

**MUTUALIDAD DE LEVANTE**

**VEHICLE INSURANCE**

**GENERAL CONDITIONS  
SUSC-AUTOS C003 0909**



**Mutualidad  
de Levante**

**MUTUALIDAD DE LEVANTE**, Insurance Company with Fixed Premium  
Registered Office: Roger de Llúria num 8  
03801 ALCOY (Alicante) SPAIN  
[www.mutualevante.com](http://www.mutualevante.com)

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## **PRELIMINARY CHAPTER**

### **I. Spanish State and control authority.**

Mutualidad de Levante, Insurance Company with Fixed Premium, has its registered office at Roger de Llúria Street num 8, 03801 Alcoy, Alicante (Spain). The Spanish State controls the activity of the entity through the Directorate-General for Insurance and Pension Funds of the Treasury Department and Inland Revenue.

### **II. Legislation applied**

The Spanish Law is applied as follows:

- Law 50/1980 of the Insurance Contract, on the 8th of October (published at B.O.E. (Official Spanish State Gazette 17-10-1980)
- The Royal Order in Council 6/2009, on the 29<sup>th</sup> of October, which approved the Rewritten Text of the Law of ordination and supervision of private insurances and its development regulations.
- Civil Liability Law and Law of Circulation of Motor Vehicle Insurance and its development regulations.
- Other Spanish rules concerning private insurance which update them, modify them or complement each other.

### **III. Making a claim**

The Policy holder, the Insured, the Beneficiary, damaged Third Parties or the eligible person of any of them are able to present their claims and/or complaints against the Insurer's actions whenever they think they are incorrect or go against their rights and legal interests according to the insurance contract, as follows:

- sending a letter in writing to Customer Services of Mutualidad de Levante at Roger de Llúria Street, num 8, 03801 Alcoy, Alicante (Spain); sending an e-mail to [servicioalcliente@mutualevante.com](mailto:servicioalcliente@mutualevante.com) and in compliance with the proceedings established in the Order ECO 734/2004 dated on the 11<sup>th</sup> of March, about customer services and ombudsman of financial entities which text will be handled, following the interested person, in the registered address of the entity or any of the intermediate offices, as well as in the website [www.mutualevante.com](http://www.mutualevante.com)
- in case of disagreement of the solution given by the way mentioned above of claiming, if the claim has not been accepted or after two months of having presented the claim with no answer; the claimer is entitled to present his/her claim before the Commissioner of Defence of the Policy holder and the Participant in Pension Plans sending a letter to Paseo de la Castellana num 44, 28048 Madrid.
- In any case, before competent Court. The competent Court will be the one where the insured person lives.

### **IV. Personal Data Protection Act (Organic Act 15/1999)**

The personal details of each client given to us now and in the future are registered in a file kept in our registered office Mutualidad de Levante, Roger de Llúria Street num 8, 03801 Alcoy (Alicante) so that we can give them the best customer services and keep them updated of any novelty, offer and products which may be of interest to them.

The Policy holder gives his/her express consent to Mutualidad de Levante to use their personal details as well as to give them to Third companies (such as agents, co-insurance and re-insurance) in Spain or abroad if they are involved in the management of the Policy with the exclusive purpose of the correct management of the insurance complying with the current regulation of Personal Data Protection.

Besides, the policy holder is entitled to access, modify or cancel his/her personal data sending a letter in writing to Customer Services Department of Mutulaidad de Levante located at the above mentioned address or via e-mail:

[atencioncliente@mutualevante.com](mailto:atencioncliente@mutualevante.com)

**V. Historic File of motor vehicle insurances.**

Acting under the authority of Law 30/1995, Spanish Union of Insurance and Reinsurance Companies (UNESPA) has created the historic file of vehicle insurances for checking the price list and a risk section; created from the information given by the Insurance Companies. We inform you that all details about your vehicle insurance contract and any accidents that have occurred in the last 5 years are granted to this common File. If you wish to access them, modify them, cancel them or show your opposition, you can contact TIREA (Call Centre) located in road Las Rozas, El Escorial km 0.3, 28231 Las Rozas, Madrid (Spain). You will have to identify yourself with your password number or your NIE

## Chapter I – THE CONTRACT

### Article 1 – DEFINITIONS

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Under this contract it is understood as:

- **Insurer:** MUTUALIDAD DE LEVANTE, Insurance Company with Fixed Premium is the issuing entity of this Policy which is signed together with the Policy holder. The Insurer assumes, through receiving the Premium from the Policy holder, the risks included in this contract according to the Policy Conditions.
- **Policy holder:** natural person or body corporate who, together with the Insurer, signs this contract. He/She/It needs to follow the obligations of this contract except those belonging to the Insured.
- **Insured:** natural person or body corporate, holder of the interest subject to this contract, who assumes the obligations of this Contract in case of the Policy holder absence.
- **Beneficiary:** natural person or body corporate, named by the Policy holder or Insured, who is entitled of the compensation.
- **Driver:** any person being of age authorized by the Insured, owner or user of the vehicle, who is driving the vehicle at the time the accident occurs.
- **Main Driver:** the driver declared in the Particular Conditions as the person who usually drives the insured vehicle. Their circumstances are relevant at the time to calculate the Premium
- **Occasional Driver:** the driver or drivers declared in the Particular Conditions of the Policy to be people who drive the vehicle but not as usual as the main driver. Their circumstances are also relevant to calculate the Premium
- **Owner:** natural person or body corporate whose name is showed at the correspondent official Registry.
- **Main address:** it will be considered as main address that one the Policy holder has declared in the contract and it is stated in the Particular Conditions.
- **Insured vehicle:** it is the mobile vehicle declared in the Particular Conditions.
- **Standard Equipment/ Optional equipment:** standard equipment is the features the model or the version of the vehicle includes to improve it or make it look better without extra cost. The optional equipment is the features of the vehicle the buyer orders to improve or make it look better as an extra; or the manufacturer includes them as a present or a promotional offer when they come out of the company or they are fitted later on and they are part of the official catalogue. Non fixed features are not considered as equipment.
- **Accessories:** those features made to improve the look of the vehicle. They are fixed to the vehicle, but they are not considered to be standard either optional equipment according to the above description.
- **Policy:** the document which contains the conditions of the contract. It is composed of General Conditions, Particular Conditions, which identify the risk, and the modifications made during its validity.
- **Premium:** the price of the insurance. The receipt will also include the exchanges, fees and legal taxes.

- **Amount insured or limit covered:** it is the maximum amount the Insurer will pay for all concepts in case of accident of each of the covers contracted.
- **First Risk:** way of insurance where the Insurer compensates for the damages caused by an accident covered by the Policy with a limit of the amount insured, regardless the value of the insured goods.
- **Excess:** the amount or percentage agreed in the Particular Conditions which, in case of accident, will be deducted from the correspondent compensation.
- **Value of New:** it is the sale price of the insured vehicle bought in Spain as new. Legal taxes are included if they cannot be deducted in the IR by the owner. If the vehicle is not for sale at the time of the accident, the price of a similar vehicle will be applied.
- **Market Value:** it is the price you will pay for a vehicle with similar features, use, condition and age, just before the accident occurs.
- **Age of the vehicle:** it is the time passed from the first registration after leaving the factory of any country.
- **Total Loss:** The Insurer will consider the vehicle as total loss when the amount quoted by the insurance appraiser after evaluating the damages is higher than the value of the market.
- **Incident:** an event whose consequences are covered by the Policy. Corporal and material damages coming from the same event are considered one single incident.
- **Accident:** any sudden, unexpected, non deliberate event, causing corporal and material damages.
- **Corporal damage:** corporal injury or death caused to people.
- **Material damage:** loss, destruction or deterioration of things or animals.
- **Third Party:** the individual person or body corporate that will get compensation according to civil liability.

## Article 2. CONTRACT BASIS

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### 2.1 Initial statements to issue the contract.

The Policy holder, according to the interrogation or application form for the insurance, is required to declare to the Insurer all the circumstances which can be relevant to get the value of the risk. He/she will be exonerated if the Insurer does not subject him/her to an interrogation or if the circumstances are important for the valuation but they are not included in the interrogation.

The Insurer issues the Policy according to the declarations made by the Policy holder in this questionnaire or application form. They are relevant to get the acceptance of the risk and the value of the Premium.

If the content of the Policy is different from the insurance proposition or from the clauses agreed, the Policy holder will be able to require from the Insurer to change these clauses in a period of one month from the time of handing the Policy. After one month without placing the claim the Policy clauses will be applied.

The Policy and any rectifications will have to be done in writing.

### 2.2 False or inaccurate Statements.

**The Insurer will be able to cancel the contract under notification addressed to the Policy holder in a period of one month counting from the knowledge of the inaccuracy of the Policy holder statements. From the time the Insurer makes this notification, it will keep the premiums of that current period unless fraudulent conduct or grave fault is showed.**

**If the incident occurs before the Insurer has issued the notification, the compensation will be deducted according to the percentage between the value in the Policy and the real value of the entity of the risk. If fraudulent conduct or grave fault was incurred by the Policy holder the Insurer will be free of payment of compensation. If, according to Law, the Insurer is obliged to give compensation to a Third Party, it will be able to deduct outstanding payments according to Law.**

### **Article3. CONTRACT PURPOSE AND DURATION**

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#### **3.1. When does the insurance start?**

The contract becomes legal when both parties agree by signing the subscription of the Policy or a provisional document of coverage. Until the Policy holder does not pay the premium, the contractual covers are not in force regardless the date stated in the Particular Conditions.

#### **3.2 Duration of the insurance.**

The day and the time of the beginning and the expiry date of the contract are established in the Particular Conditions. When the expiry date comes and the Policy holder has paid all premiums, the contract is extendable for consecutive periods with the duration stated in the Particular Conditions, but no more than a year.

The contractual parties can disagreed with the extendible of the contract under notification in writing to the other party made within the period of time established by current legislation.

#### **3.3 Insurance Termination**

In case that the purpose of the insurance finishes before the Policy expires, any contractual covers are terminated and the Insurer is entitled to keep the premium of that period. The termination of the contract as a consequence of this it does not modify the rights and obligations of both parties regarding the declared incidents.

#### **3.4 Breaching the contract by agreement of both parties**

The Parties, by common agreement, can breach the contract during the time it is in force. In this case the Insurer will pay back to the Insured the part of the correspondent premium which has not been used.

## **Article 4 PAYMENT OF THE PREMIUM**

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### **4.1 Obligation of payment and consequences of non payment.**

The Policy Holder is obliged to pay the first or the only premium at the time of formalizing the contract. The successive premiums will be paid at the correspondent expired date.

The non payment of the first or only premium gives the right to the Insurer to cancel the contract or to request the payment through executive proceedings. If the premium has not been paid before the incident happens the Insurer will be free of this obligation.

The successive premiums or fractions will be paid at the correspondent expired dates. In the case of non payment of one premium or any of its fractions the coverage of the Insurer will be cancelled for ONE MONTH after the expiry date and the Insurer can cancel the contract through a letter in writing to the Policy holder. If a receipt is returned, the Insurer can cancel the contract before the end of ONE MONTH.

If the contract has not been cancelled according to what was planned, the coverage will be effective twenty four hours after the Policy holder pays the premium. Regardless, if the Insurer does not claim the outstanding payments of the premium within SIX MONTHS after its expiry date, the contract will be terminated.

### **4.2 Direct debit payment.**

If direct debit payment is agreed to pay the premium, the Policy holder will provide the Insurer a letter addressed to the Bank giving instructions to take the direct debit.

The first premium has to be paid at the time the Policy is effective and the successive premiums will be taken from the Policy Holders specified bank account on or after a certain date of the month if there are enough funds.

