

**Here are the general
conditions of your
car insurance.
Crystal clear.**

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I- LEGAL REGULATION

Insurance Underwriter and control authority of its activity

The Insurance Underwriter is BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros, with its registered office in C/ Isabel Colbrand, 22, 28050 Madrid, and is registered in the Administrative Register of the General Directorate of Insurance and Pension Funds with the key CO767, hereafter "the Company".

BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros is an entity which is subject to the control of the General Directorate of Insurance and Pension Funds.

Relevant law

- Law 50/80, of the Insurance Contract Law, of 8 October.
- Law 20/2015 of 14 July on the Management, Supervision and Solvency of Insurance Companies and Reinsurers.
- Law 7/2004, of 29 October, concerning the regulation of the Legal Statute of the Insurance Compensation Consortium.
- Any other rule that may be applicable during the validity of the policy.

Rescission clause for remote contracts

In the event that the contracts concluded through the use of distance communication methods, the Insured, when acting with a purpose beyond their business or professional activity, shall have a period of fourteen calendar days from the conclusion of the contract to withdraw from it, provided that the adverse event covered by the insurance has not occurred, without having to provide any reasons and without any penalty being applied, in accordance with Art. 10 of Law 22/2007, on Distance Marketing of Consumer Financial Services. In order to exercise this right, the Insured must notify the Insurance Underwriter of their decision. The Company reserves the right to withhold the proportional part of the premium for the time covered. The right of Cancellation for compulsory insurance, travel or luggage policies of less than one month, or those whose effects end before the fourteen-calendar day period shall not be applicable.

Application of an International Public Order

Without prejudice to the terms and conditions of this agreement, the Insurer shall not provide coverage, make payments, or provide any service or benefit on behalf of any insured or third party while such coverage, payment, service or benefit or any other business or activity of the insured could contravene laws or trade regulations, trade embargoes, or economic sanctions affected by an international public order.

Similarly, in the unlikely event that the Insurer, in complying with the formalities provided for in the said regulations, exceeds the maximum time allowed for compliance with certain obligations, they will not accrue penalty interest.

II- DEFINITIONS

Accessories

Elements incorporated into the car voluntarily without being an original part of the make and which determine its final finish.

Fixed accessories

Fixed accessories that require a special tool to be removed.

The fixed accessories which are part of the original car make (contained in the official catalogues of the car make) will be covered in own damage, fire and theft insurance types, without having to be expressly stated in the Specific Conditions. To proceed with the compensation claim, the installation bill shall be required.

Other accessories must be declared in order to be covered.

Insured

Unless there has been an express change in any of the guarantees, the Policyholder shall be considered to be the Insured, the owner of the car, as well as the ordinary or occasional Driver.

Driver

The person who is legally authorised to drive and who, with the authorisation of the Insured, owner or possessor of the insured car, drives it or has it in their custody or liability at the time of the loss.

Ordinary driver

First driver stated in the Specific Conditions of the policy and whose circumstances constitute a risk factor that can influence the premium.

Occasional driver

Second driver declared in the Specific Conditions of the policy and whose circumstances are a risk factor that can affect the premium.

Specific Conditions

Contractual document which reflects the insured sums and coverages of the object of the insurance.

Special Conditions

Document or contractual clause that establishes the coverage and/or insured sum related to a risk or the extent of a risk. These conditions will prevail over any other condition.

Own damage

Own damage is that considered under the guarantee which covers the costs of repair or compensation for the material damage of the insured car.

Excess

The expressly agreed amount or percentage that shall be deducted from the compensation.

Class C compact car

A car with a maximum length of 4.30 metres, without 4-wheel drive.

Value as new

Price of sale of the car to the public in Spain of the insured car in its as new state just before the incident resulting in a loss, including surcharges, discounts, promotions and legal taxes. In the event that the car is no longer manufactured or is not included in the dealers' catalogues or official lists, the value as new car with similar characteristics will be applied.

