insurer shall be regarded as in default when it fails to provide the benefits within a period of 3 months from the occurrence of the claim or pay the minimum sum payable within 40 days of receiving the claim report, in which case the indemnity shall be increased through payment of an annual interest equal to the statutory interest rate plus 50%. These interest payments shall be calculated on a daily basis, without the need for any judicial claim. Nonetheless, the annual interest rate shall not be less than 20% two years after the occurrence of the claim.

## 27 SUBROGATION

- Once the indemnity has been paid, and where there is no need for other assignments, transfers, deeds or orders, the insurer is subrogated of all rights, appeals and actions corresponding to the insured against any perpetrators liable for the claim, including other insurers, where applicable, up to the indemnity limit, and consequently the insured is liable for any damages that his or her actions or omissions may cause the insurer to incur in its right of subrogation. The insurer may not, however, act in detriment to the insured whose rights it has subrogated.
- Except where liability for the claim is due to a fraudulent action or omission, the insurer shall not be entitled to subrogation against any party whose actions or omissions lead to liability on the part of the insured, or against the party that caused the claim where the party is a direct or indirect relative of the insured, up to the third civil degree of kinship, or an adoptive parent or child living with the insured.

If the liability referred to in the above paragraph is covered under an insurance policy, subrogation shall be limited to the cover guaranteed thereunder.

- In the event the insurer and the insured lodge concurrent claims against liable third parties, the amount awarded shall be shared between them in proportion to their respective interests.
- The three previous points do not apply to accidental death cover or permanent disability due to an accident cover, but do apply to healthcare cover.

## 28 OBLIGATION TO REPORT OTHER ADDITIONAL INSURANCE

When two or more contracts taken out by the same policyholder with different insurers cover the effects of the same risk on the same item for an identical period of time, the insurance policyholder or insured must, unless stipulated otherwise, inform each insurer of the other policies. If, due to wilful misconduct, this notification is not provided, and in the event of a claim during the period of over-insurance, the insurers are not required to pay indemnity. When a claim occurs, the insurance policyholder or insured must report the claim to each insurer and indicate the names of the other insurers.

The insurers shall pay the indemnity in proportion to their insured sum, which under no circumstances may exceed the cost of the damage. Subject to this limit, the insured may request the indemnity payable by each insurer, according to the respective contract. Any insurer that pays more than its proportional share may sue the other insurers.

If, as a result of a single claim involving two or more vehicles, damage is caused to third parties, each insurer shall contribute to fulfilling the obligations resulting from the event pursuant to the terms of the settlement agreements, that set forth in the court decision or, where applicable, in proportion to the amount of annual risk premium corresponding to the motor vehicle designated in the insurance policy entered into thereby.

With regard to the redress of injuries caused to the persons referred to in Article 2, the insurer to which the exclusion set forth in said article applies shall not participate, though this shall not imply a reduction of the corresponding indemnity.

## 29 RECOURSE

If it is necessary to reject a claim for which payments have been made or whose consequences have been guaranteed, the insurer may sue the insured for the sums paid or those that, due to the bail bond posted, it was required to pay.

The insurer may also lodge a claim for damages caused thereto by the insured or insurance policyholder in the cases and situations set forth in the policy.

## 30 TERMINATION OF THE INSURANCE

1. In the event of total loss of the insured object, the contract shall be terminated and the insurer is entitled to the unused portion of the current premium. Should the insurance policyholder bear the cost of repairing the vehicle, the insurance shall remain valid until the end of the insurance year underway with cover for mandatory public liability only.
2. In the event the insured vehicle disappears, and is subsequently deregistered by the Spanish Traffic Bureau (Jefatura de Tráfico), the contract shall be terminated and the insurer is entitled to the unused portion of the current premium.
3. The termination of the contract, as indicated above, shall not change the respective rights and obligations of the parties with regard to previously reported claims.

## 31 LIMITATION PERIOD

The actions resulting from this contract between the undersigning parties shall have a statute of limitations of 2 years for material damage and 5 years for personal injuries.

In both cases, the limitation period shall begin on the day the respective actions could be brought.

## 32 NOTICES AND JURISDICTION

- The insurance policyholder, insured or beneficiary shall send all notices intended for the insurer to the registered offices thereof indicated in the policy. Nonetheless, if they are sent to an agent of the insurer, they shall have the same effect as if they had been sent directly to the insurer.

- The insurer shall send all notices intended for the insurance policyholder, insured or beneficiary to the residence listed in the policy, unless they have informed the insurer about a change in residence.
- All notices sent to the insurer by a broker on behalf of the insurance policyholder shall have the same effect as if they had been sent by the policyholder him or herself, except where otherwise indicated thereby. The express approval of the insurance policyholder shall, at all times, be required to enter into a new contract or modify or terminate the insurance contract currently in force.
- This insurance contract is subject to Spanish Law. Any disputes arising therefrom shall be heard by the competent court corresponding to the residence of the insured. In the event the insured resides abroad, the insured shall provide an address in Spain for such purposes.

## 33 INDEMNITY CLAUSE

### THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES RESULTING FROM EXTRAORDINARY EVENTS.

#### JOINT CLAUSE FOR PERSONAL INJURY AND DAMAGE TO GOODS

Pursuant to the terms of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, and amended by Law 12/2006 of 16 May, the policyholder of an insurance contract that includes an obligatory surcharge payable to the aforesaid public business entity has the power to reach an agreement to cover extraordinary risks with any insurance company that meets the conditions required by the legislation in force.