### **4.3 Instalment Payment Plan**

Instalment Payment Plan to pay the annual premium can be effective following the clauses established in the Particular Conditions.

In case of incident, the Insurer can deduct from the compensation the amount of the fractions of the expired and outstanding premiums from the Policy holder. If the total loss of the insured vehicle occurs, the amount of the outstanding fractions will be also deducted.

### **4.4 Payment receipt**

The payment will be justified through a receipt issued by the Insurer or by the Bank. The payment of the premium can be made to an Agent of the Insurer.

## **Article 5 MODIFICATION OF THE RISK**

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### **5.1. Circumstances which modify the risk**

The change of any circumstances of the Policy holder or the Insured must be declared to the Insurer, at the time the change occurs, as this can modify the insured risk. Among others, the most common circumstances are: the current address, the subjective condition of the main driver and change of drivers, the modification of the insured vehicle features or the use of it. The Policy holder or the Insured, meanwhile the contract is in force, is obliged to communicate the Insurer of any changes to the first declared circumstances.

### **5.2 Extension of the risk.**

In case of the changes of the circumstances resulting in a higher risk, the Insurer can suggest the Policy holder the modification of the contract in a period of two months. The Insurer can also cancel the contract within a month communicating this decision to the Policy holder in writing.

If the Policy holder or the Insured have not declared their new circumstances and an incident occurs, the Insurer does not need to pay compensation in the case that the Policy holder or the Insured have acted in bad faith. Otherwise, the compensation paid by the Insurer will be deducted in a percentage way between the actual premium and the one applied if the new risk was known.

### **5.3 Dropping the risk**

When the change of the circumstances drops the risk, the Policy holder is entitled of a reduction of the premium which will be applied at the contract renewal.

## **Article 6 TRANSFERRING THE INSURED VEHICLE**

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The Insured is obliged to communicate in writing to the buyer of the vehicle any information about the insurance contract. Once the transfer is done, the Insured will have to communicate this in writing to the Insurer or to any agent in FIFTEEN DAYS.

The Insurer can cancel the contract within the FIFTEEN DAYS after acknowledging the transfer. After the Insurer exercises its rights and notifies the buyer in writing, it is obliged for a month. The Insurer will have to return the correspondent premium of those periods of time where the risk has not been borne as the contract is cancelled. The buyer of the insured vehicle can also cancel the contract if he/she communicates so in writing to the Insurer within FIFTEEN DAYS after the knowledge of the contract. In this case the Insurer will keep the premium of the current period of time. The owner will be responsible of paying the expired premium. In case of death such responsibility passes to their heirs.

## **Article 7 COMMUNICATIONS**

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The communications to the Insurer or any intermediate agent on behalf of the Policy holder, the Insured or the Beneficiary will be addressed to the Insurer registered address which is stated in the Policy.

The communication made by a broker on behalf of the Policy holder will have the same force unless the contrary is indicated.

Any communication from the Insurer to the Policy holder, the Insured or the Beneficiary will be made in writing to the address stated in the Policy. The refused letters, registered letters not being collected at the post office or those letters that cannot be posted as the person has changed address without notifying the Insurer, will be considered to be received.

## **Article 8 ADDITIONAL CLAUSE**

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In compliance with the current legislation about the Ordination of Private Insurance and according to the articles of this mutual insurance company, our partners will have the following rights and obligations:

The right of receiving active extraordinary levies or returns which the General Assembly agrees to share as a consequence of a positive year once the mutual Funds has been covered.

The obligation of giving the passive extraordinary levies agreed by the General Assembly in case of a negative result and after having used the resources planned for this purpose in the clauses. The requested amount will not be more than what it has been paid during the current year.

If a member does not pay the passive extraordinary levies he/she can be discharged after sixty days. However, the insurance contract will be in force until the next expiry date, at which time it will be terminated, but the responsibility of the member will be replaced for the outstanding debts.

## **CHAPTER II. INCIDENTS. DUTIES OF THE PARTIES**

## **Article 9 Reporting an incident**

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When an incident occurs, the Policy holder, the Insured, Owner or Driver will have to:

### **a) Duty of rescue**

Reduce to the maximum the consequences of the Incident.

The expenses caused by complying with this duty will be paid by the Insurer unless they are higher than the goods rescued. This amount cannot be higher than the insured amount.

The Insured cannot give the goods damaged to the Insurer even though the Insurer circumstantially has them.

### **b) Duty of reporting information**

To communicate the incident to the Insurer within 6 days after it occurs and report the Insurer with any details of the incident circumstances, about the damage caused to the things and people as well as to give documents and proves.

Besides, to communicate the Insurer as soon as possible and within the working period of any legal notification related to the incident.

**In case of breaching with the above duties the Insurer can claim damages caused hereby or reduce the correspondent amount off the compensation. If breaching the above duties has been done to damage and mislead the Insurer, the Insurer does not need to pay any compensation.**

### **c) Extra duties:**

- **In case of damage caused by third parties** they will have to provide the Insurer with their personal details and their insurance company details.
- **If another vehicle gets involved in the accident** the “Amicable Accident Report” must be fulfilled.
- **Breakdown Assistance Coverage:** compensation will be claimed by phoning a specific number established by the Insurer
- **Theft cover services:** the claim has to be reported before the competent authority. The claim has to list the stolen and damaged things as well as their value. In the claim must state that the Insurer is Mutualidad de Levante, company insurance with Fixed Premium.
- **In case of receiving a third party’s claim,** communicate this claim to the Insurer without accepting any blame or compromise. You have to inform the third party of the name of your Insurer.

## **Article 10 COMPENSATION**

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### **10.1 Compensation Payment**

The Insurer is obliged to settle compensation once all investigations and the estimate of damages have been finished. Regardless, the Insurer will have to pay within FORTY DAYS after receiving the incident report, the minimum amount owed, according to circumstances.

If the Insurer has not repaired the damage or settled the compensation within THREE MONTHS of the date of the incident or has not paid the minimum amount owed within the FORTY DAYS without a justified reason, the compensation will increase according to the legal interest rate plus 50%; section 20 of the Insurance Contract Law 50/1980 will be applied.

Regarding the mandatory civil liability cover, , the Insurer will have to present a compensation offer if the liability is accurate and the damage is known according to legislation applied in a period of three months from the time the claim has been received. Interests will not be taken because of delay when the Insurer has presented the compensation offer according to legal requirement.

### **10.2 Legal action. Legal Defence**

The Insurer keeps the rights of executing or not the legal actions against the sentence of a Court proceeding or its result.

If the Insurer believes the legal action is unsuitable, it will communicate it to the Insured. If the Insurer thinks the appeal is inappropriate he/she will tell the Insured. The Insured is free of bringing the action on his/her own. The Insurer will have to pay the fees of the Solicitor and Attorney if the appeal is successful.

### **10.3 Recovery and indemnity**

If there are recoveries and indemnities after the incident, the Insured is obliged to communicate it to the Insurer within 48 hours after the incident occurs. The Insurer can reduce this amount from the compensation or claim it from the person who has received it.

### **10.4 Subrogation**

The Insurer, once the compensation has been paid, will be able to put into practice the rights and actions that, because of the incident, correspond to the Insured before the responsible people, till the limit of the compensation and without the right can be put in practice in detriment of the Insured.

**The Insured will be responsible for the prejudice that, with his/her acts or omissions can cause to the Insured in his/her right of subrogation.**

The Insurer whose acts or omissions gives liability to the Insured, not against the person who caused the accident who is the spouse of the Insured, direct or collateral relative within the third civil grade of consanguinity, adoptive father or adopted son living with the Insured. The rule will not be in force if the liability is means rea or if it is supported by an insurance contract. In this case, the subrogation is limited according to the terms of that contract.

### **10.5 Concurrence of insurances**

1. When the Insured has entered into different insurances with various insurance companies and the covers of some of them can cover the same risks in the same period, the Policy holder or the Insured should communicate this fact to each Insurer. If the communication is omitted acting means rea and an incident happens with over insurance, the different Insurance companies are not obliged to pay compensation.

Once the accident happens, the Policy holder or the Insured should communicate it to each Insurer indicating the name of the other insurers.

The Insurers will contribute to the payment of the compensation in proportion of their amount insured which cannot be higher than the damage caused. Within this limit the Insured can request to each Insurance the compensation owed according to their contracts. The Insurer who has paid a higher amount of what it was pointed proportionally can restate again the rest of the Insurers.

2. In case of concurrence of damages and/or decedents that affects the cover of mandatory civil liability the current legislation will applied.

### **10.6 Faculty of restate.**

The Insurer, once payment of the compensation is being done, will be able to restate:

- Against the driver, the owner of the vehicle and the Insured, if the damage caused is a consequence of means rea of any of them, or they were driving under the effects of toxic drugs, alcohol, narcotics or phicotropic substances.
- Against the Third Party responsible of damage.
- Against the Policy holder or Insured for the cases state in Law 50/1980 of the Insurance Contract and in compliance with what is stated in the contract in case where the vehicle is driven by someone without a driving licence.
- In any other case where restate can be applied according to Law.

## **CHAPTER III COMMON CONDITIONS OF COVERS**

### **Article 1 PURPOSE OF THE INSURANCE AND INSURED COVERS**

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#### **PURPOSE OF THE INSURANCE**

By the contract herein, the Insurer guarantees the covers of the insurance according to the Particular Conditions as stated in the contract.

The scope of the covers, the exclusions and the limits of the compensation or insured quantities are established in these General Conditions and in the Particular conditions of the Policy.

## SUMMARY OF INSURED COVER

### A. Cover of mandatory subscriptions.

1. Mandatory civil liability.

### B. Voluntary covers:

2. Voluntary civil liability
3. Legal Defence
4. Windscreen repair
5. Fire
6. Theft
7. Damage to vehicle
8. Personal accident of the driver
9. Defence in traffic administrative fines ( negotiating the fines; points on the driving licence)
10. Temporary disqualification
11. Travelling breakdown Assistance
12. Courtesy vehicle services.

### C. Extraordinary risks (Insurance Compensation Consortium)

The coverage of extraordinary risk, according to the current legislation, will reach the same people, goods and insured amounts than the voluntary covers.

- Damage to the vehicle: damage will be included if the following covers are shown in the Policy: windscreen breakdown, theft or damage to the vehicle.
- Damage to people: it will be applied when the Policy covers personal accident of the driver.

## Article 12 TERRITORIAL AREA

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### A. Civil liability cover of mandatory subscription

- In the EEC and the States joining the Multilateral Agreement of Guarantee.
- The coverage is also extended to the States that join Inter-Bureaux Agreement. The International Certificate of Insurance (Green Vehicle) has to be applied beforehand.

In Spain is guaranteed until the quantitative limits that the current regulation established in each moment as compulsory subscription. When the incident happens in a country that joins the Multilateral Agreement Spain. The limits of cover of that country will be applied. However, if the incident occurs in a State member of the EEC, the limits of cover from Spain will be applied, as long as these are higher than those established in the State when the incident happened.

