



CASER AUTO

General Terms and Conditions

CAJA DE SEGUROS REUNIDOS

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

Company address: Avenida de Burgos, 109 - 28050 Madrid

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Madrid Business Register Inscription -
Volume 2245 general - Page 179 - Section 8 - Sheet M-39662, inscription number A 435
C.I.F. (Tax Number): A 28013050

Mod.: K0000027-B

TABLE OF CONTENTS

PRELIMINARY ARTICLE.....	5
I. DEFINITIONS.....	5
II. MODALITIES.....	8
III. TERRITORY	8
ARTICLE 1. GENERAL EXCLUSIONS AND RIGHT TO CLAIM BACK FOR ALL MODALITIES	9
I. RISKS EXCLUDED IN GENERAL	9
II. RISKS EXCLUDED EXCEPT WHERE AGREED TO THE CONTRARY	11
III. RIGHT TO CLAIM BACK FOR ALL MODALITIES	11
ARTICLE 2. PROVISIONS FOR MODALITIES ONE A AND B.....	11
ARTICLE 3: DECLARATIONS	14
ARTICLE 4. PREPARATION, EFFECT OF THE CONTRACT AND DURATION OF THE INSURANCE	14
ARTICLE 5. OBLIGATIONS WHEN THE INSURANCE COMES INTO EFFECT AND DURING THE PERIOD IT IS IN FORCE.....	15
ARTICLE 6. PAYMENT OF THE PREMIUM.....	15
ARTICLE 7. DIRECT DEBIT OF BILLS	16
ARTICLE 8. HOW AND BY WHOM THE POLICY CAN BE TERMINATED	16
ARTICLE 9. EXPIRY OF CONTRACT	17
ARTICLE 10. DUAL INSURANCE	17
ARTICLE 11. AGGRAVATION OF THE RISK.....	18
ARTICLE 12. REDUCTION OF THE RISK	18
ARTICLE 13. INACCURACY IN THE DECLARATION OF THE RISK.....	18
ARTICLE 14. TRANSFER OF THE INSURED VEHICLE.....	19
ARTICLE 15. COMMUNICATIONS	19
ARTICLE 16. BENEFICIARY CLAUSE.....	19
ARTICLE 17. POLICYHOLDER'S OBLIGATIONS IN THE CASE OF AN ACCIDENT	20
ARTICLE 18. FURTHER OBLIGATIONS OF THE POLICYHOLDER OR INSURED PARTY.....	20
ARTICLE 19. REJECTION OF THE ACCIDENT	21
ARTICLE 20. VERIFICATION OF DAMAGES	22
ARTICLE 21. AGREEMENT OF INDEMNIFICATION.....	22
ARTICLE 22. DESIGNATION OF APPRAISERS	22

ARTICLE 23. LACK OF DESIGNATION	22
ARTICLE 24. THIRD APPRAISER.....	22
ARTICLE 25. BINDING OPINION	23
ARTICLE 26. APPRAISAL COSTS.....	23
ARTICLE 27. CONSEQUENCES OF THE DESIGNATION OF APPRAISERS.....	23
ARTICLE 28. DETERMINATION OF THE INDEMNIFICATION.....	23
ARTICLE 29. EXCESSES	24
ARTICLE 30. PAYMENT OF THE INDEMNIFICATION.....	25
ARTICLE 31. SUBROGATION.....	27
ARTICLE 32. EXPIRY	27
ARTICLE 33. JURISDICTION.....	27
ARTICLE 34. MODALITY ONE A – COMPULSORY CIVIL LIABILITY INSURANCE.....	28
ARTICLE 35. MODALITY ONE B – VOLUNTARY CIVIL LIABILITY INSURANCE.....	29
ARTICLE 36. MODALITY ONE C – AGRICULTURAL CIVIL LIABILITY	30
ARTICLE 37. MODALITY ONE D – CIVIL LIABILITY INSURANCE FOR THE LOAD.....	31
ARTICLE 38. – MODALITY TWO – DAMAGES TO THE INSURED VEHICLE, INCLUDING FIRE.....	31
ARTICLE 39. MODALITY THREE – THEFT OF THE VEHICLE	34
ARTICLE 40. MODALITY FOUR – BROKEN WINDOWS	35
ARTICLE 41. MODALITY FIVE – CORPORAL ACCIDENTS	36
ARTICLE 42. MODALITY SIX – SUBSIDY FOR LOSS OF DRIVING LICENCE..	41
ARTICLE 43. EXTRAORDINARY RISK COVER CLAUSE	43
A. CLAUSE OF INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM OF LOSSES RESULTING FROM EXTRAORDINARY EVENTS WITHIN THE TERRITORY OF SPAIN	43
I. SUMMARY OF STATUTORY PROVISIONS.....	43
II. ACTION PROCEDURE IN THE CASE OF ACCIDENT LIABLE TO INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM	46
B. CLAUSE OF INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM OF LOSSES RESULTING FROM EXTRAORDINARY EVENTS	47
I. SUMMARY OF STATUTORY PROVISIONS.....	48
II. ACTION PROCEDURE IN THE CASE OF ACCIDENT LIABLE TO INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM	49
C. SUMMARY OF NORMS.....	51

D. ACTION PROCEDURE IN THE CASE OF ACCIDENT.....	52
ARTICLE 44. ANNUAL MODIFICATION OF THE PREMIUM BASED ON THE "BONUS-MALUS" SYSTEM	54
APPLICATION NORMS	54
ARTICLE 45. SPECIFIC CONDITIONS OF TRAVEL ASSISTANCE INSURANCE.....	56
I. CONDITIONS FOR CATEGORY 1 VEHICLES (PRIVATE CARS, PRIVATE CAR DERIVATES, ALL-TERRAIN VEHICLES, PEOPLE CARRIERS, VANS OF UP TO 3,500 KG MAW, WITH OR WITHOUT TRAILER) AND CATEGORY 3 VEHICLES (MOPEDS, CARRIER TRICYCLES AND MOTORCYCLES).....	57
II. SPECIAL CONDITIONS FOR VANS, TRUCKS, RIGID LORRIES OF OVER 3,500 KG MAW AND COACHES.....	63
SPECIFIC CONDITIONS OF THE LEGAL PROTECTION INSURANCE	71
INSTRUCTIONS FOR THE USE OF THE CLAIMS GUARANTEE ABROAD	76
ANNEX 1. GENERAL ADVICE IN THE CASE OF AN ACCIDENT.....	79

GENERAL TERMS AND CONDITIONS OF THE INSURANCE CONTRACT

PRELIMINARY ARTICLE

The content of this policy has been adapted to the provisions set forth in Article 25.2 of Royal Executive Decree 6/2004, of 29th October, which enforces the Consolidated Text of Law 30/95 of 8th November for the Legislation and Supervision of Private Insurance, to the regulations thereof (Royal Decree 2486/1998) and to the Insurance Contract Law of 8th October 80 (Law 50/80).

I. DEFINITIONS

The references used in this contract are defined as follows:

- 1. INSURER:** CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter "CASER", with registered office at Avenida de Burgos, 109, 28050 Madrid, Spain, who, by virtue of the collection of the payment of the corresponding premiums, assumes the cover of the risks that are contractually agreed, whereby the control and supervision of its activity corresponds to the General Dept. of Insurance and Pension Funds of the Ministry of the Economy and Treasury.
 - 2. POLICYHOLDER:** The physical or legal person who, together with CASER, signs this contract and assumes the obligations resulting thereby, except those which, by their nature, must be assumed by the Insured Party.
 - 3. INSURED PARTY:** The physical or legal person, owner of the asset or interest being insured, who, in substitution of the Policyholder, assumes the obligations arising from the contract.
 - 4. OWNER:** The physical or legal person who, before the competent bodies, is the owner of the vehicle being insured by this policy.
 - 5. BENEFICIARY:** The physical or legal person holding the right to the indemnification.
 - 6. DRIVER:** The person or persons who, being legally able to drive and authorised to do so by the Insured Party or Owner of the insured vehicle, drive said vehicle or have it under their custody or responsibility at the time of accident.
- It shall be understood that the vehicle shall be driven only by the person or persons nominally designated in the Specific Conditions, and whose declared characteristics shall serve as the basis for calculating the premium.**
- 7. POLICY:** The document containing the conditions that regulate the insurance. The policy comprises the following: The General Terms and Conditions; the Specific Conditions that customise each risk; the Special Conditions, where applicable, and the Supplements or Appendixes issued as complements or modifications thereto.

8. AMOUNT INSURED OR COVER LIMIT: Maximum amount to be indemnified per accident in each modality.

9. EXCESS: The expressly agreed amount that is to be deducted from the indemnification corresponding to each accident and which the Insured Party must pay himself.

10. INSURED VEHICLE: The automobile, with its standard features and options and/or trailer, where applicable, as identified in the Specific Conditions of the insurance.

11. The STANDARD AND/OR OPTIONAL FEATURES are defined as follows:

- The features that are always included in said model of vehicle by the manufacturer at no extra charge and which cannot be acquired on the market shall be considered standard.
- The features that are expressly requested by the buyer of the vehicle or which are included additionally to the standard features, as a gift or as a special offer by the dealer or vendor, shall be considered optional.

All optional features must be listed in the Specific Conditions together with their literal. This shall be applied specifically to radio-cassettes, audiovisual equipment, transmission or telephony equipment, even when they were installed in the vehicle when it left the factory or the dealer's or vendor's installations.

12. ACQUISITION VALUE: The amount paid by the owner, as indicated on the invoice, for the acquisition of the insured vehicle, including legal taxes and surcharges that make it apt for use on the public highway, **except when they may be physically deducted** by the owner. This price includes only those accessories included in the vehicle as standard specifically and the optional features shown in the Specific Conditions.

13. VENDIBLE VALUE: The sale value of the insured vehicle immediately before an accident. Said vendible value shall be set in accordance with the price of a vehicle of identical characteristics, conditions and age on the second hand vehicle market, based on the prices published in the statistical bulletin published by the National Association of Motor Vehicle, Repair and Spares Vendors ("GANVAM") or similar, with the corrections to be applied if the vehicle can be examined.

14. FIRST RISK: The maximum indemnification limit in the case of accident shall be the value included in the Specific Conditions. Once an accident has occurred, the proportionate amount of the premium up to its next date due must be paid for the cover to be renewed.

15. PREMIUM: The price of the insurance. Furthermore, the premium bill shall contain the legally applicable surcharges, taxes and duties.

The premium, the definition of which responds to the principle of the free market regarding insurance, may be modified in such a way that CASER may satisfy the total amount of obligations arising from the insurance contract.

16. ACCIDENT: All events with consequences guaranteed by the modalities set forth in the insurance.

The damages resulting from the same event shall be considered as one single accident.

17. CORPORAL DAMAGE: Corporal injury or death caused to physical persons.

18. MATERIAL DAMAGE: The damage, deterioration or destruction of things, together with damage to animals.

19. TOTAL LOSS: When this guarantee is to be applied and the cost of repairing the vehicle that has suffered the accident **is higher than 75 per cent its vendible value or, where applicable, its acquisition value**, the situation shall be considered one of total loss (write-off).

20. THEFT: Theft refers to the crimes of robbery and theft as typified in the Penal Code, whether perpetrated or attempted.

21. ORDINARY TRAFFIC CIRCUMSTANCES: For the purposes of Civil Liability resulting from motor vehicle traffic and compulsory insurance, the term ordinary traffic circumstances refers to those circumstances arising from the risk created by the driving of motor vehicles in garages and car parks, public roads and streets fit for traffic, both in and between urban centres, and roads and streets not fit for common use.

The concept of ordinary traffic circumstances does not include those resulting from sports races with motor vehicles on circuits specifically aimed at said purpose or prepared for said races.

Neither shall the concept include the circumstances resulting from the implementation of industrial or farming tasks by motor vehicles specifically designed for said purpose, without detriment to the application of the provisions set forth in paragraph 1 of this definition, in the case of traffic circulating along the roads or streets indicated in said paragraph.

The use of a motor vehicle as an instrument in committing crimes against persons and assets shall not be considered as ordinary traffic circumstances. In all cases, the use of a motor vehicle in any of the ways set forth in the Penal Code as behaviour constituting an offence against traffic safety shall be considered as an ordinary traffic circumstance, including the case set forth in Article 383rd of the Penal Code.

22. ORDINARY TRAFFIC ZONE: For the effects and purposes of the premium applicable to the contract, this refers to the zone of the address of the driver indicated in the Specific Conditions.

23. THEFT OF THE ENTIRE VEHICLE: The situation of Theft of the Entire Vehicle shall be considered as existing in the case of theft, robbery or larceny of the insured vehicle when it has not been recovered in the term of forty days after the date it is declared to CASER.

The recovery date of the insured vehicle shall be that on which it is recovered by the competent authority.

24. CATEGORY ONE VEHICLES: This category includes private and commercial cars of four or more wheels, as long as their total weight, including their payload, is equal to or less than 3,500 kg.

25. CATEGORY TWO VEHICLES: This category includes vehicles with four or more wheels, with a weight of over 3,500 kg.

- Lorries: This section includes lorry vehicles, trucks for pulling articulated lorries, public cleaning and irrigation vehicles.
- Industrial vehicles.
- Tractors and automatic farming machinery, vehicles and forestry tractors.
- Trailers and semi-trailers.

26. CATEGORY THREE VEHICLES: This category includes vehicles with two or three wheels. This includes scooters, carrier tricycles, motorcycles, mopeds and similar.

II. MODALITIES

By virtue of this contract, CASER assumes the cover of the risks in the following modalities, which have been expressly agreed in the Specific Conditions, with the limits and with regard to the motor vehicle or vehicles specified therein:

ONE A: COMPULSORY CIVIL LIABILITY (Article 34).

ONE B: VOLUNTARY CIVIL LIABILITY (Article 35).

ONE C: AGRICULTURAL CIVIL LIABILITY (Article 36).

ONE D: CIVIL LIABILITY FOR THE LOAD (Article 37).

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

THREE: THEFT OF THE VEHICLE (Article 39).

FOUR: BREAKAGE OF WINDOWS (Article 40).

FIVE: CORPORAL ACCIDENTS (Article 41).

SIX: SUBSIDY FOR LOSS OF DRIVING LICENCE (Article 42).

III. TERRITORY

1. The compulsory cover, modality One A, regulated in Article 34 of this policy, shall have effect in the European Economic Area and the other countries that signed the Inter-Bureaux-type Agreement (Green Card Agreement), in accordance with the provisions set forth in Article 4 of the Law governing Motor Vehicle Insurance and Civil Liability, as written by the D.A. 8 of Law 30/1995, of 8th November, for the Legislation and

Supervision of Private Insurance, the consolidated text of the Law for the Use and Circulation of Motor Vehicles, approved by Royal Decree 632/1968 and in Article 7 of the Regulations governing Motor Vehicle Insurance and Civil Liability, approved by Royal Decree 7/2001, of 12th January.

2. The voluntary cover in modalities One B, One D, Two, Three, Four and Five, if contracted in the Specific Conditions of this policy, shall be valid in:

- Spain and the other countries of the European Economic Community.
- The other countries that signed the Inter-Bureaux-type Agreement (Green Card Agreement) and which appear on the International Insurance Certificate.
- Andorra, Gibraltar, Liechtenstein, Monaco, San Marino and the Vatican.

3. The guarantees regarding travel assistance and legal aid shall be subject to the provisions set forth therein.

Modalities One C and Six shall have effect in Spain only.

ARTICLE 1. GENERAL EXCLUSIONS AND RIGHT TO CLAIM BACK FOR ALL MODALITIES

I. RISKS EXCLUDED IN GENERAL

The exceptions arising from the Compulsory Civil Liability cover without detriment to CASER's right to claim back against the Driver or the Insured Party.

Besides the specific exclusions that appear in the different modalities, CASER, in general, does not cover the consequences of the following events:

- b) Those caused voluntarily with or to the vehicle by the Policyholder, the Insured Party, the driver, the owner or any of their family members, except when the damage has been caused to avoid greater damage.**
- b) Those caused by floods, earthquakes, volcanic eruption, atypical cyclonic storms, meteorites and bodies dropping from space, terrorism, riots, popular revolt, events or actions taken in times of peace by the armed forces or the security forces, events occurring during a civil or international war, riotous actions taken during meetings, demonstrations or strikes and occurrences declared by the government authorities as "national disasters or catastrophes."**
- c) Those produced as a result of whatsoever modification to the atomic structure of matter or its thermal, radioactive and other effects, or of the artificial acceleration of atomic particles.**
- d) Those resulting from driving when inebriated or under the influence of drugs, narcotics or psychotropic substances, or when the tests made on the driver of the insured vehicle after the accident reveal an alcohol level in the blood or in breath that is above that which is legally permitted, or when the driver is**

sentenced as a result of a specific crime of driving when inebriated or when the sentence against the Driver cites this circumstance as a determining and/or concurrent cause of the accident.

e) Those produced when the insured vehicle is being driven by a person without the corresponding driving licence or with an insufficient driving licence, or who has broken the sentence or administrative fine cancelling or taking away said licence, except for the rights in favour of the Insured Party resulting from the modality of theft when covered by the policy.

f) When the driver of the vehicle insured by CASER causing the accident is found guilty of the crime of "failure to render assistance." This exclusion shall not affect the owner of the vehicle when the driver is his employee, without detriment to CASER's right to claim back against said driver.

g) Those produced as a result of theft, larceny and thievery or unauthorised use of the insured vehicle. If the vehicle were protected by the cover set forth in Article 39, modality Three of the policy, the provisions set forth therein shall apply.

h) Except where agreed to the contrary, those produced by whatsoever type of motor vehicles performing industrial or agricultural tasks, when the accidents occur as a result of the carrying out of the corresponding industrial or agricultural task and are not the direct consequence of the traffic of said vehicles.

i) Those produced when the Policyholder, the Insured Party or the driver has broken the provisions set forth regarding periodical technical servicing, number of persons transported, weight, authorised load or vehicle size, the things or animals that can be transported or the way in which they are transported, as long as the offence has been the direct or indirect cause of the accident or its consequences if the vehicle is not officially authorised to transport people.

j) Those produced as a result of the participation of the insured vehicle in bets, challenges or sports races.