Indemnity resulting from claims caused by extraordinary events that take place in Spain and affect risks located therein, as well as for claims regarding insurance of persons occurring abroad, when the primary residence of the insured is located in Spain, shall be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges thereto and when the following criteria are met:

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

The Insurance Compensation Consortium shall comply with the provisions set forth in the aforesaid Legal Statute, in the Insurance Contracts Act 50/1980 of 8 October, in the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004 of 20 February, and in all complementary provisions.

## 1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tsunamis, extraordinary floods (including battering of coastal waters), volcanic eruptions, atypical cyclones (including extraordinary winds with gusts exceeding 120 km/h, and tornadoes) and falling meteorites.
- b. Those caused suddenly as a result of terrorism, rebellion, insurrection, riots or civil unrest.
- c. Activities or actions of the Armed Forces or Security Forces and Services in peacetime.

## 2. Excluded risks

- a. Those that do not give rise to indemnity under the Spanish Insurance Contracts Act.
- b. Those caused to persons or property covered by insurance contracts that do not include an obligatory surcharge payable to the Insurance Compensation Consortium.
- c. Those due to inherent faults or defects in the insured object or to a clear lack of maintenance.
- d. Those caused by armed conflicts, even when they are not preceded by an official declaration of war.
- e. Those resulting from nuclear energy, without prejudice to the terms of the Nuclear Energy Act (Act 25/1964 of 29 April). Notwithstanding the foregoing, any direct damage caused to an insured nuclear plant shall be taken as included where such damage occurs as a result of an extraordinary event affecting the plant itself.
- f. Those due to the mere passage of time and, in the case of property that is fully or partially submerged on a permanent basis, those attributable to the mere action of waves or ordinary currents.
- g. Those caused by natural phenomena other than those indicated in Article 1 of the Regulations on Extraordinary Risk Insurance and, more specifically, those caused by a rise in the water table, hillside movements, landslides or soil settlement, falling rocks and other similar phenomena, except where they are clearly caused by the action of rainwater, which has, in turn, caused extraordinary flooding in the area, and occur at the same time as the flooding.
- h. Those caused by the actions of people during the course of disturbances and demonstrations held in accordance with the provisions of Organic Law 9/1983 of 15 July, which regulates the right to assembly, as well as during legal strikes, unless such actions may be classed as extraordinary events under the terms of Article 1 of the Regulations on Extraordinary Risk Insurance.
- i. Those caused by bad faith on the part of the insured.
- j. Those resulting from claims occurring during the elimination period set forth in Article 8 of the Regulations on Extraordinary Risk Insurance.
- k. Those related to claims occurring prior to payment of the first premium or where, under the terms of the Spanish Insurance Contracts Act, the cover provided by the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to premium non-payment.



- l. Indirect damage or losses resulting from direct or indirect damage, other than the loss of revenue as defined in the Regulations on Extraordinary Risk Insurance. More specifically, this cover does not include damage or losses sustained as a result of an outage or alteration in the outside supply of electric power, fuel gases, fuel oil, gas oil or other fluids, or any other damage or indirect losses other than those referred to in the above paragraph, even where such alterations result from a cause included in the extraordinary risk cover.**
- g. Claims that, due to their magnitude and severity, are classed by the Nation's Government as a "national catastrophe or disaster".**

### **3. Excess**

In the case of direct damage to things (except vehicles, homes and their homeowner associations' property), the excess payable by the insured shall equal 7% of the amount of the damage subject to indemnity caused by the claim.

There shall be no excess for insurance of persons.

In the case of lost revenue cover, the excess payable by the insured shall equal that set forth in the policy for ordinary claims resulting in a loss of revenue.

### **4. Scope of the cover**

The extraordinary risks cover shall apply to the same persons and property and have the same sums insured as those set forth in the policy for ordinary risks. Nonetheless, in policies covering own damage to motor vehicles, the Consortium covers all insured interest, even when cover under the policy is only partial.

With regard to life insurance policies that, under the terms of the contract and in accordance with the laws regulating private insurance, generate policy reserves, the Consortium's cover shall refer to the sum insured at risk for each insured party, i.e. to the difference between the insured sum and the policy reserves that, in accordance with the aforesaid laws, the insurer that issued the policy must have established. The amount corresponding to such policy reserves shall be paid by the aforementioned insurance company.

### **Procedure for actions in the event of a claim covered by the Insurance Compensation Consortium**

In the event of a claim, the insured, policyholder, beneficiary or their respective legal representatives must report the claim, directly or via the insurance company or insurance agent, within a period of seven days of becoming aware of it, to the regional office of the Consortium corresponding to the place where the claim occurred or by calling (+34) 902 222 665 to claim indemnity for material damage. The report must be formulated using the form established for such purposes, which is available on the Consortium's website [www.conorseguros.es](http://www.conorseguros.es) or at its offices or the offices of the insurance company. Furthermore, either the documents required due to the nature of the injuries or damage must be attached thereto or the information (insurance policy, bank account, etc.) indicated in the section "Extraordinary Risks Cover - Indemnity Proposal Form" on the Consortium's website must be provided.

In addition, the insured must keep the wreckage or remains of the claim for expert appraisal or, in the event this is absolutely impossible, provide documents that serve as proof of the damage, such as photographs, notarial documents, videos or official certificates. Furthermore, any invoices corresponding to damaged property that had to be immediately destroyed must be kept. All measures necessary to minimise the damage must be taken. The losses resulting from extraordinary events shall be appraised by the Insurance Compensation Consortium, which shall not be bound to any appraisals carried out, where applicable, by the insurance company covering the ordinary risks.

To clarify any doubts that may arise regarding the procedures to be followed, the Insurance Compensation Consortium has set up the following telephone helpline for insured parties: **(+34) 902 222 665**.









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