### B. Voluntary covers:

- **Voluntary Civil Liability, legal Defence, windscreen breakdown, Fire, Theft, Damage to the vehicle and Driver's Personal Accidents:** all members from EEC and the States joining to the Multilateral Agreement of Guarantee, and in Andorra, till the limits fixed for each cover, **except those benefits for Legal Defence which are specifically effective in Spanish Land.**

- **The rest of voluntary covers:**
  - **Dealing with road traffic fines and temporary disqualification of driving licence:** they are only in force in Spain.
  - **Travelling breakdown assistance:** according to with what it is establish in the benefits of the cover.
  - **Courtesy vehicle:** they are only in force in Spain.
- C. **Extraordinary Risks:** under what is established in the current legislation

### **Article 13. COMMON EXCLUSIONS TO ALL VOLUNTARY COVERS**

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**Besides the specific exclusions of each cover, the following circumstances are not covered:**

- a) **Damages caused by dolo or bad faith of the Policy holder, Owner, Insured or Driver.**
- b) **The extraordinary risks, on people and goods, without prejudice, in its case, of its cover by the Insurance Compensation Consortium.**
- c) **The events that, because of being so important and grave, are considered to be “catastrophe or calamity” by the competent authority; events arose from armed conflicts even though official war has not been declared; events caused by commotion in meetings and strikes.**
- d) **Events caused by reaction or nuclear radiation or radioactive, chemical or biological pollution.**
- e) **Driving the insured vehicle with an alcoholic level higher than the limits established by current legislation. Driving whilst under the influence of drugs, toxics, psychotropic and/or narcotics.**
- f) **Vehicle was being driven by a person without driving licence under current legislation.**
- g) **When the Driver of the insured vehicle which has caused the accident has been found guilty of “failing to give assistance” This exclusion will not affect the owner of the vehicle when the driver works for him and without prejudice of the Insurer’ restate right against the Driver.**
- h) **When the insured vehicle is illegally stolen without prejudice of what is established in the Theft and Courtesy vehicle covers (if they have been contracted)**
- i) **When the Policy holder, the Insured or the Driver breaks the legal obligations of the safety and security of the vehicle, related to technical issues, number of people being transported, weight of the transported people and animals, as long as breaking the Law was the cause of the accident.**
- j) **When the insured vehicle is used for industrial or agricultural works; vehicles such as: agricultural tractors, combine harvester, dump truck, digger, cement mixer, cranes and similar vehicles.**
- k) **When in the statement of the accident the Insured makes false declarations or fails to perform his obligations in the case of the Incident.**
- l) **The participation of the insured vehicle in gambling, challenges, races competitions.**

- m) The circulation in exclusive use in areas such as ports, airports, and areas where any kind of aircraft lands and takes off.**
- n) When the insured vehicle transports flammable, toxic explosives and other materials considered to be dangerous even though there were the cause of the accident covered by the Policy.**
- o) Events covered by non contracting covers or events not included in the insurance covers.**

#### **Article 14. SYSTEM OF BONUS AND CHARGES (BONUS- MALUS)**

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The accident record is important to calculate the Premium of the mandatory civil liability cover, voluntary civil liability cover and Damages of the vehicle. Not to declare accidents can give you a bonus whereas to declare accidents can cause you charges according to the following system criteria:

- At the time of contracting the Policy herein the Insured will declare the accidents he/she had so that the level of bonus and charges will be applied.
- Every time the Policy expires a new level of the range bonus-malus will be estimated in accordance with the number of incidents happened during the checking period. Eligible losses will be those that affect the covers of mandatory civil liability, voluntary civil liability and Damages of the vehicle when the Insurer is obliged to pay compensation or any expense. However, if the Insurer is not obliged to pay they will not be considered as eligible losses
- The checking period is the 12 following months after signing the contract ending 2 months before the expiry date.
- If there is not any eligible loss during the checking period one LEVEL WILL GO DOWN. Whereas any eligible loss will take you ONE LEVEL UP. One minimum and maximum level is established.

Together with the above conditions, the global risk of the Policy will be valued even when there are eligible losses. In case of a beneficiary result to the Insurer, he will offer a favourable level to the Insured. However, it will never be a higher level.

### **CHAPTER IV – INSURANCE COVERS**

#### **Article 15 - SPECIFIC STANDARD CONDITIONS OF EACH COVER**

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The specific standard conditions of each insured cover are listed bellow. In the particular conditions we indicate the contracting cover in the Policy, including, in each case, the personalised compensation.

#### **1.MANDATORY CIVIL LIABILITY.**

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##### **WHAT IS IT COVERED?**

The Insurer guarantees, within the mandatory insurance area, damages to Third parties as a result of an incident where the driver or owner of the insured vehicle is involved in

compliance with Rewritten Text of the Law about Civil Liability and Insurance in the Circulation of Motor Vehicles, its Normative of development and other legal rules of development.

#### **WHAT IS NOT IT COVERED?**

- **Damages caused by injuries or death of the driver causing the accident.**
- **Damages cause by misconduct or negligence of the injured person or force majeure.**
- **Damages caused to the goods of the Policy holder, Insured, Owner, Driver as well as to the spouse or to the relatives up to the third grade of consanguinity to them.**
- **Damages cause by a third party when the vehicle has been stolen, In this regard, theft is understood to have the same meaning as in the penal code.**

#### **INSURER ASSISTANCE IN THIS COVER**

- To pay compensation by civil liability.
- To keep the deposits for the civil liabilities requested to the Insured.
- To provide legal assistance to deal with the claims presented by the alleged victim; payment of bills and invoices from solicitors and the attorney pointed by the Insurer. The Insured has to collaborate with the solicitors. However, when the claimer has the same insurance company than the Insured, he/she will have to communicate so to the Insurer with prejudice of doing those legal actions which are necessary for his /her defence as they are very urgent. The Insured can keep the same legal assistance or change it. In that case he will have to pay any expenses which may occur up to a maximum of 1000 Euros or if the amount is higher up to the limit indicated in the cover of legal defence in this Policy.
- To pay the judicial bonds required to the Insured as a consequence of covered civil liability.

These obligations will be extended, if necessary, to the contracting risks in the voluntary civil liability cover.

## **2. VOLUNTARY CIVIL LIABILITY**

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#### **WHAT IS IT COVERED?**

The Insurer guarantees, until the limit agreed in the Particular Conditions, to compensate Third Parties of the liability of the insured vehicle owner or the legal authorised driver, as a consequence of using and driving the insured vehicle, in the amount which exceed the limit of the mandatory civil liability what is stipulated in Section 1:9002 and normative of Civil code and 109 and normative of Penal Code.

**For the purposes of this cover: it would not be considered to be Third Parties:**

- **The Policy holder, the Insured, the Owner, and the driver of the insured vehicles, their spouse as well as their relatives up to the third grade of consanguinity or affinity to the formers.**
- **If the Insured is a corporate body their legal representatives as well as their spouses or relatives are not considered as Third Parties.**
- **Employees of the people who Civil Liability is covered by this guarantee, in the incidents considered to be accidents.**

## **ADDITIONAL OPTIONS OF CONTRACT**

In the voluntary civil liability cover can also be included the following civil liabilities as long as they have been specifically agreed in the Particular Conditions and until the specific indicated limits.

- a) **BASIC OPTION.** The following events are included:
- When the vehicle is stopped.
  - When, during circulation, baggage or other personal belonging fall out of the vehicle in the street as well as at the time of loading and unloading them.
  - The passenger actions as long as they are not illegal actions. This cover will be in force by a judicial sentence arising from an accident caused by a road incident.
  - The circumstantial and free tow of other vehicle using the insured vehicle when the former has had an accident or it has been broken, with exclusion of the damages caused to the insured vehicle.
  - The tow of the insured vehicle by Third Parties, the guarantee in this case takes effect with a subsidiary character.
  - The tow of a trailer and/or caravans with a maximum authorised weight less or equal to 750 kg, **as long as they have the same registration number as the vehicle and they are fixed to it at the time of the accident.**
- b) **PRIVATE OPTION:** The following events are included:
- The civil liability of the Policy holder or of the driver, if the Policy holder is a corporate body, as pedestrian in the public space when it is considered under this circumstance the responsible person of a road accident.
  - The civil liability of the Policy holder or of the driver if the Policy holder is a corporate body, as a cyclist as long as the use of the bicycle is not professional or in a competition.

**When there are several Policies which cover the same fact under the same Insurer, the compensation will reach to the highest limit of cover of only one Policy.**

- c) **LOADING GOODS:** the following events are included:
- The accidental fall of the goods carried in the insured vehicle with industrial or commercial purpose while driving, as well as the fall of the goods while loading or unloading.

## **WHAT IS IT NOT COVERED?**

- The common exclusions to the voluntary covers stated in article 13 of this General Conditions.
- The Contracting civil liability.
- The liability of personal or material damages suffered for those not considered Third Parties in this cover.
- The liability of damages cause to the goods of Third Parties which the Insured has, to any title or any situation.
- Expenses coming from the defence of the Insured or the Driver in penal cases before Court except what is stated in the guarantee of legal Defence.
- The payment of fines or sanctions sentenced by Court or competent Authorities and the consequences of not paying them.

### 3. LEGAL DEFECE

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The Insurance of legal Defence obliges the Insurer, within the limits established by Law and by the contract, to pay the expenses the Insured may incur as a consequence of his participation in administrative, legal or discretionary proceedings, as well as to give legal assistance.

Payment of fines and the compensation of any sanction imposed to the Insured by the administrative or judicial authorities are not included.

#### WHAT IS IT COVERED? (In the territorial area stated in article 12)

##### a) Penal Defence and constitution of deposits in penal proceedings.

The Insurer guarantees the defence of the Owner, Policy holder and Driver or Drivers of the vehicle until the limit stated in the Particular Conditions in penal proceedings against them as a consequence of a road action covered by the Policy. Besides, the Insurer will make the deposits requested by the judicial authorities to guarantee payment of the costs and release on bail on behalf of the Policy holder, the Insured, and the Driver or Drivers of the vehicle up to the limit stated in the Particular Conditions. The solicitor's fees and the rights of the Attorney when its participation is perceptive, including the cost of powers needed for the proceedings are covered up to the limit agreed in the Particular Conditions.

##### b) Claiming of damages

The Insured guarantees to claim to the responsible Third Party on behalf of the Owner, the Policy holder, the Driver or Drivers of the vehicle up to the limit agreed in the Particular Conditions, the compensation of direct damages caused by the Third Party as a consequence of a circulation action.

It is included:

- Procedures and arrangements via a friendly way.
- Legal assistance to claim via arbitral or judicial way.
- The solicitor's fees and the rights of the Attorney when its participation is perceptive, including the cost of powers needed for the proceedings are covered up to the limit agreed in the Particular Conditions

**c) Extension of previous covers a) and b)**

The previous points a) and b) are extended to the events arising out of the voluntary civil liability which has been included in the insurance.

**d) Claiming of material damages unconnected to circulation**

In the case of material damages caused to the insured vehicle as a consequence of events unconnected to circulation such as detachment of building materials or the fall of objects from buildings, the Insurer covers the expenses to issue a claim against the identified responsible Third Parties, to obtain the correspondent compensation for damages as long as it does not arise from breaching contract between the owner of the insured vehicle and the responsible third party who caused such damage.

Nevertheless, it is included under the claim of damages caused to the insured vehicle during its transport by third parties with contracting meaning.

**WHAT IS IT COVERED? (Only in Spain)**

**e) Claiming of material damages in other cases:**

- Claim for faulty repairs of the vehicle: when the insured vehicle is repaired in an authorised garage because of an accident or a breakdown and the cost is more than 300 Euros; if such repair is faulty according to the appraisal, the Insurer covers the friendly or legal claim for damages suffered by the Insured.
- Claim for breaching the contract of vehicle's guarantee. The Insured will cover the expenses to issue a friendly or legal claim for damages, which according to appraisal, are consequence of breaching the guarantee clause stated in the purchase sale contract undersigned in relation with the insured vehicle.
- Claim for damages in petrol station services and vehicle washes: the Insurer will cover the expenses of presenting a claim for damages cause to the insured vehicle and petrol station services and vehicle wash.

**f) Insolvency of a Third Party.**

The Insurer guarantees up to the limit of the quantity indicated in the sentence and with a maximum of 12000 Euros, the payment to the Insured of the material damage caused to the insured vehicle in a road accident while the insurance is in force, when, being a third party judged guilty, the sentence cannot be enforced as the liable person and the subsidiary person are insolvent.