K) Those produced as a result of the use of the insured vehicle as an instrument for committing a crime against persons or assets.

In whatsoever case, CASER shall be exempted from the payment of the indemnification and from whatsoever service if the accident has been caused by the Policyholder, the Insured Party, the owner or the driver authorised by the latter or by family members of any of them in bad faith, or if the declaration of the accident contains intentionally false or simulated statements, without detriment to whatsoever other type of liabilities that may be applicable.



II. RISKS EXCLUDED EXCEPT WHERE AGREED TO THE CONTRARY

Unless expressly included in the Specific Conditions and, where applicable, the corresponding bonus loading is paid; the cover set forth in the policy does not include the consequences of the following events:

- **Those produced as a result of the participation of the insured vehicle in races or competitions, or in races to prepare for said competitions.**
- **Those produced as a result of the insured vehicle being inside airport premises, even if sporadically so, or in seaports when they are vehicles that are habitually driven around said premises.**

III. RIGHT TO CLAIM BACK FOR ALL MODALITIES

Once indemnification has been paid, CASER may claim back:

1. Against the driver, the owner of the vehicle causing the accident and/or the Insured Party if the damage caused is due to the negligent driving of any of the aforementioned parties, to driving under the influence of alcohol or under the influence of drugs, narcotics or psychotropic substances, or when the tests made on the driver of the insured vehicle after the accident reveal a blood or breath alcohol level that is above that which is legally permitted, or when the driver is sentenced as a result of a specific crime of driving when inebriated or when the sentence against the driver cites this circumstance as a determining and/or concurrent cause of the accident.
2. Against the third party responsible for the damage.
3. Against the Policyholder, the Insured Party, the owner or the driver, as a result of causes resulting from the insurance contract.
4. In whatsoever other case in which said claim may be implemented in accordance with law.

ARTICLE 2. PROVISIONS FOR MODALITIES ONE A AND B

1. Duty to provide information

The Policyholder or the Insured Party must notify CASER, **within the period of twenty-four hours**, of whatsoever judicial, extrajudicial or administrative notification he receives regarding the accident, together with any kind of information about the circumstances and consequences thereof.

If this duty is not fulfilled, the right to indemnification shall be lost only in the case of negligence or serious culpability, in which case, if CASER has already made payments or is in the position where it has to make them, it may claim the return of said payments from the Policyholder or the Insured Party.

In the judicial proceedings against the Policyholder or Insured Parties, the former must send the demand or conciliation document, where applicable, to CASER's address within a period of twenty-four hours.

2. Accident claims

Unless authorised to do so by CASER, the Insured Party may not negotiate, admit or reject any claim related to accidents covered by this policy. The transaction of the Insured Party with the opposing part, without prior authorisation from CASER, shall give the latter the right to claim back against the Insured Party for the amounts it is obliged to pay out.

3. Defence of the Insured Party

Unless agreed to the contrary, CASER shall assume legal management regarding the claims made by those affected by accidents which supposedly lead to Civil Liability as guaranteed in this policy, designating the lawyers and solicitors who shall defend and represent the Insured Party or persons for whom he must respond. This shall be so even if said claims are unfounded. The resulting expenses shall be met by CASER. The Insured Party must provide the collaboration required for said defence, undertaking to grant powers and personal assistance if necessary.

When the claimant is also insured by the same Insurance Company, the accident shall be excluded from cover, or if there is another possible conflict of interests, the Insurer shall notify the Insured Party, without detriment to the implementation of diligences which, due to their urgent nature, are necessary for defence purposes. The Insured Party may choose between the maintenance of the legal management by the Insurer or commission his representation and defence to another person, in which case, the Insurer shall pay the expenses of said legal management in accordance with the guidelines of the corresponding professional associations or legal fees, where applicable, up to the limit agreed in the policy.

4. Faculty for transaction

CASER may settle at any time with claimants the amounts claimed, within the limits of the cover of the policy.

5. CASER's services

Within the limits indicated in the Specific Conditions, the following shall be on CASER's account:

- Payment to claimants or to their entitled parties of the indemnifications resulting from the Civil Liability of the Insured Party or the driver under the terms set forth in Articles 34 and 35.
- The bail payments which may be required of the Insured Party or driver by the courts, up to the amount indicated in the Specific Conditions of the policy for said cover.

6. Lawsuits

In the judicial proceedings against the Policyholder or Insured Parties, the former must send the lawsuit or conciliation document, where applicable, to CASER's address within a period of twenty-four hours.

7. Reimbursement of amounts, legal costs and expenses

If legal proceedings sentence the opposing party to pay costs, CASER shall subrogate to the rights of the Insured Party to receive them in order to be reimbursed for all the expenses paid and included therein.

In penal proceedings, if the Policyholder, the Insured Party, the owner or the driver is definitively sentenced for a crime committed through negligence, he shall be obliged to repay CASER the amounts paid out by the latter in his defence.

CASER reserves the right to require of the Policyholder, the Insured Party, the owner or the driver the repayment of the amount of any of the bail payments made in a criminal proceedings against any of the insured persons, as long as the bail in question is lost for reasons attributable to said persons.

CASER may require of the Policyholder, the Insured Party, the owner or the driver the repayment of whatsoever amount it has paid above the cover limit indicated in the Specific Conditions.

CONTRACT SPECIFICATIONS

ARTICLE 3: DECLARATIONS

The application form and questionnaire completed by the Policyholder, together with CASER's proposal, where applicable, in conjunction with this policy, constitute one single insurance contract, which covers, within the agreed limits, the assets and risks set forth therein.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder may require CASER, **within the term of one month** from the delivery of the policy, to correct the difference. After the abovementioned term has passed and the claim has not been made, the provisions set forth in the policy shall apply.

This article is included in this policy in fulfilment of Article 8th, final paragraph of the Insurance Contract Law.

ARTICLE 4. PREPARATION, EFFECT OF THE CONTRACT AND DURATION OF THE INSURANCE

The insurance comes into force at the time and on the date indicated in the Specific Conditions, once the contract has been signed and as long as, unless agreed otherwise, CASER has received the payment of the premium.

The contract shall be rendered null and void if, at the moment of its preparation, the vehicle does not exist or the accident has happened.

The duration of the contract is established in the Specific Conditions. Each year, unless agreed to the contrary, the policy shall expire and be automatically renewed. For the insurance to remain in force, the Policyholder must pay the premium corresponding to the following year.

The parties may oppose the extension of the contract by means of notification in writing to the other part with **two months' notice** prior to the expiry of the current insurance period.

Only CASER is authorised to issue premium bills, whereby only the bills it issues, or, in the case of direct debit in a financial institution, those issued by said institution in the name of CASER, shall be discharged.

At each expiry of the policy and in the modifications to the risk requested by the Policyholder, the premium shall be calculated on the rate current on that date.

ARTICLE 5. OBLIGATIONS WHEN THE INSURANCE COMES INTO EFFECT AND DURING THE PERIOD IT IS IN FORCE

This policy has been drawn up based on data provided by the Policyholder, which have led to the acceptance of the risk, the assumption by CASER of the obligations resulting from the contract and the establishing of the premium.

The Policyholder has the obligation, before the end of the contract, to declare to CASER, in accordance with the questionnaire provided by CASER, all the circumstances of which he is aware that may influence the valuation of the risk. He shall be exempted from said obligation if CASER fails to put the questionnaire to him or when, even though he has done the questionnaire, the circumstances are such that they affect the valuation of the risk but are not included in the questionnaire.

The Policyholder or the Insured Party must, during the period the contract is in force, notify CASER as soon as possible of all the circumstances that increase the risk and are such that if they had been known to the latter at the preparation of the contract, it would have not been signed or would have had stricter conditions. Said circumstances include the objective conditions of the driver or drivers, the characteristics of the insured vehicle and the use it is given.

ARTICLE 6. PAYMENT OF THE PREMIUM

The Policyholder is obliged to pay the first premium or the single premium on the preparation and signing of the contract. The subsequent premiums must be paid on the corresponding due dates.

If the Specific Conditions do not stipulate a place for the payment of the premium, it shall be understood that this must be carried out at the address of the Policyholder, except in the processes where the bill is paid at the counter, where the operation may be carried out at any of the financial institutions set forth on said bill.

If the policy does not come immediately into force, the Policyholder may delay the payment of the premium until it is to come into effect.

If, for reasons to do with the Policyholder, the first premium is not paid, or the single premium has not been paid on its due date, CASER shall have the right to terminate the contract or require the enforced payment of the premium due pursuant to the policy. If the premium has not been paid before an accident occurs, CASER shall be released from any obligation whatsoever.

In the case of lack of payment of any of the subsequent premiums, the cover given by CASER shall be postponed until one month after its due date. If CASER does not claim the payment within the six months following the due date of the premium, it shall be understood that the contract has expired, without the need for notification or requirement on its part.

In any case, when the contract is in postponement, CASER may only require the payment of the premium corresponding to the current period.

If the contract is not terminated or expired in accordance with the above paragraphs, the cover comes once again into effect twenty-four hours after the Policyholder has paid the premium.

In annual insurances, CASER may allow, upon request of the Policyholder, payment of the premium by instalments, without detriment to the annual character of the insurance, whereby the entire annual amount must be eventually paid and, in case of accident, CASER may deduct from the indemnification for which it is responsible the instalments pending payment for the current year.

If the Policyholder were to fail to pay the instalments on their due dates, the provisions set forth in the above paragraphs shall apply.

ARTICLE 7. DIRECT DEBIT OF BILLS

If the direct debit of the premium bills is agreed, the following norms shall apply:

1. The Policyholder shall write to the bank company or savings bank to issue the order for the corresponding payment.
2. The premium shall be understood as paid on its due date unless, when attempting to collect payment, the bank was to return the bill unpaid. In that case, CASER shall notify the Policyholder of the non-payment in writing, informing him of the new method of payment and the new term for paying the corresponding bill.

ARTICLE 8. HOW AND BY WHOM THE POLICY CAN BE TERMINATED

1. The Policyholder and CASER, by means of written notification to the other party with two months' notice prior to the finalisation of the current insurance period.
2. The Policyholder and CASER pursuant to the provisions set forth in Article 14.
3. The Policyholder in accordance with the provisions set forth in Article 12.
4. CASER in accordance with the provisions set forth in Article 13.
5. CASER pursuant to the provisions set forth in Article 11.
6. Both parties by mutual agreement may terminate the contract after the declaration of an accident, whether it has led to the payment of indemnification or not. CASER shall return to the Policyholder the part of the total paid premium corresponding to the period between the date of the termination and that of the expiry of the current insurance period.

ARTICLE 9. EXPIRY OF CONTRACT

The contract shall expire:

1. In the cases of theft of the entire vehicle and total loss of the insured vehicle, CASER shall have the right to keep the premium corresponding to the current period.

The expiry of the contract as a consequence of this circumstance shall not modify the respective rights and obligations of the parts regarding the accidents declared.

2. In the case of non-payment of a premium if the contract has not been terminated and CASER fails to claim payment within the six months after the expiry of the last paid period.

ARTICLE 10. DUAL INSURANCE

1. When two or more contracts stipulated by the same Policyholder with different Insurers cover the effects one single risk may produce over the same interest and during an identical period of time, the Policyholder or Insured Party must notify each Insurer of the other insurances he stipulates.

If this notification were omitted deliberately, and in the case of over-insurance an accident were to occur, the Insurers shall not be obliged to pay out the indemnification.

Once the accident has occurred, the Policyholder or the Insured Party must notify each Insurer, indicating the names of the others.

The Insurers shall contribute to the payment of the indemnification proportionately to the insured amount, whereby the total amount of the damages may not be exceeded. Within this limit, the Insured Party may ask each Insurer for the due indemnification as set forth in the contract. The Insurer that has paid an amount above that which proportionately corresponds to him may claim against the other Insurers.

2. For modality One A, if one single accident, covered by one single traffic Civil Liability insurance, leads to several injured parties regarding material damages and the sum of the indemnifications exceeds the limit set forth for said purpose, the right of each injured party regarding CASER shall be reduced in proportion to the damages suffered.

If, due to one single accident involving two or more vehicles, damages to a third party are caused, each Insurer shall contribute to the fulfilment of the resulting obligations, in accordance with the provisions set forth in the transactional agreements, pursuant to what is dictated in the judicial sentence or, where applicable, in proportion to the amount of the annual risk premium corresponding to the motor vehicle designated in the insurance policy to which it is subscribed.

ARTICLE 11. AGGRAVATION OF THE RISK

The Policyholder or the Insured Party is obliged, during the period the contract is in force, to notify CASER as soon as possible of all circumstances that may aggravate the risk, whereby:

1. CASER may propose the modification of the contractual conditions in a term of two months from the day when the aggravation has been declared. The Policyholder has fifteen days from the reception of said proposal to accept or reject it.

In the case of rejection or no reply, CASER may, after the abovementioned term has passed, terminate the contract after informing the Policyholder of its intentions and giving him a second term of fifteen days to reply. After this second period and within the following eight days, the Policyholder shall be notified of the definitive termination of the contract.

2. CASER may also terminate the contract by written notification to the Policyholder within the term of one month from the day on which he was informed of the aggravation of the risk.

3. If an accident were to occur without there having been a declaration of the aggravation of the risk, CASER shall be released from its obligations if the Policyholder or the Insured party has acted in bad faith.

In any other case, its obligations shall be reduced in proportion to the difference between the agreed premium and that which would have been applied if the true size of the risk had been known.

In the case of termination of contract by CASER, the latter shall return to the Policyholder the part of the total paid premium corresponding to the period between the date of the termination and that of the expiry of the current insurance period.

ARTICLE 12. REDUCTION OF THE RISK

The Policyholder or the Insured Party may, during the period in which the contract is in force, inform CASER of all the circumstances reducing the risk and which, had they been known by the latter at the moment of the preparation of the contract, would have led to the contract being prepared in more favourable conditions for the Policyholder.

In that case, at the finalisation of the current period covered by the premium, CASER shall reduce the amount of the future premium proportionately, whereby the Policyholder shall otherwise have the right to terminate the contract and to receive the difference between the paid premium and that which would have been due from the moment he notified the reduction of the risk.

ARTICLE 13. INACCURACY IN THE DECLARATION OF THE RISK

1. CASER may terminate the contract by notification addressed to the Policyholder within the term of one month, from the moment it becomes aware of the reservations or inaccuracy of the Policyholder. From the very moment when CASER makes said

declaration, the premiums corresponding to the current period shall become its property unless there is serious negligence or culpability on its part.

2. If an accident were to happen before CASER made the declaration indicated above, its obligations shall be reduced in the same proportion as that existing between the premium agreed in the policy and that which corresponds to the true size of the risk.

3. When the reservations or inaccuracy were the result of serious negligence or culpability of the Policyholder, CASER shall be exempted from the payment of its obligations. In these cases, if CASER had had to pay out any of its obligations, its right to claim back against the Policyholder and/or Insured Party is expressly recognised.

ARTICLE 14. TRANSFER OF THE INSURED VEHICLE.

The Policyholder must notify CASER of the transfer of the insured vehicle. CASER shall terminate the contract within the fifteen-day period following that on which it is informed of the verified transfer. CASER shall return the part of the premium that has been paid and not used to the Policyholder.

If CASER were to be informed of the change of ownership of the vehicle without prior notification from the Policyholder, it may claim the damages caused by the failure to comply with the obligation of informing CASER of the change of ownership from the previous owner.

ARTICLE 15. COMMUNICATIONS

1. The communications resulting from this contract must be made in writing and sent to the address of the contracting parties as indicated on the policy.

2. The communications made by the Policyholder to the insurance agent or insurance company indicated in the contract, shall have the same effects as if they had been made directly to CASER. Furthermore, the payment of the premium bills by the Policyholder to the aforementioned insurance agent shall be considered made to CASER unless this has been expressly excluded and specially expressed in the Specific Conditions of this policy.

3. The payment of the premium amount made by the Policyholder to the broker shall not be considered made to CASER, unless in exchange, the broker gives the Policyholder the premium receipt issued by the company.

4. The Insurance Contract and its modifications or additions must be made in writing.

ARTICLE 16. BENEFICIARY CLAUSE

If this concept appears in the Specific Conditions, it is expressly agreed at the request of the Policyholder or Insured Party that, in the case of a write-off covered by the guarantees set forth in this policy, where payment in cash is applicable and not repair by CASER, the person or entity designated in the Specific Conditions shall be considered as the Beneficiary of the insurance, to the amount the Policyholder/Insured Party owes the former when the accident happens within the maximum limits of the insured amount.