**g) Compensation in advance**

In the incidents which affect to the payments of claims for damages of road accident, the Insurer will give the Insured in advance the amount to pay the bill for repairing the material damage caused to the insured vehicle up to a maximum of

12000 Euros as long as the Insurer of the person responsible of the accident, has given its true conformity of making the payment.

### **WHAT IS NOT COVERED?**

- **The common exclusions to all voluntary covers established in the article 13 of these General Conditions.**
- **The participation of professional people without reliable communication to the Insured, according to what is established in the contract herein.**
- **The expenses of authorisation and joining to the Solicitor or Attorney and their expenses of travelling, accommodation and allowances.**
- **The defence of civil liability (according to section 74 of the Insurance Contract Law).**
- **The change of professional person to that one freely chosen by the Insured, except for reasons unconnected to the Insured's wish.**
- **The claims by the passengers of the insured vehicle issued against the driver of the vehicle or against the Insured.**
- **Claims or appeals that have no chances to be successful and those that can be reckless, abusive or unviable. The Insurer will tell the Insured that he/she can carry on with the claims or appeals on his/her own risk. The Insurer will have to cover the professional fees up the limit established in the Particular Conditions if he obtains a better result arising from such claim or appeal.**

### **LIMIT OF THE COVER**

The Insurer, up to the limit established in the Particular Condition, will pay the fees of the Solicitor and Attorney pointed by the Insured rate with the limit of the agreements between Insurer and Solicitors or Attorneys or their respective Colleges and by default of the minimum established by the regulations of the correspondent Professional College and legal fees in force, being the difference to be paid, in its case, by the Insured.

### **OTHER CONDITIONS OF THE LEGAL DEFENCE COVER**

#### **1. Freedom of election**

The Insured is free to choose the Solicitor and Attorney to represent and defend him/her in any kind of proceeding, which they are legally qualified. The appointed Solicitor and Attorney are absolutely free to act without having to wait for the Insurer instructions or his/her legal services.

Besides, the Insured will have this right in those cases when a conflict between parties may occur.

The Insured will truly communicate in writing the name of the appointed Attorney and solicitor to the Insurer.

#### **2. Arbitration**

The Insured has the right to subject to arbitration any dispute arisen between the Insurer and himself/herself about the insurance contract. The appointment of the arbitrators cannot be done if the dispute has not arisen.

### **3. Duty of information**

The Insured has to immediately communicate to the Insurer of any claim, notice or notification received, indicating the way and the day of reception. The Insured will also strictly inform the Insurer, in order to justify the Solicitor and Attorney fees and expenses, about any action taken, requiring from the Solicitor to fulfil on his name the relevant documents to handle to the Insurer.

The Insured has to inform and provide the different proof to ground his/her rights.

### **4. When the claim has a good end.**

The Insured authorises the Insurer and his legal representatives to directly receive compensations which, under this cover, has obtained on his behalf by the resolution of the Court, without detriment of the subsequent settlement to the Insured.

If the case I won under taxation of costs to the other party he will have to claim them in the enforcement of sentence to the convict in costs. The Insurer will pay the arisen costs only if the insolvency of the convict in costs has been legally declared.

### **5. Method of management**

Under the third additional disposition of Law 30/1995, added by Law 21/December 1990, the Insured agrees with the method of management of legal defence stated in point 2 of the mentioned legal provision, that means, the management will be done by legally professional consultants to the Insured people, without detriment of doing another similar activity in another Field.

## **4. WINDSCREEN BREAKAGE**

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By this cover the Insurer guarantees the expenses of repairing or replacing windscreen, side windows, back windows and solar roof of the insured vehicle when they are completely or partially broken as a consequence of the following causes.

### **WHAT IS IT COVERED?**

- The breakages caused by an exterior cause, violent and sudden and out of the voluntary of the Insured or the Driver, being the vehicle in circulation, stopped or during its transport.
- Damage caused to the windows by atmospheric phenomena's are included: hail, wind, snow, rays and flood.

#### **WHAT IS IT NOT COVERED?**

- **The common exclusions to all voluntary covers established in the article 13 of these General Conditions.**
- **The superficial defects or scratches which are no total or partial breakage when they do not stop normal visibility and they are only an aesthetic problem.**
- **The suffered defects to headlights, pilot lights, flashings, mirrors or any other interior or exterior glass object.**
- **The breakage of the windows at the time to replace them or when the vehicle is being repaired.**
- **The payment of windscreens when they are not replaced or repaired.**

#### **COMPENSATION**

- a) Valuation of the damage will be done taking to account the cost of replacing the windows, including their accessories and the labour to install or replace them.
- b) Same kinds of materials will be used for the replacement.
- c) In the case of windows with the registration number or chassis serial number they will be replaced with them.
- d) Urgent repairs. When the repair is urgent, otherwise it is impossible to drive the vehicle, the Insured will be able to have an urgent repair as long as it does not cost more than 500 Euros. He/She has to handle the bill and photos of the damages to the Insurer together with the incident statement.

#### **5 FIRE OF THE VEHICLE**

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By this cover the Insured guarantees the partial or total material damages caused to the insured vehicle due to fire or explosion being the vehicle in circulation, stopped or transported at the following conditions:

## WHAT IS IT COVERED?

**-FIRE.** Direct damages caused by combustion and burning (interior or exterior cause)

**-EXPLOSION.** Direct damages caused by the sudden and violent action of pressure or under pressure of gas or steam.

The following consequences caused by fire or explosion are also covered:

- Damage caused by smoke or steam
- Damage caused by fire control including the firemen services and the rescue of vehicle.
- Damage caused to the vehicle by the measures taken to avoid or control the fire.
- Expenses to transport the vehicle to the next garage.
- Damage caused to baggage or personal belongings up to 500 Euros for each incident. **it is not include under this return: audio, video, phone, photo electronic appliances such as camera, video camera, mobiles, electronic diaries, gps or computers as they are not accessories of the vehicle. Neither jewels, money or any other professional or commercial belonging are included.**

## WHAT IS IT NOT COVERED?

- **The common exclusions to the voluntary covers stated in article 13 of this General Conditions.**
- **Mechanical breakdowns: frozen water in the cooling water circuit, lack of water or oil as well as the damage caused to the insured vehicle by driving it under these conditions.**
- **Damage which affect to the optional equipment or to accessories of vehicle which are not been specifically stated in the Particular Conditions.**

## COMPENSATION

The compensation of damages to the insured vehicle will be done under the following rules:

- a) **PARTIAL LOSSES:** the repairs and replacements to the parts and accessories of the vehicle will be valued in compliance with the cost of the material to be replaced and the labour of repairing or replacing them except those damages affecting to tyres which will be valued according to the market value.
- b) **TOTAL LOSS:** assessment under the Particular Conditions will be applied according to the vehicle's age.
- c) **REMAINS OF THE VEHICLE:** the amount of the vehicle's remains will be deducted from the compensation. The Insured will keep the ownership of the accidental vehicle.

## 6. ROBBERY OF VEHICLE

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By this cover the Insurer guarantees the partial or total material damages arising from the illegal extraction of the insured vehicle by a third party under the following

conditions as long as the owner present the correspondent claim before the competent authorities indicating the Insurer's name.

### WHAT IS IT COVERED?

- The robbery of the vehicle.
- The robbery of some parts of the vehicle.
- The robbery of optional equipment stated in the Particular Conditions.
- Damages caused to vehicle for the attempt of robbery.
- Damages caused to the insured vehicle during the time being in third parties possession as well as the damages caused for the commission of the crime.
  
- The following consequences can also be covered if they have been agreed in the Particular Conditions. The robbery of baggage or personal belongings up to 500 Euros by incident, for first risk. it is not include under this return: audio, video, phone, photo electronic appliances such as camera, video camera, mobiles, electronic diaries, gps or computers as they are not accessories of the vehicle. Neither jewels, money or any other professional or commercial belongings are included.

### WHAT IS IT NOT COVERED?

**-The common exclusions to the voluntary covers stated in article 13 of this General Conditions.**

**- The incident caused because of gross negligence of the Policy holder, the Owner, the Driver of the vehicle who have expressly favoured the robbery, neither when the theft has been committed by relatives living with the above mentioned people or they are their employees.**

**- The robbery of the keys when this is the unique object robbed from the vehicle. For this purpose magnetic and punched vehicles and remote controls are considered to be keys.**

**- Damages affecting to the optional equipment of the vehicle which have not been expressly stated in the Particular Conditions.**

**-Damages affecting to the accessories of the vehicle which have not been expressly included in Particular Conditions.**

**-The larceny of the vehicle or other insured goods.**

### COMPENSATION

The compensation of damage caused to the insured vehicle will be reimbursed under the following rules:

- a) **COMPLETE EXTRACTION OF THE VEHICLE:** assessment under the Particular Conditions is applied in accordance with the vehicle' age.
- b) **EXTRACTION OF THE ESTABLISHED OPTIONAL EQUIPMENT:** the same as point a) with a maximum limit of the declared value.
- c) **EXTRACTION OF THE DECLARED ACCESSORIES:** 100% market value with the limit of the stated value.

- d) **EXTRACTION OF FIXED PARTS OF VEHICLE:** 100% of the value of new parts.
- e) **EXTRACTION OF TYRES:** 100% market value.
- f) **DAMAGES CAUSED BY EXTRACTION OR ATTEMPT OF ROBBERY:** the repairs and replacements to the parts and accessories of the vehicle will be valued in compliance with the cost of the material to be replaced and the labour of repairing or replacing them except those damages affecting to tyres which will be valued according to the market value. If the cost of damages to the vehicle are higher than market value, assessment a) will be applied.
- g) When the repair is urgent, otherwise it is impossible to drive the vehicle, the Insured will be able to have an urgent repair as long as it does not cost more than 300 Euros. He/She has to handle the bill and photos of the damages to the Insurer together with the incident statement.

## **ACTION IN CASE OF ROBBERY AND RECOVERY OF THE VEHICLE.**

### **Action in case of robbery**

The Insured will have to denounce the robbery to the competent authorities reporting that the vehicle, parts and accessories are insured by MUTUALIDAD DE LEVANTE, insurance company of fixed premium. He/She will do his/her best to help to search the thieves and recover the goods robbed.

### **Recovery of the vehicle**

1. The Insured is obliged to communicate the recovery if the vehicle robbed is being found within the following FORTY DAYS after the date of theft.
2. If the recovery takes place after that period of time, the Insurer will become the owner of the vehicle and the Insured will have to transfer all documents to the Insurer or to an appointed third person. However, if the Insured would like to recover his/her vehicle he/she will have to give the received compensation back to the Insurer within FIFTEEN NEXT DAYS after the offer.

## **7.VEHICLE DAMAGES**

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By this cover the Insurer guarantee the partial or total material damages (being different from the ones cover in the windscreen cover, theft cover or fire cover) caused to the insured vehicle being in circulation, stopped or during its transport as a consequence of an accident under the following causes:

## WHAT IS IT COVERED?

- a) ORDINARY ATMOSPHERIC PHENOMENOM. Such as:
- Damages caused by a ray, wind, hail, snow or flood.
  - Damages caused by direct or simultaneous consequences of the above mentioned phenomena's or the rain, such as: collapse of a tree, posts, electric wires or other services; collapse of buildings, detachment of works or any other elements; landslide and rock detachment.
- b) IMPACTS, caused by:
- Collision of the vehicle against people, other vehicles, animals or things.
  - Overturn or fall of the vehicle in ditches, dikes irrigation channel, lakes or oceans.
  - Malicious acts of Third parties as long as the Insured has done his/her best to avoid this reaction and does not have any political- social nature.
  - Transport of vehicle by land, sea or air.
  - Collapse of land, roads and bridges.
  - Collapse of trees, posts, electrical wires or other services and other objects.
  - Garages flood.
  - Accidents caused because of the bad stage of the materials, defects of construction or poor maintenance. The cover of the Insured in these cases will be limited to the repair of damage caused by accident but not to the defected parts or poor maintenance.

### **The following consequences arising from damages caused by the guarantees causes are also covered:**

- The expenses to transport the vehicle to the next official garage or any closer garage.
- Damages caused to baggage or personal belongings to a maximum of 500 Euros by incident, to first risk. **It is not include under this return: audio, video, phone, photo electronic appliances such as camera, video camera, mobiles, electronic diaries, gps or computers as they are not accessories of the vehicle. Neither jewels, money or any other professional or commercial belongings are included.**

### **Special Conditions:**

- 1. By request of the Insured the cover can be limited to those damages caused to the insured vehicle only by ordinary atmospheric phenomena's.**
- 2. By request of the Insured the cover can be limited to incidents with total loss of the Insured vehicle by ordinary atmospheric phenomena's or by impacts.**

3. **Contracting an excess will be reduced from the compensation of each incidents of damages caused by impacts.** It will not be applicable to incidents by ordinary atmospheric phenomena, neither to incidents by impact with total loss for the insured vehicle.

#### WHAT IS IT NOT COVERED?

- **The common exclusions to the voluntary covers stated in article 13 of this General Conditions.**
- **Damages caused to the insured vehicle by the transport of object or by means of loading or unloading them.**
- **Damages affecting to the optional equipment or accessories of the vehicle which have not been expressly stated in the Particular Conditions.**
- **Damages affecting expressly to tyres (tire and inner tube) and the balance of the wheels, separately or together.**
- **Damages caused in the engine by the frozen water.**
- **Mechanical breakdowns including the lack of oil, water or other elements.**
- **The repair of the normal use or poor maintenance.**
- **The devaluation of the vehicle after having an accident and being repaired.**
- **The accidents included in the covers of windscreen, theft and fire.**

#### COMPENSATION

The compensation of damages caused to the insured vehicle will be reimbursed under the following rules:

- a) **PARTIAL LOSSES:** the repairs and replacements to the parts and accessories of the vehicle will be valued in compliance with the cost of the material to be replaced and the labour of repairing or replacing them except those damages affecting to tyres which will be valued according to the market value.

**Urgent repair.** When the repair is urgent, otherwise it is impossible to drive the vehicle, the Insured will be able to have an urgent repair as long as it does not cost more than 500 Euros. He/She has to handle the bill and photos of the damages to the Insurer together with the incident statement.

- b) **TOTAL LOSS:** assessment under the Particular Conditions will be applied according to the vehicle's age.

**REMAINS OF THE VEHICLE:** the amount of the vehicle's remains will be deducted from the compensation. The Insured will keep the ownership of the accidental vehicle.

#### 8. PERSONAL DRIVER ACCIDENTS

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The Insurer guarantees to pay the compensations agreed in the Particular Conditions for corporal damages suffered by the authorised and legally able driver, as a consequence of a road accident driving the insured vehicle (including the action of

getting in or off the vehicle and actions of delivery services) which cause his/her death, permanent disability or the cost of medical vehicle.

The compensations guaranteed in this cover are compatible with any other the Insured is entitled except the reimbursement of medical vehicle which is stated in this cover.

## **WHAT IS IT COVERED?**

The Insurer covers the following reimbursements:

### **1. Death**

In case of death the Insurer will reimburse the agreed capital under the Particular Conditions in the Policy to the Beneficiaries, within 5 days counting from the time they present the certificate of death, certificate where it is stated they are beneficiaries and the correspondent tax return.

If the Insurer has already reimbursed an amount as permanent disability before the death, this amount will be deducted from the compensation of death.

### **2. Permanent disability.**

If there is a permanent disability as a consequence of an accident within a year from the accident happened. The permanent disability can be:

**TOTAL:** loss of sense or non recovery madness, complete blindness, complete paralysis, loss or functional impotence of the arms, of both hands, of both legs, of feet or simultaneous impotence of upper and lower limbs as stated before. The insured amount will be compensated.

**PARTIAL:** the permanent disability which is not considered TOTAL according to the above point.

The definition of Permanent Disability, total and partial, will be subjected to the conditions established in this cover. They are not comparable or can be integrated in the Social Security rules.

### **3. Cost of medical assistance.**

The reimbursement of hospital, medical and pharmaceutical expenses which are necessary for the treatment needed by the Insured as a consequence of road accident covered by the Policy for a year.

The following costs are expressly guaranteed:

- a) Medical assistance, including complementary and surgical tests.
- b) Hospitalization
- c) Urgent move from the place of the accident to the clinic centre where first assistance is taken.

- d) Moves to medical or clinic centres during the recovery, including ambulance services on doctor's orders.
- e) Rehabilitation on doctor's orders.
- f) Medicine on doctor's orders
- g) The first purchase of prosthesis, glasses and orthopaedic objects, dental prosthesis up to 600 Euros.
- h) Renting wheel chairs, crutches and other analogical elements need on doctor's orders during the recovery for a year.

In any case, expenses incurred for an urgent assistance if needed will be covered under section 103 of the Insurance Contract Law.

### **EXTENSION OF COVER ( death or permanent disability)**

When the kind of vehicle is a vehicle, family vehicle, a four by four or motorbike, of particular use, and as long as the Policy holder, owner and main driver is the same

will be extended to accidents suffered as a passenger of public transport services, as a pedestrian or a cyclist in any kind of road accident, excluding the professional practise of cycling. **This extension will only applied to the maximum limit of one Policy in the case of having different Policies guaranting the same extension.**

If the insured vehicle is a motorbike, the compensation for death or permanent disability will be extended to another insurance with the same Insurer that the cover of personal accidents is not contracted, as long as it is another motorbike with the same or less power expressed in cv din and the accidental person is the Policy holder, owner and main driver stated in both Policies. **This extension can only be applied to the maximum limit of only one Policy when different policies guarantee the same extension.**

### **COMPLEMENTARY REIMBURSEMENT**

Vehicle interior cleaning expenses are covered; caused by moving injured people from the place of the accident till the medical centre up to 300 Euros.

### **WHAT IS IT NOT COVERED?**

- **The common exclusions to the voluntary covers stated in article 13 of this General Conditions.**
- **The accidents occurred because the Insured is under the effect of alcohol, drugs, toxic substances or narcotics.**
- **The accidents intentionally caused by the Policy holder, the Insured or Beneficiary.**
- **The accidents caused by a non legal age driver**

### **COMPENSATION**

## 1. Conditions and criteria.

- a) Beneficiaries. The legal heirs of the victims.
- b) Insured amounts and compensation period: the insured amounts will be established under the Particular Condition, except the following:
  - Partial permanent disability: compensation will be valued according to the table and rules established in this cover to determinate the grade of partial disability.
  - Medical assistance: the period of time covered is one year after the day of the accident, with the limit indicated in the Particular Conditions.
- c) Checks by the insurer's doctors: the Insured is obliged to have several checks to improve his/her recovery done by the Insurer's doctors. The Insured is obliged to handle any medical report to the Insurer. **Failing with what is stated in the above paragraph avoids the right of compensation in case of means rea or gross negligence.**
- d) Compensation reimbursement. In case of death the Beneficiaries have to present the following documents:
  - Literal Certificate of death inscription
  - Last Will and Testament of the Registry.
  - Documents to certify the condition of Beneficiary.
  - Payment receipt of the Heirs Tax duly fulfilled by the right tax office department.

Once the Insurer has received all documents he will have to pay or deposit the capital insured within 5 days.

In other cases, the Insurer will satisfy the compensation according to what is established in article 10 of these General Conditions.

## 2. Table of partial permanent disability

Grades of partial permanent disability	% Compensation
<b>Head and nervous system</b>	
- Loss of one eye or the vision of it if one was lost before	70
- Loss of one eye keeping the other one or having half visibility	30
- Operated bilateral traumatic catarat	24
- Operated unilateral traumatic cataract	12
- Total deafness	60
- Total deafness of one ear having lost the other one before	30
- Total ddeafness of one ear	15
- Total loss of smell and taste	5
- Oral language disruptions with the impotence of saying any coherent or perceptible words	70
- Removal the lower maxillar	30

### Spine

- Limitations of mobility as a consequence of spine fractures without neurological complications:  
3% of each affected vertebra, with a maximum of 20
- 

### Thorax, abdomen and genitor-urinary system

- Total loss of lamb function or reduction to the 50% of its capacity 20
  - Diaphragmatic breakage 10
  - Removal of a kidney (nephropathy) 10
  - Removal of spleen (splenoth) 5
- 

### Upper Limbs

- Amputation of an arm at the level of the scapule-humerus 70
  - Amputation of an arm between the insertion of deltoids and elbow  
Articulation 65
  - Amputation of a forearm behind the elbow articulation 60
  - Amputation of a hand at the level of the wrist or behind it 55
  - Amputation of four fingers of the hand 50
  - Amputation of the thumb 20
  - Total amputation of the forefinger or its phalanges 15
  - Total amputation of any other finger or their phalanges 5
  - Total loss of the shoulder movement 25
  - Total loss of the an elbow movement 20
  - Total paralysis of the radial nerve, or ulnar or medium 25
  - Total loss of the wrist movement 20
- 

### Pelvis and lower limbs

- Total loss of the hip movement 20
  - Fracture of the symphysis pubis dysfunction 15
  - Amputation of a lower limb up to the knee 60
  - Amputation of a lower limb keeping the knee 55
  - Amputation of a foot 50
  - Partial amputation of a foot keeping the heel 20
  - Amputation of a big toe 10
  - Amputation of any other finger of the foot 5
  - Leg shortening in 5 cm or more 10
  - Total paralysis of the external poplit sciatic 15
  - Total loss of the knee movement 20
  - Total loss of the ankle movement 15
-

### **3. Rules to determinate the disability grade.**

To determinate the disability grade the following rules are applied.:

- a) If the Insured has a body defect before having the accident the disability caused by this accident can be higher than it will be for a normal person from the point of view of anatomical integrity.
- b) The percentage of compensation of the upper limbs should be reduced to a 15% when it is not the dominant side (injuries to a left limb in a right-handed person or vice versa) except in case of amputation of one hand associated to a foot.
- c) Compensation are fixed regardless the job and the age of the Insured as well as any other fact unconnected to the standards.
- d) When there are different kinds of disabilities caused by the same accident the correspondent percentages of compensation will be accumulated till a maximum of a 100% of the insured amount.
- e) A complete function and permanent impotence of a limb and an organ is considered to be total loss of it.
- f) The sum of the percentages of compensation for different types of partial disability in the same limb or organ cannot be higher than the percentage established for its total loss.
- g) The limitations and anatomical losses of partial nature will be compensated in proportion to the loss or absolute functional impotence of a limb or affected organ.
- h) The types of disabilities which have not been expressly indicated in this Policy will be determined according to the national and international standards admitted and used by doctors.

The determination of the disability grade will be taken under section 104 of the Insurance Contract Law. If the Insured does not accept the grade of disability that the Insurer agrees, parties will be submitted to the decision of appraisal doctors, under section 38 and 39 of such Law.

## **9.DEFENCE IN ADMINISTRATIVE DRIVING OFFENCE (DEALING WITH FINES AND DRIVING LICENCE POINTS)**

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### **WHAT IS IT COVERED?**

- a) **Dealing with fines.**

The Insurer, through his/her Consulting and Sanctions Proceedings Service, will take care of the claims and ordinary remedies against sanctions arisen from offences of the Traffic Law Circulation of Motor Vehicles and Road Safety and other traffic dispositions, which are attributed to the Insured or the authorised driver of the vehicle as described in the Policy, and can bring economic sanction or deprivation of the driving licence. The Insured can apply for the guaranteed service calling the number 902 101 724 or sending a fax with the necessary documents to handle the remedy to 902 114 783.