ACCIDENTS

ARTICLE 17. POLICYHOLDER'S OBLIGATIONS IN THE CASE OF AN ACCIDENT

1. The Insured Party, the Policyholder, the owner or the driver where applicable must use all the means within his reach to lessen the consequences of the accident. Non-fulfilment of this obligation shall give CASER the right to reduce its obligations by the appropriate proportion, taking into account the importance of the damage resulting from the accident and the degree of culpability of the Insured Party, the Policyholder, the owner or the driver.

If this non-fulfilment occurs with the evident intention of damaging or deceiving CASER, the latter shall be released from all its obligations resulting from the accident.

2. The expenses resulting from the fulfilment of the aforementioned obligation, as long as they are not inappropriate or disproportionate to the assets saved, shall be paid by CASER, as long as they do not exceed the amount of indemnification.

If by virtue of the contract CASER has only to indemnify a part of the damage caused by the accident, CASER shall repay the proportional part of the salvage expenses, unless the Policyholder or Insured Party has acted in accordance with CASER's instructions, in which case the latter shall respond for the total amount of said expenses.

3. The Policyholder or the Insured Party or the Beneficiary shall notify CASER of the occurrence of the accident within the **maximum term of seven days** of learning of said accident, unless a longer term has been set forth in the policy. In the case of non-fulfilment, CASER may claim the damages caused by failure to declare. This effect shall not take place if it is proved that CASER has learned of the accident by other means.

4. The Insured Party may not abandon on CASER's account the assets affected by the accident, except in cases that are specifically considered in the law and in these General Terms and Conditions.

ARTICLE 18. FURTHER OBLIGATIONS OF THE POLICYHOLDER OR INSURED PARTY

1. Insured Party's obligation in case of fire.

In this case, besides the general details that must appear on the corresponding declaration of the accident, the Insured Party must send CASER an authorised copy of the declaration made to the corresponding Authority, indicating the place, date and exact time of the accident, the causes, both known and presumed, and the measures taken to stop the effects of the fire.

2. Insured Party's obligations in case of theft

In the case an accident should occur, the Insured Party is obliged to adopt the measures within his control to limit or reduce losses, doing everything possible to recover the objects that have disappeared, and avoiding the loss of any indication of the crime or suspected criminals, until the occurrence has been duly examined.

As soon as possible after learning of the accident, the Policyholder, the Insured Party or the Beneficiary must report the occurrence to the local police Authority, indicating the name and address of CASER and notify the latter in writing of the list of stolen objects and the approximate estimation of the damages, together with a copy of the report to the Authority.

3. Loss of driving licence

The Policyholder or Insured Party must give CASER all kinds of information about the circumstances and consequences of the accident and keep it informed about the development of the judicial proceedings which, where applicable, shall take place as a result of the traffic accident. In the case of breach of this obligation, the loss of the right to indemnification shall occur only where there has been serious negligence or culpability.

ARTICLE 19. REJECTION OF THE ACCIDENT

When CASER decides to reject an accident based on the provisions set forth in the policy, it must notify the Policyholder in writing within the term of ten days from the date when it has learned of the cause on which it bases said rejection, giving the reasons thereof.

If an accident is appropriately rejected after payments have been made as a result thereof or its consequences have been guaranteed, CASER may claim against the Insured Party for the amounts paid or for those which by virtue of the guarantee made it has to pay, as long as the general term for expiry of said possibility as set forth in Article 1964 of the Civil Code of Law has not passed.

VALUATION OF DAMAGES

Norms affecting modalities Two, Three and Five.

ARTICLE 20. VERIFICATION OF DAMAGES

The inspection of accidents and the valuation of their consequences shall be carried out in mutual agreement between CASER and the Policyholder. The valuation work shall be begun within the period of seven days after the date on which the accident declaration has been received.

ARTICLE 21. AGREEMENT OF INDEMNIFICATION

If CASER and the Insured Party agree at any time on the amount and form of indemnification, CASER must pay the agreed amount or perform the required actions for repairing or replacing the insured vehicle.

ARTICLE 22. DESIGNATION OF APPRAISERS

1. If an agreement is not reached within the term of forty days after the declaration of the accident, each party shall designate an appraiser, and the acceptance of these appraisers must be given in writing.
2. Once the appraisers have been designated and the job has been accepted, which may not then be renounced, the work shall begin.
3. In the case where the appraisers reach an agreement, it shall be recorded on a joint document, which shall give the causes of the accident, the valuation of the damages, the other circumstances influencing the determination of the indemnification, in accordance with the type of insurance in question, and the proposed cash amount for indemnification.

ARTICLE 23. LACK OF DESIGNATION

If one of the parties fails to make the designation, in the case of section 1 of the previous Article, he shall be obliged to do so within the term of eight days following the date on which he is required by the party that has designated its Appraiser and, if he fails to do so in this last term, It shall be understood that he accepts the result issued by the appraiser of the other party and shall be bound thereby.

ARTICLE 24. THIRD APPRAISER

When no agreement is reached between the appraisers, both parties shall designate a third appraiser by mutual agreement or, should this not be possible, the Appraiser shall be designated by the First Instance Judge of the place in which the assets are located, in an act of voluntary jurisdiction and by the procedures set forth for the designation of appraisers in Civil Law. In this case, the decision of the appraiser shall be issued in the



term indicated by the parties, or, failing this, within the period of thirty days after the acceptance of the post by the third appraiser.

ARTICLE 25. BINDING OPINION

The opinion of the appraisers, unanimous or by majority, shall be notified to the parties immediately and without delay, and shall be binding for the latter, unless it is judicially appealed by either within the term of thirty days in the case of CASER and one hundred and eighty days in the case of the Insured Party. Both terms shall be calculated from the date of the notification in question. If the corresponding appeal is not made within said terms, the opinion of the appraisers shall be rendered firm.

The obligation of notifying the parties is the personal responsibility of the third appraiser.

If the opinion of the appraisers is appealed, CASER shall pay the Insured Party the minimum amount of what it may owe, in accordance with the circumstances of which it is aware, and if this were not so, it shall pay the amount of the indemnification indicated by the appraisers, within the term of five days.

In the case where due to delay by CASER in the payment of the indemnification deemed firm, and the Insured Party is obliged to claim said amount judicially, the corresponding indemnification shall be increased by the interest set forth in point 8 of Article 30, which, in this case, shall be applied from the moment when the valuation became firm for CASER and, in all cases, including the amount corresponding to the expenses caused to the Insured Party as a result of the legal proceedings. The sentence shall expressly indicate this fact regardless of the applicable legal proceedings.

ARTICLE 26. APPRAISAL COSTS

Each party shall pay the fees of its appraiser. The fees of the third appraiser and the other costs resulting from the appraisal shall be paid for in equal amounts by the Policyholder and CASER. Notwithstanding the foregoing, if either of the parties is responsible for the appraisal as a result of upholding a manifestly disproportionate valuation of the damages, said party shall be solely responsible for said expenses.

ARTICLE 27. CONSEQUENCES OF THE DESIGNATION OF APPRAISERS

The designation of appraisers and other acts carried out by the contracting parties for the investigation of the accident and evaluation of the damages does not imply their waiving of the rights awarded to them by this policy, nor does it imply that CASER accepts the accident.

ARTICLE 28. DETERMINATION OF THE INDEMNIFICATION

1. The parties may agree the substitution of the payment of the indemnification by the repair or replacement of the affected vehicle. When the payment of the indemnification is agreed, the Insured Party must present, as a prior requirement, the bills for the repair of the damage.

2. As long as there is an urgent motive for the immediate repair, the Insured Party may proceed with said repair as long as its cost is **not higher than € 150**, and must give CASER the bill together with the accident declaration form in the form and terms set forth in Article 17, point 3.

3. There shall be total loss when the estimated amount of the repair of the affected vehicle **exceeds 75% of its vendible value or acquisition value**, in which case the accident shall be paid in accordance with the provisions set forth in these General Terms and Conditions, with the deduction of the value of the remains left as property of the Insured Party.

4. In case of fire, CASER is obliged to indemnify the damages caused when the fire is accidental, deliberately caused by others, by negligence of the Insured Party or any other person.

Consequently, CASER shall indemnify all the material damages and losses caused by the direct action of the fire, as well as those produced by the inevitable consequences of the fire, and in particular:

- The damages caused by the necessary measures taken by the Authority, the Policyholder or the Insured Party to prevent, stop or put out the fire, excluding the expenses resulting from the application of said measures.
- The expenses caused to the Insured Party or the Policyholder by the transport of the vehicle or whatsoever other means adopted to save it from the fire.
- The damages caused to the vehicle by the circumstances set forth in the previous sections.

CASER shall not be obliged to indemnify the damages caused by the fire when it is caused by serious culpability of or deliberately by the Insured party, the Policyholder or the driver of the vehicle.

5. Extraordinary Risks to be met by the Insurance Compensation Consortium.

The valuations shall be carried out by the appraisers designated by the Insurance Compensation Consortium, under the criteria established by this institution that are applicable at the time of the accident.

ARTICLE 29. EXCESSES

In all accidents, whatever their cause, the Insured Party shall be responsible for the amounts and/or percentages set forth in the Specific Conditions as excesses. These amounts may not be covered by any insurance.

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

If the damages or losses resulting from the accident do not exceed the respective excess amounts, these damages will be fully payable by the Insured Party.

CASER shall only indemnify the damages or losses that exceed the amounts of said excesses, once the amount of said excesses has been deducted.

ARTICLE 30. PAYMENT OF THE INDEMNIFICATION

The payment of the indemnification shall be subject to the following:

1. CASER undertakes to pay the indemnification at the end of the investigations and appraisals required to establish the existence of the accident and, where applicable, the amount of the resulting damages.

If no agreement is reached between the Insured Party and CASER, or between the appraisers designated by each party, an appraiser's opinion must be sought in accordance with Article 25 of these general terms and Conditions and in line with the procedure set forth by law.

The indemnification shall be paid within five days after the date on which the opinion is declared firm. If said opinion were appealed, CASER must pay the appraised amount accepted by the Insured party.

2. In any case, CASER must make, within the term of forty days from the reception of the declaration of accident, the payment of the minimum amount of what it might owe, in accordance with the circumstances of which it is aware.

3. The indemnification may be substituted by the repair or replacement of the affected object when the nature of the insurance so allows and the Insured Party gives his consent.

4. If the stolen vehicle is recovered within the term of forty days after notifying CASER, the Insured Party is obliged to accept its return.

If the recovery takes place after said term, the vehicle shall remain the property of CASER, whereby the Insured Party shall undertake to sign whatsoever documents are required for the transfer to CASER or the third party designated by the latter, unless he wishes to recover his vehicle, repaying the indemnification received, to the effects and purposes of which CASER is obliged to offer it to the Insured Party and return it to him, as long as the latter expresses his acceptance within the term of fifteen days after the offer.

5. If after an accident, recovery or compensation is obtained, the Insured Party is obliged, within the term of forty-eight hours after being notified of the fact, to inform CASER, who may deduct the amount from the indemnification or claim it from whom it was received.

6. Before paying the indemnification, CASER may require the Policyholder or Insured Party to certify that the assets affected by the accident are free from lien when they are associated with real guarantees.

7. Loss of driving licence:

- CASER shall begin the payment of the indemnifications set forth in this policy on presentation of the firm judicial sentence withdrawing the driving licence, together with the document proving the effective withdrawal of said licence.
- CASER shall pay the indemnifications guaranteed on a monthly basis, at its address or at that of its authorised representative, within five working days following the end of each month.
- When the Insured Party is given a firm sentence of imprisonment, which he effectively fulfils, together with the withdrawal of his driving licence, he shall be obliged to designate a person who, in his name and on his account, is to receive the indemnification.

8. If CASER were to incur in late payment, the indemnification for due damages shall be governed by the provisions set forth in Article 20th of the Law of the Insurance Contract and the Additional Provision 8 of Law 30/95 of 8th November.

OTHER PROVISIONS

ARTICLE 31. SUBROGATION

1. Once the indemnification has been paid, except for the Guarantee regarding death and disability of modality Five and without the need for any other transfer, document or mandate, CASER shall subrogate to all the rights, appeals and actions of the Insured Party, against all the suspected authors or persons responsible for the accident, and even against other Insurers, if any, up to the limit of the indemnification, where the Insured Party is responsible for the damages that with his acts or negligence he may cause to CASER in its right to subrogation. Nevertheless, CASER may not exercise the rights to which it has subrogated in detriment to the Insured party.

2. CASER shall not have the right to subrogation against any of the persons whose acts or negligence lead to the responsibility of the Insured Party, as set forth in law, or against the party causing the accident when said person is a direct or collateral relative to the third civil degree of consanguinity, adoptive father or child living with the Insured Party.

This norm shall have no effect if the responsibility arises from deliberate action or if the responsibility is covered by an insurance contract. In the latter case, subrogation shall be limited in its scope in accordance with the terms of said contract.

3. In the case of dual insurance of CASER and the Insured Party regarding a responsible third party, the payment obtained shall be distributed between both in proportion to their respective interest.

4. The Insured Party awards CASER an irrevocable mandate to deal with the claimants or their entitled parties and to pay indemnification where applicable.

ARTICLE 32. EXPIRY

The actions resulting from the contract expire two years after the day on which they could be implemented, except for modality One, which expires after one year; and modality Five, which expires after five years.

ARTICLE 33. JURISDICTION

The judge competent for knowing the actions resulting from the insurance contract shall be the one corresponding to the address of the Insured Party, and whatsoever agreement to the contrary shall be null and void.

The Policyholder declares he is aware of each and everyone of the general Terms and Conditions of this policy and especially the clauses limiting his rights contained in this document, which have been emphasised in the text, which he accepts and signs expressly with his signature in the Specific Conditions of the policy.

CONDITIONS FOR CAR INSURANCE

ARTICLE 34. MODALITY ONE A – COMPULSORY CIVIL LIABILITY INSURANCE

1. Object of the cover

By means of this cover, compulsory for all motor vehicle owners, CASER assumes, up to the legal quantitative limits currently in force, the obligation to indemnify as required of the driver or owner of the vehicle indicated in the Specific Conditions for traffic incidents involving said vehicle and which lead to damages. This obligation may be required by virtue of the provisions set forth in the Law governing Civil Liability and Insurance of Motor Vehicles, in accordance with the text set forth by Law 30/1995, of 8th November, for the Legislation and Supervision of Private Insurance and in the Regulations governing Civil Liability and Insurance of Motor Vehicles, approved by R.D. 7/2001, of 12th January.

The rights and obligations resulting from this cover are defined and regulated by the legal or regulatory provisions indicated in the previous paragraph and, for what is not indicated therein, by the Insurance Contract Law 50/1980, of 8th October (B.O.E. (Official State Gazette) 17th October 1980) and by the General and Specific Terms and Conditions of this policy as adapted to said Law.

The compulsory Civil Liability insurance covers, as a maximum, the amounts established by Law at the time of the accident.

In the case of corporal damage, CASER is exempt from this obligation if it is proved that said damages were due solely to culpability or negligence of the affected party or to force majeure unrelated to the driving or functioning of the vehicle. The defects of said vehicle or the breakdown or failure of any of its parts and mechanisms are not considered force majeure events.

In the case of material damage, CASER guarantees, within the aforementioned limits, the amount for which the driver has to respond to third parties when he is liable, as set forth in Articles 1902 and following of the Civil Code of Law, as well as in Articles 109 and following of the Penal Code of Law, approved by L.O. 10/1995, of 23rd November.

2. Exclusions to modality One A

a) Corporal or material damage:

- **Those caused to the driver of the insured vehicle and all the damages caused by injury or death of said driver.**

- **Those caused to third parties when the vehicle has been stolen, without detriment to the indemnification corresponding from the Insurance Compensation Consortium.**

- **The damages caused to persons voluntarily occupying the stolen vehicle when CASER proves they were aware of said circumstances.**

b) Material damages caused to the insured vehicle itself or to any trailer joined on to it, to the things transported in either, to the assets owned by the Policyholder, the Insured Party, the owner or the driver, as well as those owned by the spouse or relatives up to the third degree of consanguinity or affinity with the former.

ARTICLE 35. MODALITY ONE B – VOLUNTARY CIVIL LIABILITY INSURANCE

1. Object of the cover

CASER guarantees, up to the limit agreed in the Specific Conditions of this policy, the payment of the indemnification to which, by virtue of the provisions set forth in Articles 1902 and following of the Civil Code of Law, as well as 109 and following of the Penal Code of Law, approved by L.O. 10/1995, of 23rd November, the Insured Party or the authorised and legally capable driver are sentenced to pay as a consequence of the extra-contractual Civil Liability resulting from the damages caused to third parties by the vehicle specified in the policy.

This guarantee covers the indemnifications, within the limit agreed in the Specific Conditions, which exceed the cover of the compulsory Civil Liability set at any given moment by current legal provisions regulating said cover.

2. Exclusions to modality One B

- a) Liability for damages caused to things transported in the vehicle.**
- b) Liability for damages caused to things transported in the vehicle or which are in the possession of the Insured Party or persons for whom the latter must respond, even when their origin stems from a traffic accident, except for private cars.**
- c) Contractual Civil Liability.**
- d) Liability resulting from damages or injury caused to the persons being transported, when the vehicle is not officially authorised for the transport of people.**
- e) Liability for damages caused by the vehicle trailer.**
- f) The costs resulting from the defence of the Insured Party or the driver in penal proceedings, before the courts, tribunals or competent authorities, except when agreed to the contrary, or as set forth in the contract for legal defence and damage claims.**

g) The payment of fines issued by the courts or competent Authorities and the consequences of their non-payment.

h) The damages occurring from the transport of materials that are flammable, explosive, toxic or generally hazardous.

3. Persons excluded from the condition of third parties in modality One B

Under no circumstances shall the following be considered third parties, for the effects and purposes of this cover:

a) Those whose Civil Liability is covered by this policy.

b) The spouse, ascendants or legitimate descendants, whether natural or adoptive, of the people indicated in the previous point.

c) Those who, while not relatives to the degree indicated in the previous point, are connected to said persons to the third degree of consanguinity or affinity, as long as they habitually live with them or are at their expense.

d) When the Insured Party is a legal person, its legal representatives, as well as the spouses and family members of said representatives who, with regard to them, are in any of the cases set forth in sections b and c above.

e) The employees or workers of the persons whose civil liability is covered by this policy, when the traffic accident is to be considered as a work accident in accordance with applicable labour legislation, even when the former are not registered or duly affiliated to the Social Security system.

ARTICLE 36. MODALITY ONE C – AGRICULTURAL CIVIL LIABILITY

Object of the cover

By means of this cover, CASER assumes the obligation to indemnify as corresponds to the owner or the driver of the tractor or farm vehicle when, by virtue of the provisions set forth in Articles 1902 and following of the Civil Code of Law, as well as 109 and following of the Penal Code of Law, approved by L.O. 10/1995, of 23rd November, they are declared liable for the damages caused to a third party as a result of farm work (agricultural or cattle farming) carried out exclusively with the insured tractor, farm vehicle or agricultural trailer as indicated in the Specific Conditions and used for said purposes.

This guarantee covers, as a maximum per accident, the amount indicated in the Specific Conditions.

ARTICLE 37. MODALITY ONE D – CIVIL LIABILITY INSURANCE FOR THE LOAD

Object of the cover

With this guarantee, CASER assumes the civil liability of the Insured Party resulting from damages caused to third parties by the goods being transported, both during transport and during loading and unloading operations, excluding, in all cases, the damage caused to the goods themselves and to the transport vehicle.

This guarantee does not include the transport of goods considered hazardous in accordance with the Road Transport regulations (T.P.C.).

The insurance is applied only to the excess of the guarantees contracted by the compulsory insurance cover of the vehicle and/or other insurances signed by the same person or when said insurances are not applicable to the accident in question.

This guarantee covers the indemnifications, within the limit agreed in the Specific Conditions, which exceed the cover of the compulsory Civil Liability set at any given moment by current legal provisions regulating said cover.

ARTICLE 38. – MODALITY TWO – DAMAGES TO THE INSURED VEHICLE, INCLUDING FIRE

1. Object of the cover

Within the limits set forth in the Specific Conditions of this policy, this cover includes the damages that may be caused to the insured vehicle as a consequence of an accident resulting from an external, violent and instantaneous cause, or by fire or explosion, in all cases independent of the driver's will, whether the vehicle is in motion or parked or being transported, except by air or sea.

Consequently, the guarantees expressly include damages caused by:

- Turning over or falling of the vehicle or its crashing into persons, animals, other vehicles or any other mobile or stationary vehicle.
- Land subsidence, or collapsing of bridges, roads or buildings.
- Vandalism: Malicious acts by third parties, as long as said act does not have a socio-political motive or purpose.
- Fire, explosion or lightning.
- Accidents caused by defective material, defective construction or bad conservation, where the guarantee in said cases is limited to the repair of the damage caused by the accident and not to the defective or badly conserved parts.

Furthermore, CASER shall assume the following expenses resulting from an accident guaranteed under this modality:

- The cost of the fire service and those resulting from the measures adopted by the Authority due to their intervention in the extinction of a fire or explosion of the insured vehicle.
- The costs corresponding to the inspection of the vehicle in an MOT garage, when the vehicle has suffered important damage as a consequence of an event covered by this modality, and an agent of the Authority has proposed the inspection and withdrawn the vehicle's road licence.
- The necessary expenses arising from the transport of the affected vehicle to the garage that is nearest to the place of the accident, when, as a consequence of the damages, the vehicle cannot move by its own means.

Furthermore, CASER shall assume the cleaning and reconditioning expenses of the insured vehicle that has suffered damage as a consequence of the accident insured under this cover or under the cover of circumstantial transfer of affected parties, as long as said cleaning is carried out within the term of 5 days after the repair of the vehicle.

The guarantees included in this Article may be limited to the total loss of the insured vehicle, thus set forth in the Specific Conditions of the policy, for whose determination, in the case of accident, the provisions set forth in Article 28 of these General terms and Conditions shall apply.

Likewise, the guarantees set forth in this Article may be limited by means of the inclusion of an excess of the total amount of costs and damages, to the amount set forth in the Specific Conditions of this policy and for the amount of which the Insured Party shall respond directly, in each accident suffered by the insured vehicle, with prior agreement with CASER.

The fire guarantees set forth in this Article may be contracted separately from those of damages; said circumstance must be indicated in the Specific Conditions of the policy.

2. The scope and limit of the guarantees of this modality Two are established in accordance with the following norms:

2.1. The repairs of the material damages shall be valued by the cost of spares, paintwork, labour costs and VAT or similar taxes if said taxes cannot be recovered by the Insured Party.

2.2. In case of total loss, as set forth in Article 28, section 3, when the vehicle is a private car and is up to two years old, from the date it was first registered, indemnification shall total 100% of its acquisition value, as set forth in the Preliminary Article of these General Terms and Conditions.

For the rest of the vehicles, regardless of their age, and private cars first registered over two years ago, indemnification shall equal 100% of their vendible value.

This Acquisition Value cover shall not apply to accidents which may correspond to the Insurance Compensation Consortium.

2.3. The standard elements included in the insurance shall be indemnified in accordance with the point above.

2.4. The optional features and expressly those of image and sound and communication and the components thereof, whether standard or otherwise, shall be indemnified for 100% of their first-risk insured value.

3. Write-off

There shall be total loss in an accident when the estimated amount of the repair of the affected vehicle exceeds 75% of its vendible value or acquisition value if this guarantee is applicable, in which case the accident shall be paid in accordance with the provisions set forth in these General Terms and Conditions, with the deduction of the value of the remains left as property of the Insured Party.

4. Exclusions to modality Two

- a) Those which are not expressly indicated as covered in the contract.**
- b) The damages caused to the insured vehicle by the objects being transported or as a result of the loading or unloading of said objects.**
- c) The damages caused by seismic, atmospheric (except for hailstone and lightning) or thermal phenomena, including those resulting from frozen radiators.**
- d) Those affecting tyres (types and inner tubes), except in the cases of total loss, fire or explosion of the insured vehicle.**
- e) The eventual depreciation of the vehicle, subsequent to the repair after an accident.**
- f) The damages affecting the accessories of the insured vehicle, including all the elements for the improvement, decoration and comfort not part of the vehicle when it left the factory and considered in the manufacturer's catalogue, unless they are expressly declared and listed in the Specific Conditions. This exclusion shall not be applicable when the value of the accessories fitted in the insured vehicle does not exceed € 300. This exception does not include the appliances of image, sound and communication and their elements.**
- g) The damages occurring as a result of the insured vehicle travelling in places that are not public roads open to traffic, unless otherwise agreed.**
- h) The damages whose cover corresponds to the Insurance Compensation Consortium.**

i) The mechanical and/or electrical breakdowns, as well as the repair of simple wear and tear from use or defective conservation.

j) The damages affecting the trailer or caravan, when they do not have a registration number different to that of the towing vehicle included in the policy.

ARTICLE 39. MODALITY THREE – THEFT OF THE VEHICLE

1. Object of the cover

By means of this cover, CASER undertakes, within the limits set forth in this policy, to indemnify the Insured Party for the damages or loss of the insured vehicle in the case of illegitimate use or attempted illegitimate use thereof by third parties.

2. Scope and limit of Modality Three

2.1. The replacement and repairs of the material damages shall be valued by the cost of spares, paintwork, labour costs and VAT or similar taxes if said taxes cannot be recovered by the Insured Party.

2.2. In the case of theft of the entire vehicle, the indemnification shall be for 100% of its vendible value. However, in the case of private use cars, when the age of the vehicle does not exceed two years from the date of its first registration, the indemnification shall be 100% of its acquisition value.

This Acquisition Value cover shall not apply to accidents which may correspond to the Insurance Compensation Consortium.

2.3. Tyres and battery shall be indemnified at 100% of their vendible value.

2.4. If the theft is of fixed parts that constitute an integral part of the vehicle, the indemnification shall cover the replacement value.

2.5. The standard or optional features, including the image, sound and communication elements and their components, if guaranteed as set forth in Article 38, point 2, sections 2.3 and 2.4, shall be indemnified as indicated therein.

2.6. CASER also guarantees 100% of the damages caused to the insured vehicle during the time when, as a consequence of the theft, it is in the hands of the suspected criminals or their accomplices. If, as a result of said damages, CASER considers the accident a write-off, indemnification shall be made in accordance with section 2.2.

2.7. The costs for cleaning and reconditioning the vehicle, as long as it is cleaned within 5 days after the vehicle has been recovered.

3. Exclusions to modality Three

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

b) Theft which is due to serious negligence by the Insured Party, the Policyholder, the owner, the driver or the persons depending on or living with them.

c) Theft where the suspected criminals, accomplices or receivers were the family members of the Insured Party, the Policyholder, the owner or the driver, up to the third degree of consanguinity or affinity, or those depending on or employed by any of them.

d) When the theft is the result of accidents resulting from extraordinary risks.

e) Theft affecting the trailer or caravan, when they do not have a registration number different to that of the towing vehicle included in the policy.

ARTICLE 40. MODALITY FOUR – BROKEN WINDOWS

1. Object of the cover

With this cover, CASER guarantees the costs of the repair or replacement and fitting of the windows of the vehicle as specified in the Specific Conditions in case of breakage of said windows.

Breakage refers to the total or partial fracturing of the windows to the point where they are left unusable, caused by an instantaneous, violent cause independent of the will of the owner, the Policyholder or the driver of the vehicle.

2. This cover includes the following elements:

- The windscreen.
- The back window.
- The side windows.
- The sun roof, if it is a standard feature.

The repair shall be valued by the cost of the glass, the labour costs and VAT, or similar taxes, if said tax cannot be recovered by the Insured Party.

3. Urgent repairs

CASER authorises the owner and the driver of the vehicle to make, with no further procedures necessary, the urgent repairs required to be able to continue using the vehicle.

The Insured Party must deliver CASER the bill of the amount paid for urgent repairs, which shall be included in the definitive liquidation.

4. Exclusions to modality Four

- a) Those which are not expressly indicated as covered in the contract.
- b) Breakages caused by defective installations or while the windows are being fitted.
- c) Breakages caused during repair, installation or reformation work on the vehicle or the windows thereof.
- d) Damages and breakages caused to lamps, lights, indicators, mirrors or any other type of glass object on the insured vehicle.
- e) The windows of the trailer that may be included in the policy, unless agreed otherwise.
- f) Scratches, scrapes, chips or other surface defects.
- e) Those caused by meteorological phenomena, except hailstone.

ARTICLE 41. MODALITY FIVE – CORPORAL ACCIDENTS

1. Object of the cover

With this cover, CASER guarantees personal damages caused by accidents resulting from a violent, sudden, external cause beyond the will of the driver to the persons being transported in the automobile, the characteristics of which are specified in the Specific Conditions, when travelling, boarding or alighting said vehicle, including acts carried out to repair it en route, as long as the vehicle is being driven by the Policyholder and he or she is in possession of an official driving licence. **Any other accident caused by motives other than the abovementioned is not included in the insurance guarantees.**

The amounts guaranteed for each of the occupants of the vehicle, up to the maximum number of places insured, are as set forth in the Specific Conditions.

If, when an accident occurs, the number of occupants in the vehicle is greater than the places insured, the indemnifications shall be reduced in proportion to the effective number of occupants, whether or not they are guaranteed by the insurance. This rule shall not be applicable when it guarantees this modality for the driver only.

Persons under 14 years of age shall be considered as occupying half a seat.

However, if the Authorities consider the accident was due to the excess of persons being transported, **CASER shall be exempt from all obligations resulting therefrom.**

The indemnifications agreed for death and disability shall be updated annually on each expiry in accordance with the Consumer Price Index issued by the National Statistics Institute.

For the effects and purposes of this cover, the following definitions shall apply to the following terms:

- **INSURED PARTY:** The physical person or persons on whom the insurance is established, i.e. the occupants of the insured vehicle.
- **ACCIDENT:** The corporal injury resulting directly from a violent, sudden, external cause beyond the intention of the Insured Party, and produced when travelling in, boarding or alighting from the insured vehicle, including acts carried out to repair said vehicle en route.
- **BENEFICIARY:** The person to receive the indemnifications under this cover, and which coincides with the Insured Party in the cases of disability and medical assistance. In the case of death of the Insured Party, if not expressly designated in the policy, the following order of priority shall prevail: 1st: the spouse of the Insured party who is not legally separated. 2nd: The children of the Insured Party. 3rd:The heirs of the Insured Party.

2. Death

CASER guarantees the payment of the indemnification set forth by this risk in the Specific Conditions of the policy if the Insured Party dies as a consequence of an accident covered thereby.

For occupants under fourteen years of age or disabled occupants, indemnification for death refers to the effectively justified burial expenses, up to a **maximum limit of € 600**.

For the case of death of the driver, CASER guarantees the payment of an indemnification equivalent to double the amount agreed in the Specific Conditions if he has children under the age of 18 or disabled persons over the age of 18 in his charge.

3. Permanent disability

For the effects and purposes of this policy, Permanent Disability refers to the irreversible physical or mental situation of the Insured Party as a consequence of a traffic accident covered by the policy, partially or absolutely determining his ineptitude for the permanent maintenance of any job or professional activity.

CASER guarantees the amount resulting from applying, to the indemnification set forth for this risk, the corresponding percentage in accordance with the following scale for the cases of partial permanent disability:

- Total paralysis100%
- Incurable mental derangement100%
- Total blindness100%
- Total loss or absolute disability of:

Both arms, hands, legs or feet; one arm and one leg or one foot; or one hand and one foot.....	100%
- The arm or the leg	60%
- The thumb	20%
- Forefinger	15%
- One other finger	8%
- Movement of the shoulder.....	30%
- Movement of the elbow.....	30%
- Movement of the wrist.....	30%
- The leg above the knee	60%
- The leg at the height of or below the knee, or all the foot	60%
- The big toe.....	10%
- One of the other toes	5%
- Movement of the hip or knee	60%
- Movement of the ankle	20%
- Movement of the sub-talar joint	10%
- Movements of the cervical, dorsal or lumbar column, with or without neurological problems	33%
- The eye or reduction of no less than half binocular vision.....	30%
- If the vision of the other eye had already been lost before the accident	50%
- Shortening of no less than five centimetres of the leg.....	30%
- Non-consolidated fracture of the leg or foot	25%
- Non-consolidated fracture of the kneecap	20%
- Complete removal of the lower jaw or total loss of the lower jawbone	25%
- Total deafness in both ears	40%
- Total deafness in one ear	20%
- If there was already total deafness in one ear before the accident.....	30%

In the cases of disability not included above, the amount of the indemnification shall be determined by analogy with the scale of the policy, in proportion to the serious nature of the disability.

The determination of the degree of disability shall be made in accordance with Article 104 of the Insurance Contract Law. If the Insured Party were to not accept CASER's proposal regarding the degree of disability, the parties shall submit the decision of the medical experts in accordance with Articles 38 and 39 of the aforementioned law.

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

Permanent disability is valued excluding the handicaps or injuries of the Insured party before the accident, considering its causes as suffered by a person of normal physical integrity.

The sum of the indemnifications for various types of partial permanent disability may not exceed the total amount of the indemnification set forth in the Specific Conditions for the disability guarantee. Furthermore, the sum of the various types of disability of one single member or organ may not exceed the amount of indemnification set forth for the total loss thereof.

The amount of the indemnifications paid for disability as a result of the same accident shall be deducted from the indemnifications to be paid for death.

CASER guarantees the driver an indemnification equivalent to double the capital amount agreed for disability in the Specific Conditions, when it is great disability, if the driver has children under the age of 18 or disabled children over the age of 18.

4. Medical assistance

CASER guarantees the payment of the medical assistance expenses of the Insured Party as a result of an accident covered by the policy during the maximum term of one year from the date on which the accident took place.

This guarantee includes the costs of emergency assistance or first aid, medical assistance, ambulance and emergency transport, pharmacy, hospitalisation, rehabilitation, with the limit set forth in the Specific Conditions for this guarantee and as long as they are prescribed by a doctor and implemented in the country where the accident occurred or in Spain.

Medical assistance must be provided in centres or by doctors accepted by CASER. In other cases, CASER shall pay, as a maximum, the amount resulting from the fees set forth in the hospital assistance agreement accepted by the Insurance Compensation Consortium, and the remaining amount shall be paid by the Insured Party.

Additionally, this guarantee includes the costs of medical assistance in the case of transplants of members or organs, implantation and replacement of prostheses, teeth, lenses for correcting vision or acoustic devices, limited to 10% of the capital agreed in the Specific Conditions for the disability guarantee.