**Nevertheless, to have rights for this service the client will have to handle the necessary documents to the Insured at least 5 days before the expiry date of the period of appealing in order that the Consulting and Proceeding Services have enough time to deposit the sanction.**

The Insured will not pay these sanctions in any case. The Insured will look after the settlement of the correspondent sanction if the Insured request it and does the necessary provision of funds.

The services of the Insurer will be limited to the administration with an express exclusion of any other via judicial.

**b) Economic assistance in case of renewal.**

When under the Traffic Law, Circulation of Motor Vehicles and Road Safety, the main driver stated in the Policy losses the totality of the legally appointed points and as a consequence of it the renewal of the driving licence takes place, the Insured, as expenses of locomotion, will pay up to 300 Euros. **Under the current cover the date of the infraction will be the date of losing the points.**

**It will be excluded any revocation which has not been a cause of the total loss of the allocated points. To establish the economic amount of this guarantee the following will taken into account:**

- 1) Maximum contracting amount (the unique amount of 300 Euros)**
- 2) The amount of points the Insured has at the time of revocation (8 points in the case of novel drivers and those who have recuperated the driving licence after a revocation; and 12 points for the rest)**
- 3) The amount of points the Insured had at the time of formalizing the Policy or the total of points causing the revocation by sanctions occurring after the date of contracting the Policy. (A maximum of 12 points in both cases) –**

**Calculation of the compensation**

No of points at formalizing the contract or  
No of points lost during the force of this  
Policy which cause the revocation of the  
driving licence (3)

Compensation of = 300 €X -----

Total amount of points (2)

**c) Expenses to enrol training courses**

After the revocation of the driving licence, Traffic Law Circulation of Motor Vehicles and Road Safety provides that in the case that a licence has been disqualified, will be able to obtain again the driving licence of the same type he/she use to own, after the disqualification period and after enrolling and making the most of a course of sensitivity and road traffic re-education and after passing all knowledge control tests. Under this current cover the date of the infraction is the day of losing the points.

In the case that the driving licence of the main driver stated in the Policy is revoked, the Insured will pay till 400 Euros as expenses of enrolling the course of sensitivity and taxes to be paid for the knowledge control test, indicated in the above paragraph as long as they present the correspondent receipt of payment.

**It will be excluded any revocation which has not been a cause of the total loss of the appointed. To establish the economic amount of this guarantee the following will be taking into account:**

- 4) Maximum contracting amount (the unique amount of 400 Euros)**
- 5) The amount of points the Insured has at the time of revocation (8 points in the case of novel drivers and those who have recuperated the driving licence after a revocation; and 12 points for the rest The amount of points the Insured had at the time of formalizing the Policy or the total of points causing the revocation by sanctions occurring after the date of contracting the Policy. (A maximum of 12 points in both cases)**

**Calculation of the compensation**

	No of points at formalizing the contract or No of points lost during the force of this Policy which cause the revocation of the driving licence (3)
Compensation of = 400 €X	----- Total amount of points (2)

**d) 24 hours phone legal assistance**

By this cover the Insurer provides the services of a solicitor who can inform the Insured by phone about the rights he/she has in road issues and circulation of Motor vehicles as well as the best way to defence. This legal information can be given through this number **902 360 397**

**e) Appeal against the incorrect variation of points**

In the case of the correspondent administration authority communicates the Insured about a definitive administrative sanction and the number of points received is

higher than what is due under the current Law or the amount of points is lower than what it should be according to his/her record, the Insurer will appeal under the correspondent administrative channel to change this variation of points.

#### **WHAT IS IT NOT COVERED?**

- **The common exclusions to the voluntary covers stated in article 13 of these General Conditions.**
- **The events occurred before the Policy was in force.**
- **The compensation, fines or sanctions the Insured is found guilty.**
- **Taxes or any other payments of fiscal nature, caused by presenting public or private documents to the Official Authorities.**

#### **CONCURRENCE OF INSURANCES**

In the case of the concurrence of two or more insurances in the payment established in the above points b) and c), the Policy herein will contribute in the correspondent proportion after a verified distribution has been done among them up to the highest limit covered within them, without being higher than the limits established in this Policy.

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### **10. TEMPORARY DISQUALIFICATION OF DRIVING LICENCE**

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#### **WHAT IS IT COVERED?**

The Insured will pay a monthly allowance, from the amount and limits stated under the General Conditions, in the case of the temporary disqualification of a driving licence, under a government decision or a judicial sentence, because of a road event caused by the Insured fault or negligence.

Under this cover the Insured will be:

- The person stated in the Particular Conditions as main driver.
- The Policy holder when he/she is not the driver

#### **WHAT IS IT NOT COVERED?**

- **The common exclusions to the voluntary covers stated in article 13 of these General Conditions.**
- **The revocation of the driving licence for any reason.**
- **The temporary disqualification of driving licence taking place before this Policy was in force**
- **The temporary disqualification of the driving licence by any authority but not judicial or governmental. The temporary disqualification of the driving licence without a firm resolution.**
- **The temporary disqualification of the driving licence as a result of a sentence pronounced by a judge for committing a crime against road security by driving under the effects of toxic drugs, narcotics, phsicotropic substances or alcohol and by dangerous driving.**

#### **PERIOD OF COVER**

The number of months receiving such compensation because of the disqualification of the driving licence will be the same as the period established by firm sentence or by governmental decision, as long as it is not higher than the limit of time stated in the Particular Conditions and it is not higher than twenty four months.

#### **COMPENSATION**

- To receive the contracting compensation the Insured or his/her legal representative will have to handle to the Insurer the authorised copy of the sentence or the governmental decision and certify with documents the effective disqualification of the driving licence.
- The calculation of the period of compensation starts on the date of disqualification the driving licence and finish the time this disqualification ends.
- The Insured will immediately communicate the Insurer of the temporary disqualification of the driving licence.

In the case of the death of the insured during the period of receiving this allowance, the Insurer will immediately pay his/her heirs or appointed Beneficiaries the whole amount outstanding.

#### **CONCURRENCE OF INSURANCES**

In the case of concurrence of two or more insurances in the payment established in the above points b) and c), the Policy herein will contribute in the correspondent proportion after a verified distribution has been done among them up to the highest limit covered within them, without being higher to the limits established in this Policy.

## 11. TRAVELLING ASSISTANCE BREAKDOWN

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The coverage of travelling assistance is granted through the entity indicated in the Particular Conditions. **Expenses caused by the assistance of another entity will not be reimbursed.**

**Under this cover it is understood as:**

### **Insured:**

The individual, living in Spain, owner of the Policy or the main driver (when the owner is a body corporate) and his/her spouse, as well as:

- His/her ancestors as long as they live in the same building.
- His/her descendents if they economically depend on him/her. The right of the Insured is not modified or damaged if they travel individually.

In case of accident any person travelling gratuitous in the vehicle insured will be considered to be the Insured.

### **Insured vehicle:**

An automobile vehicle of four wheels, insured by the Policy of Automobiles, with a weight or tonnage loaded is less than 3.5 tones **with the exclusion of those which are use to, even if it is occasionally, transport passengers and merchandises.**

It will also be considered an Insured vehicle the automobile of four wheels which purpose is the public transport of passengers. Under this disposition people travelling gratuitously in the vehicle will be considered as Insured people.

The tow of a trailer and/or caravans with a maximum authorised weight less or equal to 750 kg, as long as they have the same registration number as the vehicle and they are fixed to it at the time of the accident.

The motorcycles and motorbikes of any cubic capacity insured by the Policy of automobiles

### **Breakdown**

It will be considered a breakdown the following:

- The failure of parts or mechanical, hydraulic, electric and/or electronic components of the vehicle, which keep it stopped or not functional according to the manual of use of the vehicle.
- The immobilizations caused by punctures or blowouts of the tyres.
- The immobilizations caused by lack of fuel or the use of wrong fuel.

### **Accident**

Any incident that coming from a fortuitous, sudden and violent event, causes damages to the vehicles in a way their circulation is impossible.

### **Larceny or Theft**

It is understood as larceny when the vehicle is taken without the owner consent, and theft when the force is used to break in place where the vehicle is or there is violence or intimidation to people.

### **The Breakdown Assistance is classified in four sections:**

1. Vehicle assistance from “km 0”
2. Vehicle and people assistance with kilometric excess.
3. People assistance with or without vehicle (Spain and abroad) with kilometric excess.
4. People Assistance with or without vehicle (abroad)

The assistance is covered till the limits indicated in these General Conditions except otherwise agreed in the Particular Conditions.

## **1. VEHICLE ASSISTANCE FROM “KM 0”**

### **WHAT IS IT COVERED?**

The following assistances are in force in Spain, in the rest of Europe and the neighbouring countries of the Mediterranean Sea.

#### **a) Urgent repair (Km 0)**

If because of a breakdown accident, larceny or theft, or where the insured vehicle cannot drive by itself, the Insured will provide with the necessary technical assistance to try an urgent repair so that the vehicle can continue its trip.

This assistance will be no more than 30 minutes of labour in the place where the vehicle is immobilised.

The cost to replace the necessary parts of the vehicle is up to the Insured.

In case the vehicle needs more time to be repaired, the cover of towing the vehicle will be in force.

#### **b) Towing the vehicle in case of accident or breakdown (Km 0)**

If the vehicle cannot be repaired in the place of its immobilization, the Insured will tow the vehicle to the place the Insured wishes if it is in the ratio of the Insured address, according to the Particular Conditions. If the vehicle is immobilized away from this ratio, it will be towed to the next official garage without a limit of kilometres.

#### **c) Rescue (Km 0)**

In the event of rescuing the insured vehicle because of overturn or fall in a gap, as long as it has been driving in ordinary public roads, the Insured will assume the

expenses arising from such rescue. The maximum amount for the rescue is 1000 Euros, unless a higher amount has been agreed in the Particular Conditions.

## **2. VEHICLE AND PEOPLE ASSISTANCE WITH KILOMETRIC EXCESS**

### **WHAT IS IT COVERED?**

The following assistance is in force in Spain, 25km ratio away from the usual Insured address (12km in Canary Islands and Balearic Islands) in the rest of Europe and in the neighbouring countries of the Mediterranean Sea.

The service of taxi transport, included in section b) Services to the Insured, in case of immobilization of the vehicle caused by breakdown or accident, will be also applied inside the ratio of the kilometric excess when the vehicle is towed.

#### **a) Removal or reparation of vehicle by Breakdown or Accident in Spain and abroad** ( optional assistance through agreement in the Particular Conditions)

If because of a breakdown or accident, the repair of the vehicle takes more than eight hours of labour ( in the case of being abroad, an immobilization of more than five days), according to official time rates of the correspondent manufacturer, the Insured will organize and take care of the vehicle's removal from the garage where the vehicle is immobilized to the closer garage to the Insured address, as long as the cost of removal is not higher than the vehicle's value calculated according to the estate of the vehicle after having the accident. **This assistance is covered if it is expressly included in the Particular Conditions.**

The garage will have to confirm via fax that the repair takes eight hours of labour and it has to be proved later on with the correspondent invoice the Insured will send.

#### **b) Services to the Insured in case of immobilization of the vehicle by breakdown or accident.**

- **In Spain:** (The Insured can choose between hotel expenses or the continuation of the trip)

**Hotel Expenses:** if the vehicle cannot be repaired during the day and if the duration of repairs is more than 2 hours, the Insurer organises hotel accommodation for the Insured at a maximum of 60 Euros per night and Insured person with a stay maximum of 2 nights.