The medical assistance cover includes the driver of the insured vehicle and, for the remaining occupants, only for the excess of guarantee of modality One A, in accordance with the R.D. 7/2001, of 12th January.

5. Exclusions

CASER does not cover the accidents:

a) Caused intentionally by any occupant of the vehicle, or their beneficiaries, for the part of the guarantees that affect them, whereby the rights of the remaining occupants or beneficiaries not involved in the responsibility of the act are not affected.

b) Those resulting from driving when inebriated or under the influence of drugs, narcotics or psychotropic substances, or when the tests made on the driver of the insured vehicle after the accident reveal an alcohol level in the blood or in breath that is above that which is legally permitted, or when the driver is sentenced as a result of a specific crime of driving when inebriated or when the sentence against the Driver cites this circumstance as a determining and/or concurrent cause of the accident.

c) When the person driving the vehicle does not have the necessary driving licence or when said licence is not valid.

d) Those caused by paralysis or epilepsy; or those that result from suicide or a suicide attempt, whether intentional or due to mental derangement.

e) Suffered by persons occupying the vehicle without the permission of the Policyholder or the owner of the vehicle, or who do so by means of theft or unauthorised use.

f) That lead to permanent disability of persons over the age of 70 years.

Under no circumstances does this cover guarantee:

- **Syncopes, fainting, attacks of apoplexy or epilepsy, as well as injuries resulting therefrom.**
- **Aneurysms, varicose veins, all kinds of hernias and the consequences thereof, as well as lumbago.**
- **The consequences of surgical operations that have not been caused by an accident guaranteed by this cover.**
- **Food intoxication, sunstroke and freezing and other consequences of the action of the temperature not caused by an accident guaranteed by this cover.**
- **Scars, aesthetic consequences and deformities lacking in functional significance.**

Should the consequences of an accident be aggravated by an illness or pre-existing morbid state or by one that has appeared after the accident, but due to causes independent of the accident, CASER responds only for the consequences the accident would probably have had without the aggravation of said illness or morbid state.

6. Accidents

Besides the provisions set forth in Articles 17 and 18, the Policyholder, the Insured Party or the Beneficiaries must give CASER all kinds of information regarding the circumstances and consequences of the accident.

For the cases of disability:

- Besides the provisions set forth in the previous paragraph, indicate the witnesses, if any, and attach a medical certificate of the injuries suffered by the Insured Party.
- Send CASER, in periods of not above 30 days and until the definitive medical release is issued, medical certificates on the progress of the injuries.

- Notify CASER of the death of the Insured Party during the healing period, within the maximum term of 7 days after it occurs.

Non-fulfilment of these obligations shall enable CASER to claim for the damages caused, unless it is due to serious culpability or done deliberately by the Policyholder or the Insured Party, in which case he or she shall lose their right to indemnification.

7. Payment of the Indemnification

The obligations shall be paid in accordance with the provisions set forth in Article 30 of the General Terms and Conditions.

The indemnifications and payments CASER may have paid for permanent disability as a consequence of the accident leading to the subsequent death of the Insured Party shall be deducted from the indemnification due for death.

The indemnification shall be paid by CASER at the end of the investigations required to establish the existence of the accident and the consequences thereof.

To obtain payment, the Policyholder, the Insured Party or Beneficiary must send CASER the documents which, as applicable, are indicated below:

7.1. For all guarantees:

- Proof of identity of the Beneficiary.
- Medical certificate from the doctor attending the Insured Party, indicating the causes, circumstances and consequences of the accident occurred.

7.2. For death:

- Literal death certificate of the Insured Party.
- Completed form for the liquidation of the Inheritance and Gift Tax if the Beneficiary is not the Policyholder and is not a legal person.

7.3. For permanent disability, medical certificate specifying the type of disability resulting from the accident.

7.4. For medical assistance, bill showing the expenses produced, with a detailed list of components.

ARTICLE 42. MODALITY SIX – SUBSIDY FOR LOSS OF DRIVING LICENCE

1. Object of the cover

In the conditions set forth in this policy, CASER guarantees the driver indicated in the Specific Conditions the payment of a monthly indemnification, for the amount agreed in the Specific Conditions, in the cases where his driving licence is withdrawn in fulfilment of

a firm judicial sentence given as a consequence of a traffic accident in which the insured vehicle has been involved.

2. Scope of the insurance

2.1. CASER shall pay the agreed indemnification, at the beginning of the month, during the period the licence is withdrawn as stipulated in the sentence, with the **maximum limit of twelve months. If the driving licence were definitively cancelled or withdrawn for a period of above one year, CASER shall pay the indemnification during the aforementioned period only.**

2.2. If, once the right to receive the indemnification has begun, the Insured Party dies before the end of the indemnification period, CASER shall not be obliged to pay the future monthly indemnifications.

3. Exclusions

a) The insurance shall not cover the payment of any indemnification when the Insured Party does not have the legally required licence for the type of vehicle he was driving, or when said vehicle was being used for ends other than those duly attributed to it, or it was not insured as set forth by current provisions.

b) It also excludes from the insurance the payment of whatsoever indemnification, when the loss or withdrawal of the driving licence is the result of the driver having caused the accident intentionally.

c) The loss or withdrawal of the driving licence resulting from driving when inebriated or under the influence of drugs, narcotics or psychotropic substances, or when the tests made on the driver of the insured vehicle after the accident reveal a blood or breath alcohol level that is above that which is legally permitted, or when the driver is sentenced as a result of a specific crime of driving when inebriated or when the sentence against the driver cites this circumstance as a determining and/or concurrent cause of the accident.

d) When the order for the withdrawal of the licence comes from any Authority other than a judicial authority.

e) Due to events occurring before the coming into force of the policy.

ARTICLE 43. EXTRAORDINARY RISK COVER CLAUSE

For the covers regulated in modalities Two, Three and Four of this policy, the following clause shall apply:

A. CLAUSE OF INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM OF LOSSES RESULTING FROM EXTRAORDINARY EVENTS WITHIN THE TERRITORY OF SPAIN

For covers regulated in modalities Two, Three and Four of this policy, the following clause shall apply:

In accordance with the provisions set forth in Articles 6 and 8 of the legal Statutes of the Insurance Compensation Consortium, approved by Article 4 of Law 21/1990, of 19th December (BOE –Official Gazette of the Spanish State- of 20th of December), the Policyholder of an insurance contract which must include a surcharge in favour of the aforementioned Public Corporate Entity, mentioned in Article 7 of the same Legal Statutes, has the power to agree the cover of extraordinary risks with any Insurance Entity fulfilling the conditions required by current legislation.

The Insurance Compensation Consortium shall pay the indemnifications resulting from accidents produced by extraordinary events in Spain and which affect the risks therein, provided the Insured Party has paid the corresponding surcharges in its favour, and any of the following situations occur:

- That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company.
- That, even if it is covered by said insurance policy, the obligations of the Insurance Entity could not be fulfilled due to it having been declared in bankruptcy (Bankruptcy Law 22/2003, of the 9th of July) or because, since the Insurance Company is in a situation of insolvency, it is subject to a regulated liquidation procedure or said procedure is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adapt its actions to the provisions set forth in the aforementioned Legal Statutes (modified by Law 30/1995, of 8th November for the Legislation and Supervision of Private Insurance; by Law 44/2002, of the 22nd of November, for Financial System Reform Measures, and by Law 34/2003, of the 4th of November, for the modification and adaptation of private insurance legislation to EC provisions), in Law 50/1980, of 8th October, governing Insurance Contracts; in the Royal Decree 300/2004, of 20th of February, whereby the Regulation of Extraordinary Risk Insurance and complementary provisions thereof is approved.

I. SUMMARY OF STATUTORY PROVISIONS

1. Covered extraordinary events

Extraordinary events are defined as follows:

- The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the battering of the sea), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts greater than 135 km per hour, and tornados) and bodies dropping from space and meteorites.
- Those caused violently as a result of terrorism, rebellion, sedition, riots and popular revolts.
- Events or actions taken in time of peace by the Armed Forces or the Security Forces.

2. Excluded risks

Pursuant to Article 6 of the Regulations governing Extraordinary Risk Insurance, the following accidents and damage shall not be liable to indemnification by the Insurance Compensation Consortium:

- a) Those not eligible for indemnification as set forth in the Insurance Contract Law.**
- b) Those caused to assets insured by the insurance contract other than those in which the surcharge in favour of the Insurance Compensation Consortium is obligatory.**
- c) Those due to defects or faultiness of the insured object, or caused by its obvious lack of maintenance (BOE –Official Gazette of the Spanish State- number 141, Friday 11th of June 2004 21275).**
- d) Those produced by armed conflict, even when there has been no official declaration of war.**
- e) Those resulting from nuclear energy, without prejudice to Law 25/1964, of the 29th of April. However, direct damages that have occurred in an insured nuclear facility shall be included, provided they are caused by an extraordinary event that affects said facility.**
- f) Those due to the mere action of time and, in the case of assets that are totally or partially submerged on a permanent basis, those caused by swell or ordinary currents.**
- g) Those produced by natural phenomena other than those stipulated in Article 1 of the Regulations governing Extraordinary Risk Insurance and, in particular, those due to the elevation of the water table, slope movement, landslide or ground settlement, rockslide and similar phenomena, unless they are specifically caused by the action of rainwater which, in its turn, would had caused a situation of extraordinary flood in this zone and were produced simultaneously to this flood.**
- h) Those caused by actions produced during meetings or demonstrations carried out in accordance with the provisions set forth in the Organic Law 9/1983, of 15th July, together with those occurring during legal strikes, unless the**

aforementioned actions could be classified as extraordinary events pursuant to Article 1 of the Regulations governing Extraordinary Risk Insurance.

i) Those caused by the Insured Party acting in bad faith.

j) Those related to accidents that have occurred within the deferred period set forth in Article 8 of the Regulations governing Extraordinary Risk Insurance.

k) Those related to accidents occurring before the payment of the first premium or when, in accordance with the provisions set forth in the Insurance Contract Law, the cover of the Insurance Compensation Consortium is suspended or the insurance contract has expired due to lack of payment of premiums.

l) Indirect risks or losses resulting from direct or indirect damages, other than business interruption as defined in the Regulations governing Extraordinary Risk Insurance. In particular, damages or losses suffered as a consequence of a power cut or an alteration in the external power supply, combustible gases, domestic fuel oil, gas oil or other fluids shall not be included in this cover; nor shall any other damages or indirect losses different than the above be included, even though these alterations are due to a cause included in the extraordinary risk cover.

m) Accidents which, due to their size or serious nature, are classified by the Government of the Nation as a "national disaster or catastrophe."

3. Excess

In the case of direct damages, the excess corresponding to the Insured Party shall amount to 7 per cent of the total amount of damages caused by the accident that are liable to indemnification. However, this excess shall not apply to damages affecting vehicles which are insured by an automobile insurance policy, dwellings or communities of owners of a housing area.

In the case of the business interruption cover, the excess corresponding to the Insured Party shall be as set forth in the policy, in terms of time or amount, for damages caused by ordinary accidents regarding business interruption.

If there are several excesses for the cover of business interruption ordinary accidents, the excesses defined in the main cover shall apply.

4. Scope of the cover. Facultative inclusion agreements in ordinary insurance

The Insurance Compensation Consortium shall pay, as a compensation, the indemnifications resulting from accidents produced by extraordinary events in Spain and which affect the risks therein.

In the cases where the ordinary policy includes first risk insurance (partial value insurance, insurance with indemnification limit, coverage up to an agreed value, other insurances with repeal of the proportional rule); new value or replacement cost

insurance; floating capital insurances; or insurance with automatic revaluation of capitals; insurances with a margin clause; or insurances with capital compensation clauses among different sections of the same policy, or between Content and Premises, said forms of insurance shall also be applicable to the compensation of losses resulting from extraordinary events under the same terms, whereby said cover shall include the same assets and amounts insured as the ordinary policy. Notwithstanding the above, the Insurance Compensation Consortium shall apply, in any case, only in the event of direct damages, capital compensation within the same policy between Content and Premises.

Said clauses may not be included in the cover of extraordinary risks unless they figure in the ordinary policy.

5. Under-insurance and over-insurance

If, when an accident due occurs due to an extraordinary event, the total value of the amount insured is lower to the interest value insured, the Insurance Compensation Consortium shall indemnify the damage in the same proportion as it covers said insured interest. To that purpose, all capitals defined for assets affected by the accident shall be considered, even if they are included in different policies, with obligatory surcharge in favour of the Insurance Compensation Consortium, provided they are in force and within the period of validity. The above will be carried out separately and independently for the cover of direct damages and business interruption.

Nevertheless, with regard to policies that cover own damages to motor vehicles, the cover of extraordinary risks by the Insurance Compensation Consortiums will guarantee the total amount of the insurable interest, even if it is only partially guaranteed by the ordinary policy.

If the amount insured is notably higher than the interest value, the effectively caused damage shall be indemnified.

II. ACTION PROCEDURE IN THE CASE OF ACCIDENT LIABLE TO INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM

1. In the case of accident, the Insured Party, the Policyholder, the Beneficiary or their respective legal representatives must:

1.1. Notify the occurrence of the accident, within the maximum term of seven days after learning of it, to the corresponding regional office of the Insurance Compensation Consortium, depending on where the accident took place, either directly or through the Insurance Entity with whom it contracted the ordinary insurance, or else through the insurance broker that took part in it. This notification shall be made using the model designed for said purpose, which will be available in the web page of the Consortium (www.consorseguros.es) or in its offices or the offices of the Insurance Entity, with the following documents attached:

- Photocopy of the national identity document or tax identification number of the recipient of the indemnification.

- Photocopy of the General Terms and Conditions and the Specific Conditions of the policy (either individual or collective), as well as all Appendixes or Supplements, where applicable.
- Photocopy of the receipt of payment of the current premium on the date of occurrence of the accident, clearly indicating the amounts corresponding to the premium and to the surcharge paid to the Insurance Compensation Consortium.
- Details of the bank entity where the indemnification amounts are to be paid, indicating the entity number, branch number, check digit and account number (customer account code, 20 digits), as well as the address of said entity.

1.2. Keep the remains and vestiges of the accident for appraisal and, in case of this being absolutely impossible, present documents proving the damages, such as photographs, notary's deeds, videos or official certificates. Furthermore, invoices for the assets affected by the accident that need to be destroyed without delay must also be kept.

1.3. Take all necessary steps to reduce damages and to ensure that no further defects or disappearances occur, as they would be on the account of the Insured Party.

If the Insured Party is in any doubt as to which procedure to follow, they can contact the Insurance Compensation Consortium at the following telephone: **902 222 665**.

2. The assessment or valuation of losses resulting from extraordinary events shall be carried out by the Insurance Compensation Consortium, that will not be bound by valuations that may have been made by the Insurance Entity covering ordinary risks.

B. CLAUSE OF INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM OF LOSSES RESULTING FROM EXTRAORDINARY EVENTS

For covers regulated in modality Five of this policy, the following clause shall apply:

In accordance with the provisions set forth in Articles 6 and 8 of the legal Statutes of the Insurance Compensation Consortium, approved by Article 4 of Law 21/1990, of 19th December (BOE –Official Gazette of the Spanish State- of 20th of December), the Policyholder of an insurance contract which must include a surcharge in favour of the aforementioned Public Corporate Entity, mentioned in Article 7 of the same Legal Statutes, has the power to agree the cover of extraordinary risks with any Insurance Entity fulfilling the conditions required by current legislation.

The Insurance Compensation Consortium shall pay the indemnifications resulting from accidents produced by extraordinary events in Spain and also abroad when the Policyholder has its principal residence in Spain, provided the Insured Party has paid, in its turn, the corresponding surcharges in its favour, and any of the following situations occur:

- That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company.

- That, even if it is covered by said insurance policy, the obligations of the Insurance Entity could not be fulfilled due to it having been declared in bankruptcy (Bankruptcy Law 22/2003, of the 9th of July) or because, since the Insurance Company is in a situation of insolvency, it is subject to a regulated liquidation procedure or said procedure is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adapt its actions to the provisions set forth in the aforementioned Legal Statutes (modified by Law 30/1995, of 8th November for the Legislation and Supervision of Private Insurance; by Law 44/2002, of the 22nd of November, for Financial System Reform Measures, and by Law 34/2003, of the 4th of November, for the modification and adaptation of private insurance legislation to EC provisions), in Law 50/1980, of 8th October, governing Insurance Contracts; in the Royal Decree 300/2004, of 20th of February, whereby the Regulation governing Extraordinary Risk Insurance and complementary provisions thereof is approved.

I. SUMMARY OF STATUTORY PROVISIONS

1. Covered extraordinary events

Extraordinary events are defined as follows:

- The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the battering of the sea), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts greater than 135 km per hour, and tornados) and bodies dropping from space and meteorites.
- Those caused violently as a result of terrorism, rebellion, sedition, riots and popular revolts.
- Events or actions taken in time of peace by the Armed Forces or the Security Forces.

2. Excluded risks

Pursuant to Article 6 of the Regulations governing Extraordinary Risk Insurance, the following accidents and damage shall not be liable to indemnification by the Insurance Compensation Consortium:

a) Those not eligible for indemnification as set forth in the Insurance Contract Law.

b) Those caused to persons insured by the insurance contract other than those in which the surcharge in favour of the Insurance Compensation Consortium is obligatory.

c) Those produced by armed conflict, even when there has been no official declaration of war.

d) Those resulting from nuclear energy, without prejudice to Law 25/1964, of the 29th of April.

e) Those produced by natural phenomena other than those stipulated in Article 10 of the Regulations governing Extraordinary Risk Insurance and, in particular, those due to the elevation of the water table, slope movement, landslide or ground settlement, rockslide and similar phenomena, unless they are specifically caused by the action of rainwater which, in its turn, would had caused in this zone a situation of extraordinary flood and were produced simultaneously to this flood.

f) Those caused by actions produced during meetings or demonstrations (BOE – Official Gazette of the Spanish State- number 141, Friday the 11th of June 2004 21277) carried out in accordance with the provisions set forth in the Organic Law 9/1983, of 15th July, together with those occurring during legal strikes, unless the aforementioned actions could be classified as extraordinary events pursuant to Article 1 of the Regulations governing Extraordinary Risk Insurance.

g) Those caused by the Insured Party acting in bad faith.

h) Those related to accidents occurring before the payment of the first premium or when, in accordance with the provisions set forth in the Insurance Contract Law, the cover of the Insurance Compensation Consortium is suspended or the insurance contract has expired due to lack of payment of premiums.

i) Accidents which, due to their size or serious nature, are classified by the Government of the Nation as a “national disaster or catastrophe.”

3. Scope of the cover.

The Insurance Compensation Consortium shall pay, without applying any qualifying period or excesses, and on a compensation basis, the indemnifications resulting from damages caused by extraordinary events in Spain and which affect the risks therein. However, the Consortium shall also compensate for personal damages or bodily injuries resulting from extraordinary events occurred abroad when the Policyholder has its principal residence in Spain.

The cover of extraordinary risks will include the same persons and amounts insured that are established in insurance policies for the coverage of ordinary risks.

II. ACTION PROCEDURE IN THE CASE OF ACCIDENT LIABLE TO INDEMNIFICATION BY THE INSURANCE COMPENSATION CONSORTIUM

Should an accident occur, the Insured Party, the Policyholder, the Beneficiary, or their respective legal representatives must notify the occurrence of the accident, within the maximum term of seven days after learning of it, to the corresponding regional office of the Insurance Compensation Consortium, depending on where the accident took place, either directly or through the Insurance Entity with whom the ordinary insurance was contracted, or else through the insurance broker that took part in it. This notification shall be made using the model designed for said purpose, which will be available in the web page of the Consortium (www.consorseguros.es) or in its offices or the offices of the Insurance Entity, with the following documents attached:

1. For injuries that lead to partial, total or absolute permanent disability:

- Photocopy of the national identity document or tax identification document of the injured person or the recipient of the indemnification, should it differ from the injured person.
- Details of the bank entity where the indemnification amounts are to be paid, indicating the entity number, branch number, check digit and account number (customer account code, 20 digits), as well as the address of said entity.
- Photocopy of the General Terms and Conditions and the Specific Conditions of the policy (either individual or collective), as well as all Appendixes or Supplements.
- Photocopy of the receipt of payment of the current premium on the date of occurrence of the accident, clearly indicating the amounts corresponding to the premium and to the surcharge paid to the Insurance Compensation Consortium.
- Further documentation that can be provided by the injured person, proving the cause of the accident and the injuries caused thereby.

2. In the case of death:

- Death certificate.
- Photocopy of the national identity document or tax identification number of the potential beneficiary of the indemnification.
- Photocopy of the General Terms and Conditions and the Specific Conditions of the policy (either individual or collective), as well as all Appendixes or Supplements.
- Photocopy of the receipt of payment of the current premium on the date of occurrence of the accident, clearly indicating the amounts corresponding to the premium and to the surcharge paid to the Insurance Compensation Consortium.
- Details of the bank entity where the indemnification amounts are to be paid, indicating the entity number, branch number, check digit and account number (customer account code, 20 digits), as well as the address of said entity.
- Further documentation, when available, regarding the cause of the accident.
- If no beneficiary is appointed in the insurance policy, family register and will or, in the absence of a will, decree pronouncing the persons entitled to succeed or notarial deed.
- Payment of the Inheritance Tax.

If the Insured Party is in any doubt as to which procedure to follow, they can contact the Insurance Compensation Consortium at the following telephone: **902 222 665**.

C. SUMMARY OF NORMS

1. Covered extraordinary events

- Extraordinary natural phenomena such as: earthquakes and tidal waves, extraordinary floods, volcanic eruptions, atypical cyclonic storms, bodies dropping from space and aerolites.
- Those caused violently as a result of terrorism, rebellion, sedition, riots and popular revolts.
- Events or actions taken in times of peace by the Armed Forces or the Security Forces.

2. Excluded risks

The following accidents and damage shall not be liable to indemnification by the Insurance Compensation Consortium:

- a) Those not eligible for indemnification as set forth in the Insurance Contract Law.**
- b) Those caused to persons or assets insured by an insurance contract other than those in which the surcharge in favour of the Insurance Compensation Consortium is obligatory.**
- c) Those due to defects or faultiness of the insured object.**
- d) Those produced by armed conflict, even when there has been no official declaration of war.**
- e) Those which, due to their size or serious nature, are classified by the Government of the Nation as a "national disaster or catastrophe."**
- f) Those resulting from nuclear energy.**
- g) Those due to the mere action of time or to atmospheric agents other than the aforementioned natural phenomena.**
- h) Those caused by actions produced during meetings or demonstrations carried out in accordance with the provisions set forth in the Organic Law 9/1983, of 15th July, together with those occurring during legal strikes.**
- i) Indirect risks or losses of whatsoever kind resulting from direct or indirect damages.**
- j) Those caused by the Insured Party acting in bad faith.**

k) Those occurring before the payment of the first premium.

l) Those occurring when the effect of the cover is suspended or the contract has expired due to lack of payment of premiums.

m) Those corresponding to policies whose date or effect, if later, is not thirty days prior to the day on which the accident occurs, except in cases of replacement or substitution of the policy, or automatic revaluation of capitals.

3. Excess

In insurances for damages, it shall amount to 10% of the total amount of the accident, whereby it may not exceed 1% of the insured amount or be lower than € 150.25, with a minimum in all cases of € 150.25. The aforementioned lower limit shall not be applicable when the insured amount is equal to or lower than € 15,025.30. In the cases in which said insured amount is equal to or higher than € 6,010,121.04, the excess scale shall be applied, in a percentage of the accident, and the absolute maximum limits set forth in Article 9 of the Regulation governing Extraordinary Risks regarding Persons and Assets, as set forth by the Royal Decree 354/1988, of 19th April. The excess shall be applied in each accident and for each situation of risk.

No deduction for excess shall be made in personal insurance.

4. Facultative inclusion agreements in ordinary insurance

In the cases where the ordinary policy includes first risk insurance, new value insurance, floating capital or capital compensation clauses, said forms of insurance shall also be applicable to the compensation of losses resulting from extraordinary events under the same terms, whereby said cover shall include the same assets and amounts insured as the ordinary policy. Said clauses may not be included in the cover of extraordinary risks unless they figure in the ordinary policy.

5. Under-insurance and over-insurance

In the cases of under-insurance, the Insured Party shall be the Insurer of the corresponding part. If the amount insured is notably higher than the interest value, the effectively caused damage shall be indemnified.

D. ACTION PROCEDURE IN THE CASE OF ACCIDENT

In the case of accident, the Insured Party must:

1. Notify the offices of the Insurance Compensation Consortium or those of the Insurance Entity of the occurrence of the accident, within the maximum term of seven days after learning of said occurrence. The notification shall be made using the model designed for said purpose, which shall be provided in said offices, with the following documents attached:

- Copy or photocopy of the receipt proving the payment of the premium corresponding to the current year, and which expressly shows the amount, date and form of payment of said premium.
- Copy or photocopy of the extraordinary risk cover clause, of the General Terms and Conditions, Specific and Special Conditions of the ordinary policy, as well as the modifications, Appendixes or Supplements of said policy, where applicable.
- Copy or photocopy of the national identity document or tax identification number.
- Details of the bank entity where the indemnification amounts are to be paid, indicating the entity number, branch number, check digit and account number, as well as the address of said entity.

2. He must also keep the remains or vestiges of the accident for appraisal and in case of this being absolutely impossible, present documents proving the damages, such as photographs or notarial acts, the costs of which shall be met by the Insured Party. He must also ensure that no further defects or disappearances occur, as they would be on the account of the Insured Party.

ADAPTATION OF THE PREMIUM ACCORDING TO THE ACCIDENT RATE

ARTICLE 44. ANNUAL MODIFICATION OF THE PREMIUM BASED ON THE "BONUS-MALUS" SYSTEM

At the end of each year of insurance, the Bonus-Malus system shall be applied to the policy in order to establish an adequate correlation between the premium and the current accident rate.

APPLICATION NORMS

1. It shall be applied solely and independently to the premium of each of the following groups as a whole:

- Group A – compulsory and voluntary Civil Liability.
- Group B – Own Damages

Discounts or surcharges shall not be applied to the premiums of: Agricultural Civil Liability, Civil Liability for the load, fire, theft, windows, occupants, subsidy for loss of driving licence, travel assistance and legal protection.

2. The Specific Conditions shall indicate the initial level of the policy.

Applicable accidents shall be all those affecting the covers of groups A and B, where no duly identified third party is responsible for the damages.

3. The period during which the accident rate shall be considered for the allocation of the level, at each expiry, is of 12 months, where the last month for said effects and purposes shall be 2 months prior to the expiry date.

4. The corrective factor of the premium corresponding to each year shall be that which appears in the table given in the following point and shall correspond to the norms set forth in point 6.

5. The corrective factors of the premium in accordance with the number of accidents considered are as follows:

CATEGORY 1 and 3 TABLE		
LEVEL	RC	DAMAGES
1	1.85	1.75
2	1.60	1.50
3	1.40	1.40
4	1.30	1.30
5	1.20	1.20
6	1.10	1.10
7	1	1
8	0.94	0.94
9	0.90	0.90
10	0.86	0.86
11	0.82	0.82
12	0.78	0.78
13	0.74	0.74
14	0.70	0.70
15	0.66	0.66
16	0.62	0.62
17	0.58	0.58
18	0.54	0.54
19	0.50	0.50

CATEGORY 2 TABLE		
LEVEL	RC	DAMAGES
1	1.85	1.75
2	1.60	1.50
3	1.40	1.40
4	1.30	1.30
5	1.20	1.20
6	1.10	1.10
7	1	1
8	0.94	0.94
9	0.90	0.90
10	0.86	0.86
11	0.82	0.82
12	0.78	0.78

6. Application of the scale

Levels shall be changed in accordance with the following norms:

6.1. For each **accident-free** year, the policy shall ascend one level until it reaches level 19 (category 1 and 3) and level 12 (category 2).

6.2. For each year **with accidents**, the policy shall descend one level per accident, until it reaches level 1.

7. Once the level has been set, the base premium shall be multiplied by the corrective factor set by the scale, giving the net premium for the following year.

8. The Bonus-Malus system forms part of CASER's tariff and may be modified when a variation to the current tariff is approved.

ARTICLE 45. SPECIFIC CONDITIONS OF TRAVEL ASSISTANCE INSURANCE

1. Preliminary provisions

1.1. Access to the service

To be able to benefit from the guarantees of assistance under the terms set forth in this condition, the Insured Party must make prior contact with the Insurer, who shall be available 24 hours a day, every day of the year.

1.2. Abusive behaviour

Whenever the Insurer considers the behaviour of an Insured Party abusive or deliberate, it may claim full or partial repayment of the expenses arising as a direct consequence of said behaviour.

2. General exclusions

In general, the following shall be excluded:

a) The events occurring during participation in sports and/or high-risk competitions.

b) The expenses of sea, mountain and desert searches.

c) The guarantees and obligations that have not been requested and which have not been implemented by the Insurer or with his authorisation, except in exceptional cases when contact with the Insurer has not been possible:

- **By order of the public Authority (proof must be sent).**
- **In the case of corporal accident of the Insured Party in an accident with the insured vehicle that has been intervened by the public Authorities.**

For example: The corporal damages of the Insured Party produced in a traffic accident with the insured vehicle and in which the public authority has intervened.

d) All the costs (transport, fuel, tolls, food) the Insured Party would have had, if the event that led to the intervention of the Insurer had not occurred, shall be paid for by the former.

I. CONDITIONS FOR CATEGORY 1 VEHICLES (PRIVATE CARS, PRIVATE CAR DERIVATES, ALL-TERRAIN VEHICLES, PEOPLE CARRIERS, VANS OF UP TO 3,500 KG MAW, WITH OR WITHOUT TRAILER) AND CATEGORY 3 VEHICLES (MOPEDS, CARRIER TRICYCLES AND MOTORCYCLES).

1. Definitions

For this cover, the following terms and definitions shall apply:

- **INSURED PARTY:** The physical person, resident in Spain, title holder of the policy and his spouse, not separated legally or de facto, together with his ascendants, as long as they live with him in the address of the former, and his descendants, as long as they are legally in his charge.

The right of the Insured Parties shall not be modified or affected, if they travel separately.

The condition of Insured Party is also considered, in the case of traffic accident, of any other person travelling free of charge in the insured vehicle.

If the Policyholder of the Insurance is a legal person, the driver of the vehicle shall be considered as the Insured Party, in accordance with the description thereof as included in the General Terms and Conditions.

- **ADDRESS:** For the effects and purposes of the obligations, the "address of the Insured Party" shall be the address of the Policyholder or the authorised driver of the insured vehicle, where it shall be an essential condition for the usual address to be located in Spain, even in the case of traffic accident when the guarantees affect the occupants being transported free of charge.
- **INSURED VEHICLE:** Land vehicles with 2 to 4 wheels, caravans or trailers insured with the Insurer as long as their total weight does not exceed 3.5 tonnes.
- **ECONOMICALLY REPAIRABLE VEHICLES:** A vehicle is considered economically repairable when the cost of the repair is lower than its vendible value.

2. Object, duration and validity

2.1. Object of the insurance

Travel assistance is an insurance offering different travel services, some of which are aimed at persons and others at the vehicle and its occupants.

2.2. Duration of the insurance

The duration of this insurance is linked to the automobile insurance of which it is a complementary element.

2.3. Validity of the insurance

The cover of the guaranteed benefits is for periods out of the usual home of no longer than 90 days for each trip or journey.

The Insurer shall put said obligations into practice directly or by means of prior agreement between the Insured party and himself.

3. Covers

3.1. Risks to persons (with or without a vehicle)

In the case of journeys or travel, the guarantees shall be applied without limit to the kilometres travelled throughout the world, except for medical expenses, which shall be paid only when abroad and under the conditions set forth in the following section. It includes:

3.1.1. Assistance for sick or injured persons

- **Transport or repatriation of patients.** In the case of medically established need, the medical team of the Insurer, after consulting the doctors attending the injured or sick person at the place where the events took place, shall decide, according to the circumstances, whether to transport the Insured Party to:
 - A more appropriate hospital
 - A hospital nearer to his home
- His home.

Organising and using the most appropriate means and, where necessary, under constant medical surveillance.

In any case, the Insurer shall organise and pay for the costs of transfer to the home of the ill or injured person, even when the Insurer's doctors consider intermediate transport necessary before the final transfer to the usual address.

As far as possible, one of the family members shall be allowed to travel with the ill or injured person during the transfer.

- **Expenses for prolonging a stay in a hotel.** If it were necessary to prolong unexpectedly the stay in a hotel after hospitalisation, the Insurer shall pay for the costs of the hotel (accommodation and breakfast), **up to the limit of € 43 per night and for a maximum of 10 days.**
- **Travel of a family member.** When the Insured Party, ill or injured person cannot be moved and needs to stay in hospital for more than 5 days, the Insurer shall pay for the cost of an appropriate means of transport (return journey) for a family member to be at his side.

The Insurer shall also pay for the expenses of said person in a hotel, **up to the limit of € 43 per night and for a maximum of 10 days.**

- **Repayment of medical expenses abroad.** As a complement to the services offered by the Social Security System and/ or other institutions, the Insurer shall pay the medical, surgical, pharmaceutical and hospitalisation costs, up to a **maximum amount of € 6,000.**

3.1.2. Assistance in case of death

- **Repatriation of the body.** In case of death of the Insured Party during a journey, the Insurer shall organise and pay for the transfer of the mortal remains to the place of burial in Spain, near to his home.
- **Early return in case of death of a family member in Spain.** If during a journey, the spouse, ascendant, first-degree descendant, brother or sister of the Insured Party were to die in Spain, and in the case where it were not possible to return by the originally planned means, the Insurer shall pay for an appropriate means of transport to the place of burial in Spain, where the maximum limit is the cost of the transfer to his home.

If it were necessary to return back to the place of origin to recover the vehicle or continue the journey, the Insurer shall organise the appropriate means of transport for said purpose.

3.1.3. Assistance for companions

- **Return of companions in the case of transfer of an ill, injured or deceased Injured Party.** When it is necessary to transport the Insured Party for medical reasons or return his corpse to the place of burial in Spain, the Insurer shall organise and pay for the costs of the return tickets, by the most appropriate means of transport, of the other Insured Parties if they are unable to do so by the originally planned means.