Continuation of the trip: (when hotel expenses have not being used): if the vehicle cannot be repaired during the day and the repair takes more than 2 hours, the Insured will have the following options:

- A. Transfer with taxi till his/her address in Spain within the same kilometric ratio appointed in the Particular Conditions for towing assistance (point 1.b) or till the destination of his/her trip as long as the expenses arising from the last case are not higher than coming back to his/her address. In case the vehicle is immobilized out of the indicated ratio, the Insurer will offer a way

of transport (train, bus or renting vehicle) to return to his/her address or till the destination of his/her trip.

If the accident occurs from 8 pm on Friday to 8 am on Monday the assistance of taxi will be applied when the vehicle cannot be repaired during the day.

B. The Insurer will provide the Insured with a renting vehicle with limit of kilometres and for a maximum of 24 hours. This assistance is hold to the availability of the renting vehicle companies and their contract conditions.

- **Abroad:**

**Hotel Expenses:** if the vehicle cannot be repaired during the day and if the duration of repairs is more than 2 hours, the Insurer organises hotel accommodation for the Insured at a maximum of 60 Euros per night and Insured person with a stay maximum of 2 nights.

**Continuation of the trip:** when the vehicle is immobilized for more than 5 days and the repair takes 8 hours or more (according to the manufacturer official rates) the Insurer offers to every passenger travelling in the vehicle a train ticket (first class) or flight ticket (tourist class) to get to their homes in Spain or till the destination of their trip as long as the expenses arising from the last case are not higher than coming back to his/her home address.

C. **Services to the Insured in case of theft of the vehicle.**

The stated conditions in the clause 2b will be applied if the vehicle is stolen) and not found during the next 48 hours after presenting the claim of theft before the competent authorities of the country where it happened.

D. **Return of the repaired vehicle in situ or recovery after theft.**

When the accidental or broken vehicle has been repaired in the same place or if the Insured has used the guarantee stated in the above point 2b, the Insurer will offer a train ticket (first class) or flight ticket (tourist class) to go and collect the vehicle or, under Insured decision, send a driver.

If the vehicle has been stolen and it has been found in good conditions the proceeding will be the same; if it has been found with breakdowns making impossible its circulation the clause 2a will be applied but the vehicle will be transported to the appointed garage next to the Insured address.

In both cases when the vehicle has been stolen, the transport can be done till 6 months later from the day the theft takes place.

E. **Sending a driver**

The Insurer sends a driver to collect the insured vehicle under the following cases:

- if the Insured driver was repatriated or moved under the conditions state in the ASSISTANCE TO PEOPLE (point 3 and 4)

- if the Insured is unable to drive as a consequence of illness or injuries (under doctor's prescription)
- If the Insured driver dies

Depending on any other passenger is able to drive the vehicle. In case of sending a driver, the Insurer does not pay fuel expenses or any other specific vehicle expenses.

#### **F. Sending spare parts**

In case of breakdown or accident, the Insurer will send as quickly as possible the necessary spare parts to repair the vehicle if they cannot be found in situ.

When the Insurer, to gain time, sends the spare parts to the closest airport of the place where the vehicle is, he will defray with the expenses of transport that the Insured had to pay to go and collect the spare parts (estimating the price taking as a reference the cost of a first class train ticket)

The Insured will reimburse the money against the invoices paid already by the Insured.

The Insured will pay the Customs Fees.

The Insurer is not obliged to send the spare parts if they cannot find them in Spain either or they are not manufactured any more.

When necessary, the Insured will pay for the cost of abandoning the vehicle or, if this is not possible, the cost of moving the vehicle to a country where this action is possible.

#### **G. Custody expenses for the accidental vehicle**

In case the vehicle needs custody before its return or repatriation the Insurer will pay the cost till a limit of 150 Euros, except if a higher amount has been agreed in the Particular Conditions

#### **H. Judicial bond abroad in advance**

In case of accident abroad and if the correspondent authorities require a penal bond to the Insured, the Insurer will pay it in advance up to the amount of 9000 Euros.

The Insurer reserves the right to request, before making the payment in advance, the refund of this money through the correspondent acknowledgment of debt by a person appointed by the Insured.

The Insured will have to refund this amount of bond in advance within a 3 months period.

If the amount made in advance has been refunded by the same authorities before the 3 months period, the Insured is obliged to immediately pay it back to the Insurer.

#### **I. LEGAL DEFENCE EXPENSES ABROAD**

If the Insured requires legal assistance as a consequence of a traffic accident, the Insurer will pay the cost up to 2000 Euros.

If the Insured is unable to appoint a solicitor the Insurer will do so without any detriment.

## **F. URGENT INFORMATION LINE**

The Insurer will provide the Insured, when he/she requests it, with the following information:

- The state of roads and national ports.
- The national ski stations.
- The national garages, vehicle and bikes dealers.
- The national petrol stations location
- Embassies and Consulates location.

## **3. ASSISTANCE TO PEOPLE WITH OR WITHOUT VEHICLE. SPAIN AND ABROAD ASSISTANCE**

### **WHAT IS IT COVERED?**

The following covers are applied in Spain, out of a 25km ratio of the Insured address (12 km in Canary Islands and Balearic Islands) and in the rest of the world:

#### **a) Repatriation or Sanitary Transport of injured or ill people.**

If the Insured suffers an accident or an illness the Insurer will look after:

- Ambulance transport expenses till the closest clinic or hospital.
- The doctor team of the Insurer, together with the doctors assisting the injured or the ill Insured, will help to determinate the better treatment to follow and the best way of eventually moving the Insured to another hospital centre or his/her home. If the Insured has to go into a hospital far away from his/her house the Insurer will have to pay the expenses to take him back home.

The way of transport use in Europe and the neighbouring countries of the Mediterranean Sea, when the situation is very urgent and serious, there will be the special sanitary aeroplane.

In other cases, or in the rest of the world, the transport use will be the regular aeroplane lines or the best and faster way of transport.

#### **b) Repatriation or transport of the family members.**

When one of the Insured people has to return by any of the causes described in point a) and this fact makes impossible for the others to continue with the trip the Insurer will pay transport to send them home.

**c) Advanced return**

If any of the Insured people on the trip has to stop it because of death of their spouses, ancestors or descendents, sister or brother, the Insurer will offer them a train ticket (first class) or flight ticket (tourist class) from the place they are at the time till the place where the burial will take place in Spain; and a ticket to return again; or two tickets to return to their main addresses as long as the partner is an Insured person too.

**d) Family member trip to be with the hospitalized Insured.**

If the state of the ill or injured Insured avoids his immediate repatriation or return and if his stay at hospital will be more than ten days, the Insurer will pay a return train ticket (first class) or flight ticket (tourist class) to allow a member of the family's Insured, or the person appointed by him, to be close to the hospitalized person. If the hospitalization is abroad, the Insurer will pay till 60 Euros per night, but the total cannot exceed 600 Euros.

**e) Repatriation or transport of the death Insured.**

In the case of death of the Insured, the Insurer organizes and looks after the transport of the body from the place of death till the place of burial in Spain, as well as the return of the people accompanied him/her if they are Insured people.

Post- mortem expenses are also covered (such as the embalmed and the obligated coffin to his transport) according to legal requirement up to a limit of 1000 Euros. In any case, the normal coffin cost, burial costs and ceremony cost are not to be paid by the Insured.

In case that the Insured people accompanying the person at the time of death cannot return by the above mentioned ways or because they cannot afford it, the Insurer will pay the cost to take them to the place for burial or to their homes.

**f) Immobilization in a hotel**

If the ill or injured Insured cannot return under the doctor's prescription appointed by the Insurer, the Insurer will pay the cost of a longer stay at the hotel up to 60 Euros per night and a total maximum of 600 Euros

**g) Help to find and send back the baggage**

In case of delay or loss of baggage, the Insurer will collaborate in the claim to find, locate and send them to the Insured's address.

**h) Transmission of messages**

The Insurer will pay the urgent messages that the Insured has to send as a consequence of applying any of the services included under the Travelling Assistance cover.

#### **4. ASSISTANCE TO PEOPLE WITH OR WITHOUT VEHICLE. ONLY ABROAD.**

##### **WHAT IS IT COVERED?**

The following services are only applied abroad, they are not guaranteed in Spain:

**a) Payment or refund of medical, surgical, pharmaceutical expenses and the hospitalization expenses abroad.**

The Insurer will pay the expenses of each Insured person when they have an accident abroad or they have suffered a sudden illness during their trip within the period of time this cover is in force up to a limit of 6000 Euros.

In any case, dentist expenses are limited up to 1000 Euros.

The refunds of the expenses mentioned above are additional to other payments that the Insured or his/her successors are entitled to: social security payments or any other organization.

The Insured has to do all necessary arrangement to receive payments from these organizations and to refund the Insurer of any amount paid in advance.

**b) Sending and/or re sending the belongings forgotten and/or stolen during the trip (abroad)**

The Insurer will organize and pay the cost of re sending to the Insured 's home address those belonging which he/she has forgotten during his/her trip. This service is extended to those belongings recovered after a theft during trip. Besides, the Insurer will send to the Insured whenever he/she is, those belongings or medicines (under countries legislation) that are considered to be essential and the Insured has forgotten at home when he/she started the trip; as long as they cannot be found in the place where the Insured is.

The Insurer will organize and pay the cost of sending them up to the amount of 200 Euros.

**c) Cash in advance in case of accident, theft or serious illness abroad.**

If, being abroad, the Insured needs immediate cash as a consequence of an accident covered by the Policy, theft of his/her belongings (or in his/her house) or serious illness, the Insurer will give up to 300 Euros in advance. To guarantee the amount given in advance, the Insurer has the right to request, before given the cash in advance, from a person pointed by the Insured in Spain, the true confirmation of refund such amount through the knowledge of the debt.

The Insured has to refund such money given in advance to the Insurer in 10 day after his/her trip or, in any case, during the following three months counting from the time of applying for it.

**d) Searching for legal representation abroad**

If the Insured, as a consequence of an accident abroad covered by the Policy, needs a solicitor to defence his/her legal rights, the Insurer will search and provide the correspondent professional person as soon as possible.

**e) Interpreter in case of accident or illness abroad.**

If, as a consequence of an accident abroad covered by the Policy or a serious illness occurs to the Insured when he/she is abroad, and an interpreter is needed, the Insurer will provide such interpreter as soon as possible.

The expenses covered by the insurer are up to 60 Euros per day with a maximum amount of 600 Euros.

**f) Distance medical assistance**

If the Insured needs medical assistance whilst they are abroad but it is impossible to get where he/she is, he/she can ring the Insured and through his/her medical services he/she will provide some information without being able to give a diagnosis.

**g) Information about medical assistance abroad**

If, by circumstances unconnected to those guaranteed by the cover herein, the Insurer particularly needs to visit a doctor in a country abroad and he/she does not have enough information to find it, the Insurer will give him/her information over the phone to find the doctor and be able to go for a visit.

**h) Sending medicines abroad**

The Insurer will find and send the possible medicines that are essential to the Insured and cannot be found in the country where the Insured is hospitalized at the time.

Such delivery is subject to the legislation of the country where it is applied.

Nevertheless, if the Director or Council of Spanish Chemist informs that the medicine cannot be found in Spain either the responsibility of the Insurer ends.