In the case where children under 15 years of age and/or disabled persons, and/or persons over 70 years of age are left unaccompanied, the Insurer shall organise and pay for the costs of a return journey, by the most appropriate means of transport, of a person resident in Spain, designated by the family to accompany them back to their home in Spain.

- **Sending a family member or professional driver.** When the insured Driver needs to be transported or repatriated due to accident, illness or death, or if he is unable to drive, and when none of the other occupants is capable of replacing him, the Insurer shall pay for the one-way transport costs for a family member, or for the costs arising from the services of a professional driver to transport the vehicle and its occupants to their home in Spain, or, if they so choose, to the place of destination, paying for the costs up to the limit equivalent to what it would have cost to return to the Insured Party's home.

3.1.4. Sending forgotten objects and/or documents

If during a journey the Insured Party has forgotten personal documents or belongings necessary to be able to continue the journey, the Insurer shall pay for them to be sent to the place where the Insured Party is, as long as they are given to him by a family member. Furthermore, the Insurer shall organise and pay for the sending of medicines or glasses prescribed to the Insured Party and which cannot be found in said place. The amount of the medicines or glasses sent by the Insurer must be returned in the term of one month after they have been sent.

3.1.5. Loss or theft of baggage and vehicle keys

In the case of loss or theft of baggage, theft of the vehicle keys and personal belongings, the Insurer shall advise the Insured Party on how to report the facts. If they are recovered, the Insurer shall pay for them to be sent to the Insured Party's home.

If the Insured Party has a copy of the vehicle keys, the Insurer shall organise as soon as possible and pay for them to be sent to the location where the Insured Party and his vehicle are.

3.1.6. Sending urgent messages

The Insurer shall do everything possible to convey the urgent messages from the Insured Party to their addressee in Spain, and always under the sole responsibility of the author thereof.

3.1.7. Exclusions to this cover

- a) Urgent or primary interventions insured by the local public service.**
- b) Cosmetic surgery operations.**
- c) Medical, surgical and hospitalisation costs in Spain.**
- d) The appearance or relapse, during the journey, of existing or chronic illnesses known by the Insured Party when he started the journey.**
- e) Mental and pathological illnesses known by the Insured Party and susceptible to aggravation during a journey.**
- f) Intervention planned and/or usual for pregnant women. However, up to the sixth month, assistance shall be ensured where the pathology is not expected.**
- g) The amount of the medicines or the prescription glasses, sent by the Insurer at the request of the Insured Party, must be returned in the term of one month from the date they are sent.**
- h) If medical expenses are already covered by an insurance contract or by social institutions, the intervention of the Insurer shall be considered an anticipation of the funds, which must later be returned. In this case, the Insured Party shall**

ask said institutions to repay what is owed to him and he shall return it to the Insurer.

3.2. Vehicle risks

The guarantees are applied with no limit to kilometres in Spain, in the countries of Europe, including Russia up to the Urals, and in the countries on the Mediterranean, and are bound to the vehicle and insured persons. It includes:

3.2.1. Assistance to vehicles in the case of breakdown, accident or theft.

- **Mechanical assistance,** In the case of accident or breakdown which prevents the insured vehicle from moving, the Insurer shall urgently send a pick-up truck to carry out, if possible, repair work in situ for the vehicle and its occupants to continue their journey. The Insurer shall pay for the expense of this service up to a maximum amount of € 120. The total amount of the spares shall be paid for by the Insured Party.

The assistance services are expressly guaranteed in the case of running out of fuel and puncture.

- **Towing the vehicle.** When the repair cannot be made in the place of the breakdown, the Insurer shall organise and pay for the cost of towing the vehicle, depending on where the vehicle is stopped:
- If the vehicle is stopped at a distance of over 100 km from the address indicated on the policy, the vehicle shall be towed to the garage nearest to the place of the breakdown.
- If the vehicle is stopped at a distance of less than 100 km, it shall be towed to the garage designated by the Insured Party. The maximum distance to be towed shall be that which separates the place of the breakdown from the area around the address (where the area is defined as a radius of 25 km around said address).

In all cases the maximum limit of the cover is set at € 120.

- **Recovery.** When the vehicle is immobilised because it has turned over or fallen over a drop, the Insurer shall organise and pay for the costs of recovering the vehicle, to a **maximum amount of € 120.**
- **Sending of spare parts.** The Insurer shall organise the sending abroad of the spares that are not available at the place of the breakdown and required for the repair of the insured vehicle; the shipping costs and customs duties shall be borne by the Insurer. The costs of the spare parts must be repaid to the Insurer in the term of one month from when they are sent.
- **Repatriation of the insured vehicle and costs of custody abroad.** The Insurer shall organise and pay for the repatriation costs of the insured vehicle when the vehicle is considered irreparable in the country where the breakdown took place, but is reparable in Spain, to an amount lower than its vendible value.

In the case of repatriation of the insured vehicle from abroad, as indicated in the previous paragraph, the Insurer shall organise and pay for the custody costs from when it is requested by the Insured Party until the transport company takes charge of the vehicle.

The same services shall be provided in the case of theft of the vehicle when it is recovered having been in an accident or broken down and is considered irreparable in the country where the breakdown took place, but is repairable in Spain, to an amount lower than its vendible value.

- **Transport of the Insured Party to recover his repaired vehicle.** The Insurer shall organise and pay for the costs of the transfer of the Insured Party or that of a person designated by him to recover the repaired vehicle from the garage to where the Insurer had it towed.

This provision shall also be applied if the vehicle has been stolen and later recovered.

3.2.2. Assistance to the occupants in the case of immobilisation or theft of the insured vehicle.

- **Return of the occupants in the case of theft or immobilisation of the vehicle.** In the case of immobilisation of over 48 hours or theft of the insured vehicle, the Insurer shall organise and pay for the costs of transferring the persons to their home.

In this case, the Insurer may organise the transfer of these persons to their place of destination, paying for the costs up to a limit equivalent to what it would have cost for those persons to return to the home of the Insured Party.

- **Accommodation expenses in the case of immobilisation of the vehicle.** When the vehicle is transferred to the garage nearest to the place of breakdown, the Insurer shall organise and pay for the accommodation expenses of the Insured Parties waiting for the vehicle to be repaired, to a **maximum amount of € 43 per Insured Party per night (accommodation and breakfast) for 5 nights.**

This guarantee is not cumulative with the guarantee for the return of the occupants to their home.

3.2.3. Provision of funds abroad

The Insurer may provide funds up to a **maximum of € 1,000** to the Insured Party, which shall enable him to pay the costs caused as a result of serious unexpected difficulties abroad.

The Insured Party shall first of all sign a recognition of debt in which he promises to return the amount provided in the term of one month from the date on which the funds were provided. The Insurer reserves the right, for the purposes and effects of said service, to request an appropriate guarantee.

3.2.4. Assistance in the case of judicial proceedings abroad

If, as a consequence of a traffic accident not involving the insured vehicle, the Insured Party is required to pay bail, the Insurer shall offer the following means:

- **Forwarding of bail.** The Insurer shall forward the amount corresponding to the bail, up to a maximum of € 6,000, as soon as he receives from the Insured Party the appropriate guarantee that said amount shall be returned to him in the term of one month from the date on which the funds were provided.
- **Payment of lawyer's fees.** To ensure the defence of the Insured Party, the Insurer shall pay the lawyer's fees, up to a **maximum amount of € 2,000.**

3.2.5. Exclusions to this cover

- a) The vehicles and their occupants in the framework of a short-term hire, such as ambulances, ambulance-taxis and driving school vehicles.**
- b) The events which take place on forest roads and beyond the roads that are fit for traffic.**
- c) The cost of spare parts.**
- d) The obligation for the Insurer to send spare parts if they do not exist in Spain or are no longer manufactured.**

II. SPECIAL CONDITIONS FOR VANS, TRUCKS, RIGID LORRIES OF OVER 3,500 KG MAW AND COACHES.

1. Object

By virtue of this travel assistance insurance contract for vans, lorries and coaches, the Insured Party is guaranteed, within the territorial scope of this insurance, the covers that integrate the services related to persons and those related to the insured vehicle.

The platforms, trailers and semi-trailers shall be exclusively covered by the guarantees of this policy in the case of being attached to the lorry or truck at the time of the accident.

The loads or goods being transported, together with the passengers travelling in the insured vehicle are expressly excluded from the benefits of this policy.

In order to benefit from the guarantees of the policy it is an essential requirement for the insured vehicle, dedicated to the transport of goods or passengers, even though only on occasions, to have the licences required to do so, current MOT and to have fulfilled the requirements for said purpose.

Vehicles of over 15 years old (at the moment when the insurance is contracted) as from the date they were first registered are excluded.

2. Definitions

For this cover, the following terms and definitions shall apply:

INSURED PARTY: The physical person, resident in Spain, title holder of the policy. If the Policyholder of the insurance is a legal person, this shall be considered as the Insured Party for the services related to the vehicle, set forth under section 5.1, except for section 5.1.3. For the services and benefits regarding persons, set forth in section 5.1.3 and 5.2, the usual Driver shall be considered as the Insured Party, in accordance with the description thereof included in the Specific Conditions.

The authorised driver of the insured vehicle and the driver's companion on the same transport service or route shall also be considered Insured Parties.

3. Territorial Scope and Duration of Validity

The scope of application of the guarantees set forth in these terms and conditions shall be that of all Europe and the following Mediterranean countries: Morocco, Tunisia, Turkey, Syria and Egypt.

The Medical and Hospital Assistance guarantees set forth in section 5.2.1, and convalescence in hotel in section 5.2.4, shall be applicable exclusively abroad. The remaining benefits of this policy shall be applicable when the Insured Party is over 25 km away from his usual home, or over 15 km when he lives in the Balearic or Canary Islands, except for the services of mechanical assistance and towing and recovery and salvage, which shall come into effect from kilometre zero.

The cover of the guaranteed benefits is for periods out of the usual home of no longer than 60 days for each trip or journey.

It is expressly agreed that the Insurer's obligations resulting from the cover of this policy end the moment when the Insured Party has returned to his usual address, or has been admitted to a hospital located at a **maximum distance of 30 km** from the aforementioned **address (15 km in the Balearic or Canary Islands)**.

The covers indicated in this policy exclude those countries which, during the journey or trip of the Insured Party, are at war or in a state of siege, revolution of military conflict of whatsoever kind or nature, even when said situation has not been officially declared.

4. General exclusions

a) The Insurer shall assume no obligation whatsoever related to the services that have not been requested or carried out with his agreement, except in cases of force majeure or duly justified material impossibility.

b) The accidents resulting directly or indirectly from events produced by nuclear energy, genetic modifications, radioactive radiations, natural disasters, military actions, riots, explosions and acts of terrorism.

c) The occurrences caused voluntarily by the Insured Parties, or those involving deliberate acts or serious culpability on their part, either in the causes or in the exposure to the accident or in its characteristics or consequences.

d) The occurrences resulting from the participation of the Insured Party in sports trials or competitions not expressly covered by the Specific Conditions.

5. Covers

5.1. Vehicle-related guarantees

The Insurer guarantees the following benefits regarding the insured vehicle:

5.1.1. Mechanical assistance and towing

When it is possible for the insured vehicle to be repaired, in the case of accident or breakdown, at the same place where it is immobilised, the Insurer shall pay for the displacement costs and labour costs required for the urgent repairs to be made, as long as their duration is not longer than 1 hour and 30 minutes of labour costs.

If the aforementioned repair is not possible or if the time expected is greater than 1 hour and 30 minutes, the Insurer shall assume the towing service or transport of the insured vehicle to the nearest repair garage that accepts the insured vehicle, to the **maximum amount of € 540**.

This guarantee expressly excludes the costs resulting from the spare parts that may eventually need replacing.

Whenever possible, the towing service shall be provided with the load transported incorporated in the vehicle. **Whenever necessary for the towing of the vehicle, said service shall be carried out load-free, where the unloading of the goods and/or passengers shall be on the account of the Insured Party.**

5.1.2. Recovery and salvage

The Insurer shall assume the service of the recovery or salvage of the insured vehicle which, while travelling along the public highway, is immobilised by turning over or falling over a drop, moving along by its own means, and return it to a place appropriate for travel or towing, **up to the maximum amount of € 900**.

Whenever possible, the recovery and salvage services shall be provided with the transported load incorporated in the vehicle, except in the case of coaches. **Whenever necessary for the recovery or salvage of the vehicle, said service shall be carried out load-free, where the unloading of the goods shall be on the account of the Insured Party.**

5.1.3. Services for Insured Parties due to immobilisation of the vehicle as a result of accident or breakdown or in the case of theft of the vehicle.

When the vehicle immobilised as a result of accident or breakdown cannot be repaired in the same day and the repair is expected to take over 8 hours in accordance with the scale of the manufacturer, the Insurer shall pay for:

- **Hotel or food expenses.** The justified costs of a stay in a hotel, or food costs, as chosen by the Insured Party, while waiting for the repair to be carried out, **up to € 30** per Insured Party per day, to the **maximum amount of € 60 per Insured party.**
- **Transfer or repatriation of the Insured Parties.** The costs of the transfer or repatriation of the Insured Parties to their home or to their destination, as long as, in the case of the latter, the costs are not higher than those of returning home.

The same services shall be provided in the case of theft of the vehicle when it is not recovered during the five days after the presentation of the report of the theft to the competent Authorities of the country in which it occurred.

With regard to the benefit for immobilisation of the vehicle as a result of accident or breakdown or in the case of theft of the vehicle, the transfer or repatriation of the Insured Parties shall be applicable exclusively in the case where use has not been made of the hotel or food costs.

5.1.4. Sending of spare parts

In the case where the repair of the insured vehicle requires spare parts that cannot be obtained at the place where said repair is being carried out, the Insurer shall pay for the costs of sending the required spares by the most appropriate means. **The guarantee shall not be provided when the requested parts are not to be found in Spain or are no longer manufactured, or when the cost of the repair together with that of sending the spare parts is higher than the vendible value of the vehicle.**

The Insured Party shall be obliged to repay the Insurer the cost of the parts received, the payment of which has been forwarded by the Insurer, as well as the eventual corresponding Customs duties.

5.1.5. Transfer of the Insured Party to collect the Vehicle

When the vehicle has been repaired at the place of the accident or breakdown, or in a nearby garage, or when it has been recovered in driveable conditions after a theft, the Insurer shall pay for the transfer of the insured driver or the person he designates to collect the vehicle.

5.1.6. Sending of a professional driver

In the following cases, the Insurer shall send a professional driver to transport the vehicle and its occupants to their home or destination, as long as in the case of the latter, the days required were not greater, and no occupant were capable of driving instead of him:

- When the Insured Party has been transferred or repatriated due to illness or accident, or is incapable of driving (according to medical opinion).
- When he has deceased.
- When the insured driver has been detained or arrested by the competent Authority as a result of an event arising from a traffic accident.

5.1.7. Information service

At the request of the Insured party, the Insurer shall provide information and, where applicable, shall put him in contact with:

- Parking areas in Spain that are especially adapted for vehicles dedicated to the transport of goods or passengers.
- Companies dedicated to the recovery, transfer or transport of goods and loads.
- Companies dedicated to the hire of industrial vehicles or passenger transport.

5.1.8. Costs of legal abandonment of the vehicle

When the cost of a repair, as a result of an accident, breakdown or theft, is greater than the vendible value of the vehicle itself, the Insurer shall assume, at the request of the Insured Party, the costs of legal abandonment of the vehicle.

5.1.9. Exclusions of the vehicle-related benefits

a) The hotel expenses, except for the provisions set forth in section 5.1.3, restaurant expenses, taxi costs, fuel costs and those of personal belongings and accessories incorporated into the vehicle.

b) Vehicle repairs, except for the provisions set forth in section 5.1.1.

c) Indemnifications for theft of baggage and material.

5.2. Person-related benefits

The Insurer guarantees the following benefits for the Insured Party during a journey or trip made using any means of transport.

5.2.1. Medical and hospital assistance abroad

The Insurer shall arrange the provision of medical, surgical, pharmaceutical assistance and hospitalisation of the Insured Party in the case of accident or illness occurring abroad and shall pay for the necessary costs resulting therefrom.

The following services, in an unlimited way, are expressly included:

- Assistance from medical teams and specialists.
- Medical examinations complementary to the assistance provided.
- Hospitalisation, treatments and surgical operations.
- Supply of medicine prescribed by a doctor or repayment of the cost thereof.
- Treatment for acute dental problems, including those which due to infections, pain or trauma require emergency treatment.

The maximum amount covered per Insured Party, for the total amount of the aforementioned costs, is € 3,000. Dental costs are limited in all cases to € 60 per Insured Party.

5.2.2. Transfer or clinical repatriation of injured and ill persons

In the case of accident or illness of the Insured Party, the Insurer shall pay for:

- The costs of transport by ambulance to the nearest clinic or hospital.
- Control by his medical team, in contact with the doctor attending the injured or ill Insured Party, to determine the appropriate measures for the best treatment to be followed, and the best means for his eventual transfer to another more appropriate hospital or to his home.
- The costs of transferring the injured or ill person by the most appropriate means of transport to the prescribed hospital or to his home.

If the Insured Party were admitted to a hospital that is not near his home, the Insurer shall pay, at the appropriate time, for his subsequent transfer to his home.

5.2.3. Travel and stay of a companion in case of hospitalisation of the Insured Party

When the Insured Party is hospitalised for a period that is expected to exceed ten days, the Insurer shall pay for the travel and return of the person designated by the Insured Party to accompany him.

If the hospitalisation is abroad, the Insurer shall also pay for the costs of the companion's stay, **up to a maximum of € 30 per day for ten days.**

5.2.4. Convalescence in a hotel abroad

When the ill or injured Insured Party is unable to return home or continue his journey as a result of doctor's orders, the Insured Party shall pay for the costs of the extension of the stay in a hotel, up to a **maximum of € 30 per day for ten days.**

5.2.5. Transport or repatriation of the deceased and other Insured Parties

In the case of death of any of the Insured Parties, the Insurer shall pay for all the formalities that are to be completed, as well as the transfer of the corpse to the place of burial or cremation in Spain.

The post mortem conditioning costs, in accordance with legal requirements, shall be covered up to a maximum of € 600.

The burial, cremation or ceremonial expenses are not included.

The Insurer shall arrange the transport of the other accompanying Insured Parties when they could not do so by the originally planned means, to their home, to the place of burial or cremation of the corpse or to their destination, as long as in the case of the latter, the costs are not higher than those of returning home.

5.2.6. Early return

If any of the Insured Parties needs to return early due to the death of his spouse, ascendant or first-degree descendant, brother or sister, during a journey, the Insurer shall pay for the journey to the place of burial or cremation in Spain and return to the place from where he came.

5.2.7. Sending of urgent messages

The Insurer shall arrange the transmission of urgent messages given to him by the Insured Parties as a result of the accidents covered by these guarantees.

5.2.8. Exclusions of the person-related benefits

a) Pre-existing illnesses or complaints or chronic illnesses suffered before the start of the journey, together with the complications or relapses thereof.

b) Illnesses or pathological conditions caused by the intentional consumption or administration of alcohol, toxic products, drugs, narcotics, or by the use of non-prescribed medicines.

c) Death by suicide and the injuries or illnesses resulting from an attempted suicide or those produced intentionally to himself by the Insured Party, as well as those resulting from criminal actions of the Insured Party.

b) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses and prostheses in general, as well as the expenses resulting from births or pregnancies, except for unexpected complications during the first six months, and whatsoever type of mental illness.

e) Injuries or illnesses resulting from the participation of the Insured Party in bets, sports trials or competitions, from skiing and any other type of winter sport or the so-called adventure sports, and the rescue of persons at sea, up mountains and in the desert.

f) Any type of medical or pharmaceutical expense below € 13.

The indemnifications set forth in the guarantees shall be, in all cases, a complement to the contracts that may offer cover for the same risks, to the services provided by the Social Security System and to whatsoever collective health system.

5.3. Actions in the case of accident

5.3.1. Notifications

When there is an accident that may give rise to the guarantees set forth in this policy, **this fact must be notified by the Insured Party to the emergency telephone service set up by the Insurer**, providing the name of the Insured Party, the policy number, place and telephone number of where he is, together with the assistance he requires.

5.3.2. Subrogation

The Insurer shall subrogate to the rights and actions of the Insured Parties regarding the costs assumed in the start-up of the assistance guarantees. Among others, the Insurer may exercise this right before the passenger transport companies for the repayment of tickets unused or used by the Insured Party within the framework of the assistance guarantees.

5.4. Additional provisions

CASER declares that the travel assistance services shall be provided through a specialist organisation.

The assistance guarantees set forth below are applied taking into account the geographical, climatic, economic, political and legal characteristics of the place in question and established at the time of the occurrence.

5.4.1. The Insurer shall not be considered responsible for the deficiencies or difficulties found in the execution of their obligations due to causes of force majeure or events such as civil or foreign wars, terrorist attacks, revolutions, popular movements, revolts, strikes, embargoes or reprisals by the public forces, official prohibitions, hijackings, explosions, nuclear or radioactive effects or climatic difficulties (floods, snow, storms).

5.4.2. The Insurer may only intervene within the limits of the agreements awarded by the local Authorities and may not under any circumstances substitute the local emergency organisations, or pay for their costs.

5.4.3. The Insurer shall have no obligation to intervene when the Insured Party has voluntarily broken the local legislation in force.

5.4.4. In the start-up expenses of the assistance guarantees for the insured persons, the Insurer shall only pay for those supplementary expenses required by the accident and which exceed those initially expected by the Insured Parties.

5.4.5. The medical and clinical transport benefits shall be decided by the Insurer after consulting the doctor attending the Insured Party.

5.4.6. The Insurer shall not be responsible for the repairs made to the insured vehicle, for the delays and difficulties in the execution of the repairs, for the damages caused during the transport or towing of the vehicle or for the losses caused by the theft of the vehicle or its accessories.

5.4.7. If the vehicle is stolen, the Insurer must have the report made to the competent authorities in order to start up the assistance guarantees.

SPECIFIC CONDITIONS OF THE LEGAL PROTECTION INSURANCE

The Insurer agrees, within the limits set forth by law and by this contract, to render judicial and extrajudicial assistance to the Insured Party, as a consequence of the latter's intervention in an administrative procedure, judicial proceeding or arbitration resulting from a traffic accident with the vehicle indicated in the Specific Conditions of this policy, and to pay for the expenses incurred by the Insured Party as a consequence of said intervention.

Likewise, the Insurer shall provide the service of defence in traffic offences.

In all that is not specifically regulated below, the provisions set forth in the Preliminary Article and following of these General Terms and Conditions, which establish the contractual bases of the single policy, shall generally apply.

The Insurer hereby guarantees that none of the staff members who are in charge of legal advise regarding this guarantee is simultaneously engaged in any similar activity in another area or industry.

1. Scope of the cover

This coverage covers the following guarantees:

1.1. Criminal defence

The criminal defence of the driver and the owner of the vehicle, and the defence of the latter's minor children if they have driven the insured vehicle without his consent or authorisation. This guarantee covers the following services:

- The personal defence by a lawyer and, when obligatory, a solicitor, and the payment of their fees.
- Bail or judicial bond to guarantee the parole and the payment of the court costs.
- The payment of the corresponding legal fees, and the payment of necessary costs for the execution of a power of attorney, when appropriate.
- The fees and expenses of experts designated or authorised by the Insurer.

This guarantee shall not include:

- **The defence of intentional or fraudulent acts, offences against traffic safety or failure to render assistance.**
- **The defence in a criminal proceeding arising out of driving when inebriated or under the influence of drugs, narcotics or psychotropic substances, or when the tests made after the accident on the driver of the insured vehicle after the accident reveal an alcohol level in the blood or in breath that is above that which is legally permitted.**

1.2. Claims for damages

The Insurer hereby guarantees the claim for damages caused by a third party to the insured vehicle, the driver and the occupants of the aforementioned vehicle, as well as the personal belongings transported therein. This guarantee covers the following services:

- The execution of whatsoever procedures and extrajudicial actions are necessary to obtain the reparation of the abovementioned damages, whereby the Insurer shall be the sole responsible for claims through amicable means.
- The personal defence by a lawyer and, when obligatory, a solicitor in the legal proceedings that are necessary to claim for damages, and the payment of their fees.
- The corresponding legal fees and the execution of a power of attorney, when appropriate.
- The fees and expenses of experts designated or authorised by the Insurer.
- The advance payment of the indemnification to the Insured Party for damages caused to the insured vehicle when the company representing the other party has provided a written payment approval, or when the it has been ordered, by virtue of a firm sentence, to pay this amount.

- The claim for damages caused to the Policyholder, the owner of the vehicle and the driver indicated in the policy, whenever they are involved, as a pedestrian, in a traffic accident.
- The payment of an indemnification for material damages to the insured vehicle, if the firm sentence establishing this indemnification can not be executed because the sentenced third party, and those who are civilly liable, are declared insolvent.
- This guarantee also includes the costs related to the claim for damages produced in the insured vehicle as a result of facts that are not related to traffic accidents, whenever a third party is known to be liable for it.

This guarantee shall not include:

- **The costs related to unviable or rash claims, providing the Insurer has duly notified the Insured Party of said circumstance.** However, the Insurer shall bear such costs if the Insured Party, on his account, obtains a firm resolution which is favourable to his interests.
- **Claims by the occupants of the insured vehicle against the Policyholder, the Insured Party or the driver, or against the Insurer as a liable party for damages caused by them.**
- **Claims for fraudulent acts or claims related to contract liability.**

1.3. Defence in traffic penalties

This guarantee covers the following services:

- Legal advice regarding reports and penalties or fines resulting from traffic offences against the Law governing Traffic, Motor Vehicles and Road safety and other provisions for its development which, for actions occurred within the national territory, are attributed to the Insured Party or to the authorised driver of the vehicle that is indicated in the Specific Conditions.
- This service shall apply to the owner of the insured vehicle when, by virtue of his condition, he is liable for it, pursuant to the abovementioned regulations.
- The preparation of the allegations in defence and administrative remedies or appeals against the aforementioned fines or penalties, and the appeals against legal proceedings for collection, ordered as an execution thereof.

This guarantee shall not include:

- **The payment of the definitive fine, which shall be, under any circumstances, met by the fined party.**
- **Defence against accusations resulting from parking offences, and breach of the legislation on goods and passenger road transport.**

- **Contentious-administrative appeals or any other before the judicial bodies of the ordinary jurisdiction.**
- **Defence for accusations arising from occurrences before the coming into force of the policy.**
- **All costs related to the submittal of defence documents before the corresponding administrative bodies.**

1.4. Operation of the service

The Insured Party must notify this event to the Insurer within the maximum term of 5 days after the date of the offence or notification of any document sent by the Administration, and shall send a fax to the Insurer with the required documentation.

After receiving the required documentation, the Insurer shall provide advice to the Insured Party on the steps to follow and, once the defence documents have been duly prepared, they must be sent by post or fax, together with the necessary instructions, so that they are signed and submitted by the Insured Party before the competent Administration.

2. Geographical area

The guarantees regarding criminal defence (section 1.1 of this Article) and claim for damages (section 1.2 of this Article) shall be in force in the following territories:

- Spain and Andorra.
- The countries in the European Economic Space.
- The rest of countries in the Green Card system indicated on the International Insurance Certificate.

The cover of defence in traffic offences (section 1.3 of this Article) shall be applicable in Spain.

3. Rights and obligations of the Insured Party

3.1. The Insured Party shall have the right to freely elect the lawyer and solicitor that are to represent and defend him in any kind of proceedings that are object of this coverage. Said professionals shall not be subject, under any circumstances, to the instructions of the Insurer.

3.2. The Insured Party shall be entitled to submit to arbitration all or any differences with the Insurer, but arbitrators can not be appointed before a dispute arise.

3.3. In the case of conflict of interests or disagreement with the way in which a lawsuit is to be dealt with, the Insurer must immediately inform the Insured Party of the possibility of exercising his rights in accordance with the previous two sections.

3.4. In any case, if the Insured Party decides to appoint the aforementioned professionals, he must inform the Insurer reliably and promptly thereof. Furthermore, he shall be obliged to inform the Insurer, as soon as possible, on the evolution of the judicial proceeding of the accident.

3.5. The Insured Party expressly authorises the Insurer and his legal representatives to receive the indemnifications which, by virtue of this cover, are obtained, without detriment to the ulterior payment to the Insured Party, against payment to the Insurer of the amounts paid by virtue of other guarantees covered by this policy.

3.6. The Insured Party may settle matters in a court proceeding, but if this leads to obligations or payments by the Insurer, both parties must act always by mutual agreement.

3.7. The Insurer shall be subrogated to the rights and actions corresponding to the Insured Party or the beneficiaries of the policy, towards responsible third parties, for the costs and payments of whatsoever kind that he has made, and even for the cost of the services rendered.

4. Payment of professional fees

The Insurer shall pay the Insured Party for the fees of the freely elected lawyer, pursuant to the norms of the corresponding professional Association which, in any case, shall be considered as the maximum limit of the Insurer's obligation. Judicial actions in which this lawyer has intervened must be previously justified and concluded.

The freely elected solicitor's fee, when his intervention is compulsory, shall be paid in accordance with the schedule of fees of solicitors.

When the designated lawyer chosen by the Insured Party for his defence is one of those proposed by the Insurer, his professional fees shall be paid to him directly by the latter. If, as chosen by the Insured Party, more than one lawyer were to intervene in the proceedings, the Insurer shall pay, as a maximum, the fees equivalent to the intervention of only one of them, and this shall always be subject to the aforementioned norms governing professional fees.

In any case, the maximum amount that will be guaranteed per accident shall be the amount set forth in the Specific Conditions of the policy.

5. Exclusions of the legal protection cover

This cover does not include:

- **Civil Liability defence expenses of the driver, the owner or the Insured Party.**
- **The payment of fines and the indemnification for whatsoever expense arising from fines given to the Insured Party by the judicial or administrative authorities.**

- **Neither entitlement costs of the lawyer and the solicitor, nor their travel, accommodation and food expenses.**
- **The costs of the judicial proceeding, when it has been won and costs must be borne by the other party, unless the person who is condemned to pay is declared insolvent.**
- **The costs of the intervention of professionals that have not been notified to the Insurer as set forth in the insurance contract.**

INSTRUCTIONS FOR THE USE OF THE CLAIMS GUARANTEE ABROAD

In the case of traffic accident abroad, affecting the claims for damages guarantee, the Insured Party must call the contact telephone indicated in the Specific Conditions of the policy, where specific instructions for the efficient processing of the accident will be provided.

Your collaboration is very important. Please follow our instructions:

- Write down the **registration numbers** of the vehicles involved in the accident, together with the addresses of the drivers and the Civil Liability Companies. Make a **diagram** and, if possible, take photographs of the vehicles at the place of the accident.
- Always notify the **Traffic police** if the accident has involved injury to a person or if the participants do not agree about the way in which the accident has happened.
- In penal matters or **administrative** offences, contact the telephone service immediately so that the appropriate measures may be taken within the applicable term.
- **Before** carrying out any repairs on your own account, get an **appraisal** and take photographs of the damages to the vehicle.
- If, as a result of the accident, there have been damages to the goods **transported** in the vehicle, indicate the details to the police so that it appears on their report.
- request medical assistance **in the place of the accident** even though the injuries appear to be of little importance and request a detailed medical certificate.

Demand the original bills and receipts of all the payments you make related directly or indirectly to the accident and **attach them** to the accident report form.

INFORMATION FOR THE POLICYHOLDER

"By virtue of the authorisation given by Law 30/1995, of 8th November, for the Legislation and Supervision of Private Insurance, the Spanish Association of Insurance and Reinsurance Entities (UNESPA) has created a file of past automobile insurances for the tariffing and selection of risks, made up of the information provided by Insurance Entities.

We inform you that the details of your automobile insurance contract and the accidents bound thereto, over the last five years, where applicable, shall be transferred to said common file.

If you wish to exercise your right to access, rectification, cancellation and opposition, please write to TIREA, C/ García de Paredes, nº 55, 28010 Madrid, providing identification by means of national identity card, passport or residence card."

CUSTOMER CARE SERVICE

Any claim or query presented by the Policyholder, the Insured Party, Beneficiary, Affected Party or Entitled Parties of any of them regarding preliminary decisions of the Insurance Entity shall be sent in writing to the Insured Party Attention Service of CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., -CASER-, C/ Avenida de Burgos nº 109 - 28050 Madrid. Fax 91 595 54 96, or else: atencionasegurado@caser.es.

The Insured Parties or authorised persons demonstrating that they have made their claim in writing to the Insured Party Attention Service and disagree with the resolution, or where, two months after it has been presented, said claim has not been resolved or its admission has been denied or petition filed, may submit it to the Commission for the Defence of the Insured Party and Pension Fund Participant, located in Paseo de la Castellana, num. 44, 28046 Madrid.

They may also resort to the competent courts and tribunals.

“In accordance with the provisions set forth in Article 3 of Law 50/80 of 8th October, governing insurance contracts (BOE (Official State Gazette) 17/10/80), the clauses which limit the rights of the Insured Parties and contained in the General Terms and Conditions of this policy are highlighted in bold letters.”

This contract is governed by: The Law governing Motor Vehicle Insurance and Civil Liability, as written by the D.A. 8 of Law 30/1995, of 8th November, for the Legislation and Supervision of Private Insurance; the consolidated text of the Law for the Use and Circulation of Motor Vehicles, approved by Royal Decree 632/1968, of 21st March; Royal Decree 7/2001, of 12th January, which approves the Regulations governing Motor Vehicle Insurance and Civil Liability; Law 50/1980, of 8th October, governing the Insurance Contract; Royal Executive Decree 6/2004, of 29th October, which enforces the Consolidated Text of the Law governing the Legislation and Supervision of Private Insurance, and by Royal Decree 2486/1998, of 20th November, which approves the Regulations for the Legislation and Supervision of Private Insurance.

ANNEX 1. GENERAL ADVICE IN THE CASE OF AN ACCIDENT

- Note down the personal details of the driver and owner of the other vehicle or vehicles, whether or not they have had a direct collision with you.
- Note down the material damages caused to your vehicle and to those of the other vehicle, even though you are not responsible. Furthermore, note down possible personal damages.
- Try to reconstruct the events with a diagram.
- Note down the forces of public order that have intervened.
- Keep calm and make sure both drivers sign the amicable declaration of accident form, showing truthfully declaring what has happened. All this will make it possible for the accident to be resolved in only a few days.
- Notify CASER as soon as possible of the existence of the accident as well as all the details you have concerning said accident.