#### **TRAVEL ASSISTANCE. IT IS COVERED:**

##### **Exclusions of Travel Assistance coverage:**

- **The breakdowns as a consequence of abandoning the vehicle.**
- **The breakdowns or accidents as a consequence of the Insured's participation in bets and sport competitions.**
- **The relapses of illness with a risk of suddenly getting worst with the knowledge on behalf of the Insured before starting the trip.**
- **Pathological states and medical records known by the Insured which can get worst if travelling.**
- **Pregnancy. Nevertheless, sudden complications till the six months of pregnancy are covered.**
- **The payment covered for serious dental problems such as infection or trauma which needs to have an urgent treatment is limited till a maximum of 30 Euros.**
- **The rescue of people in the mountains, sea or desert.**
- **The practice of high risk sports such as mountain climbing, hiking, Moto-cross, gliding, hang-glider and similar.**
- **Accidents caused when practising ski except if this risk is expressly covered in the Particular Conditions.**
- **Expenses related to a chronic illness; any kind of prosthesis and thermal cures.**
- **Any kind of medical expenses for less than 10 Euros.**
- **Suicides, self-injuries and drugs or alcohol intoxication.**
- **In any case the Insured will not replace the emergency services or will pay the expenses of them.**
- **Acquired immune deficiency syndrome (AIDS) or any problem coming from alcohol or drugs addiction.**
- **Vaccination and control of illnesses previously known.**
- **Thermal and therapeutics cures with ultraviolet rays.**
- **Physiotherapy and kinesitherapy.**
- **Mental illnesses such as psychoanalysis and psicoteraphy.**

#### **ADDITIONAL CONDITIONS TO THE TRAVEL ASSISTANCE COVERAGE**

1. The General Conditions of the insurance vehicle Policy will be applied to the travel assistance cover as long as they are not opposite if what it is established.
2. The Insurer is not responsible of delays caused by circumstances out of his control.
3. To receive any compensation the Insured had to pay all Premiums.

4. Concerning to expenses to move the Insured people, the Insurer will only pay the excess of what they had already planned (train tickets, flight tickets, sea tickets, tolls, fuel etc)
5. It is necessary the Insurer knows about any eventuality and agrees of it so that he assumes his obligation.
6. The Insurer is not responsible of the insured people actions against any responsible third party.

## **12. COURTESY VEHICLE**

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### **DIFFERENT WAYS OF COVERAGE**

In case of contracting this cover the way and the limit will be specified in the Particular Conditions.

#### **1. RENTING A COURTESY VEHICLE. IT IS COVERED:**

In case of theft or immobilization of the insured vehicle as a consequence of an accident or an attempt of robbery in Spain and if the vehicle has to be in an authorized garage for more than 24 hours, the Insurer will provide the Insured with a renting vehicle of the C group or similar (following the classification of the most important companies of renting vehicles in Spain)

The rent will be in force from the day the vehicle gets in a garage until it is repaired and with a maximum of natural consecutive days stated in the particular conditions.

To have a courtesy vehicle the Insured has to phone a number the Insure provides for this purpose and tell about the incident giving the information required.

To provide such a service, the Insurer has the right to request from the garage where the vehicle is going to be repaired the certificated documents about the kind of damage of the vehicle as well as the estimated time needed to be repaired.

Having the renting vehicle is subjected to availability and renting contract conditions, especially those conditions related to the insurance contract about the rent of a vehicle, the deposits as well as the place to take the vehicle and return it, which will always be in Spain.

#### **WHAT IS IT NOT COVERED?**

- **The common exclusions to the voluntary covers stated in article 13 of these General Conditions.**
- **The immobilization caused by mechanical breakdown, windscreen breakdown as well as other breakdowns related to the vehicle stated in the travel breakdown assistance.**
- **Expenses or inconveniences caused by collecting or handling the vehicle.**

- **Fuel, tolls, parking expenses and the deposits paid at the time of renting the vehicle.**

## **2. REFUNDING EXPENSES CAUSED BY VEHICLE IMMOBILIZATION. IT IS COVERED:**

The payment of a economic compensation to the Insured because of having to rent a vehicle as the insured vehicle is immobilized in Spain as a consequence of expected events in the contract, according to the established conditions of the cover and as long as more than 6 hours labour are needed to repair the vehicle.

Contracting options:

a) **Basic Immobilization**

Arising from accidents compensated to the Insured by the coves of Fire, Theft or Damages, as well as by incidents of civil liability when a third party has expressly and truly declared guilty.

b) **Extended Immobilization**

Arising from accident, Fire or Theft even though the Insured is not entitled of compensation for damages.

Conditions and limits of the cover for both options:

- The Insured guarantees the compensation of the cost of renting another vehicle up to the limit per day and number of days agreed in the Particular Conditions. The days with right of reimbursement, without taking into account the days the vehicle is in the garage, are as follows:
  - More than 6 hours of labour: 3 days of renting
  - Every 6 additional hours: 1 day more of renting
  - Less than 6 hours are not counted.
  - The maximum limit is 10 consecutive days of renting
- To be entitled of the compensation, the Insured will have to present the bills of renting the vehicle and the bills from the garage showing the amount of labour hours have been necessary to repair the vehicle.
- In the case this cover is applied for theft, it will be in force after the 24 hours later from the time of presenting a claim before the correspondent authority and till the vehicle recovery, plus the days per hours of repairing damages. In any case, the limits per day and number of days according to the above paragraph are applied. To be entitled of compensation the Insured will have to present a copy of the claim issued before the competent authority as well as the renting bill and the bill for repair the vehicle if so.

**WHAT IS IT NOT COVERED?**

- **The common exclusions to the voluntary covers stated in article 13 of these General Conditions.**

- **The immobilization caused by mechanical breakdown, windscreen breakdown as well as other breakdowns related to the vehicle stated in the travel breakdown assistance.**
- **Expenses or inconveniences caused by collecting or handling the vehicle.**
- **Fuel, tolls, parking expenses and the deposits paid at the time of renting the vehicle.**

## **Article 16. EXTRAORDINARY EVENTS**

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### **Compensation Clause by the Insurance Compensation Consortium of the losses caused by extraordinary events**

#### **ANNEX II. (B.O.E 7-12-2006)**

In compliance with the Rewritten Text of the legal Statute of the Insurance Compensation Consortium, agreed by the Royal Order in Council 7/24<sup>th</sup> of October 2004 and modified by the Law 12/ 16<sup>th</sup> of May 2006, the Policy holder of an insurance contract which has to incorporate obligatory a surcharge in favour of the public company entity, is allowed to contract the cover of extraordinary risks with any insurance entity which has all the conditions required under current legislation.

The compensation arising from incidents caused by extraordinary events in Spain and affecting to risks in Spain and for the insurance for people, those happening abroad when the Insured lives in Spain, will be paid by the Insurance Compensation Consortium when the Policy holder has paid the correspondent surcharge in its favour and the following situations take place:

- a) The Extraordinary risk covered by the Insurance Compensation Consortium is not already covered by the Policy of the insurance contract with the Insurance company.
- b) The Extraordinary risk is covered by the Policy of the insurance but the insurance company obligations are not put in force as it is declared judicially intender or in a liquidation proceeding carried out by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act according to what it is established in the mentioned legal Statute, in the Law 50/ 8<sup>th</sup> of October 1980 regarding Insurance Contract, in the rules of the extraordinary risks insurance, agreed by the Royal Order 300/20<sup>th</sup> of February 2004, and complementary dispositions.

## SUMMARY OF REGULATIONS

### *1. Extraordinary events covered.*

- a) The following phenomena's of the nature: earthquakes and seaquakes, extraordinary floods (including sea battering), volcanic eruption, unusual cyclonic storm (winds of more than 135 km/h and tornados) and meteorites falls.
- b) The violent events caused by terrorism, rebellion, sedition, riot and popular commotion.
- c) Events or actions of the Armed Forces or the Forces and Security Bodies in time of peace.

### *2. Excluded risks*

- a) Risks that do not have compensation under the Law of Insurance Contract.
- b) Risks caused to people or goods insured by the insurance contract different to those that recharge in favours of the Insurance Compensation Consortium is obliged.
- c) Risks caused to a habit or defect of the insured good or to its bad maintenance.
- d) Risks arose from armed conflicts even thought official war has not been declared
- e) Risks arose from nuclear energy, without prejudice to what is established in the Law 25/29<sup>th</sup> of April, 1964 regarding nuclear energy. Nevertheless, all direct damages caused to the insured nuclear firm as a consequence of an extraordinary event affecting its facilities will be included.
- f) Risks caused by the weather to those goods that are total or partial submerged because of waves or ordinary currents.
- g) Risks caused by phenomena's of the nature different from those pointed in article 1 of the Rules of extraordinary risk insurance and, specifically, those caused by elevation of the phreatic statum, mountainside movements, landslides, rock detachments and other similar phenomena's, except if they have been caused by rain which causes extraordinary flood in the area.
- h) Risks caused by riots during meetings or demonstrations taking place under what it is stated in the Organic Law 9/15<sup>th</sup> of July 1983 regarding the rights of meetings. Risks caused during legal strikes except if they are declared to be extraordinary events according to article 1 of the Rules of extraordinary risk insurance.
- i) Risks caused because of the insured's bath faith.
- j) Risks caused by incidents that happened at the time of grace period established in the article 8 of the Rules of extraordinary risks insurance.
- k) Risks caused by incidents that happened before the first payment of premium or when, under Insurance Contract Law, the cover of the Insurance Compensation

Consortium is suspended or the insurance are terminated as a result of not paying the premiums.

- l) Indirect risks or losses caused by direct or indirect damages different from the loss of benefits stated in the Rules of extraordinary risks insurance. There are particularly not included in this cover the damages or losses suffered as a consequence of a power cut or variation of exterior power energy supply, gas supply, fuel-oil supply or other fluids, or any other indirect damages or losses different from those mentioned in the above paragraph, even though these variations were arose from a cause included in the extraordinary risks cover.
- m) The incidents that, because of being so important and grave, are considered to be “catastrophe or national calamity” by the National Government.

### *3. Deposit*

In the case of indirect damages to things (except to automobiles and buildings and their communities) the insured will have to pay a deposit of the 7 per cent of the compensated amount for damages caused by the incident.

In the personal insurance will not be deduction for deposits.

In the case of the cover of benefits loss, the insured will have to pay the deposit stated in the Policy for benefits loss in ordinary incidents.

### *4. Extension of the cover*

The cover of the extraordinary risks will reach to the same people, goods and insured amounts than those established in the Policy for the ordinary risks. However, the Consortium guarantees the total insurance interest in the Policies that cover damages to the motor vehicles even though the Policy only covers them partially.

In the life insurance policies which, according to what is established in the contract and with the conformity of the regulations of the private insurances, generates mathematic provision, the cover of the Consortium will refer to the capital in risk for each insured, that means, the difference between the insured amount and the mathematic provision which, under such regulations, the insurance entity has constituted. The correspondent amount for the mentioned mathematic provision will be paid by the mentioned insurance entity.

## **ACTION PROCEDURE IN CASE THE INCIDENT IS COMPENSATED BY THE INSURANCE COMPENSATION CONSORTIUM**

In case of incident, the insured, the Policy holder, the beneficiary or his/her legal representatives will have to directly or through the insurance entity or insurance agent communicate the incident within the following seven days in the correspondent regional office depending on the place the incident occurred. The communication will be done with a specific application form, which can be found in the Consortium “web” ([www.conorsegueros.es](http://www.conorsegueros.es)) or in the Consortium offices or in the insurance entity office. The documents related to the damages or injuries happened have to be attached to this form.

Besides, remains and traces of the incidents have to be kept for the appraisal report and, in case of absolute impossibility, documents to prove damages such as photographs, notary's certificate, videos or official certificates have to be presented. The bills for the accidental goods whose destruction could not be done later will be kept.

Any necessary action to reduce damages has to be done.

The valuation of the losses arising from extraordinary events will be done by the Insurance Compensation Consortium which will not be bound by the valuations already made by the insurance entity.

To clarify any doubt about the proceedings to follow the Insurance Compensation Consortium provides the following customer services telephone number: 902 222 665