Market value

This corresponds to the market value of the insured car just before the incident resulting in a loss and will be determined in the Ganvam Bulletin or, in its absence, statistical guidelines designed for this purpose.

Insured car

The car named in the Specific Conditions of the policy.

III- GENERAL MATTERS

1- OBJECT OF THE INSURANCE

With regards to the risks arising from the circulation of the insured car, the Company accepts the provisions corresponding to each one of the guarantees of the insurance, whose inclusion is expressly contained in the Specific Conditions of the policy, in which the insured sums and coverages of the object of the insurance are listed and governed by the corresponding content described in these general terms and conditions and in the special conditions where applicable.

2- TERRITORIAL SCOPE

Below, we list the territorial scope of application for each of the guarantees:

- For the guarantees of Compulsory and Voluntary Civil Liability, Legal defence, Breakage of windscreens, Theft, Fire, Own damage and Accident Insurance coverage for the driver, the territorial scope of coverage is the European Economic Area, the States belonging to the Multilateral Guarantee Agreement and the States belonging to the Inter-Bureaux Agreement. The relationship between these states is listed in the International Insurance Certificate which the Company provides to the Policyholder.
- For risks related to the Legal Protection included in the Legal Defence guarantee, the territorial scope of the defence of the Driver is limited to occurrences and procedures in Spain.
- For the Roadside Assistance guarantee the territorial scope varies depending on if we refer to risks to the car or risks to people:
 - For risks to the car: the territorial scope is Spain, the rest of Europe and countries bordering the Mediterranean Sea.
 - For risks to people: the territorial scope is Spain, outside a radius of 25 km from the ordinary residence of the Insured (10 km in the Canary Islands and the Balearic Islands) and the rest of the world.
- For guarantees regarding the fines management and courses to recuperate lost licence points, the territorial scope corresponds to sanctions imposed as a result of the circulation of the insured car in Spain and for Spanish permits and driving licences.

IV- GUARANTEES

1- CIVIL LIABILITY

1.1. Compulsory Civil Liability

The Company guarantees the Civil Liability of the driver, for damage caused to persons and goods, due to the circulation of the car identified under the Specific Conditions.

Exclusions, in addition to those indicated in section V- General Exclusions:

- a) Injury to the driver of the insured car.
- b) Damage suffered by the insured car, the items it may transport, goods owned by the Policyholder, Policyholder, owner, driver, as well as the spouse or relatives up to the third degree of kinship or affinity to the aforementioned parties.
- c) Personal injury and property damage suffered because of the circulation of the car causing the incident, in the event that it had been stolen, in which case it corresponds to the Insurance Compensation Consortium to pay the corresponding compensation.
Theft is understood to be the conduct classified as such in the penal code.
- d) Damage caused to people who voluntarily enter the stolen car and it is established that they were aware of such circumstances.
- e) The Company may not object against the injured person any other exclusion set forth in the laws, without prejudice to the right of recourse that may be of benefit to the Company.
- f) In the case of damage to goods, the Company will respond to third parties when it is civilly liable, as set out in the articles 1.902 onwards of the civil code, article 109 onwards of the penal code and the provisions of the law governing Civil Liability and Insurance of motor cars in circulation.

1.2. Voluntary Civil Liability

The Company guarantees, up to the insured sum stated in the Specific Conditions of the policy, the payment of compensation to the Insured and authorised and legally qualified Driver who, under the extra-contractual Civil Liability they are obliged to pay, as a result of harm caused to third parties, due to the circulation of the car named in the policy, and pursuant to the act of circulation, in terms identical to those provided for in the Civil Liability and Motor Cars Insurance Law. This guarantee covers compensation that exceeds the compulsory insurance coverage, set at all times by the legal provisions.

When the car is a private car the following liabilities are guaranteed:

- a) The Civil Liability for damage caused to third parties who are not passengers of the insured car, from all falling and/or sliding baggage, objects (bicycles, skis etc.) and transported goods, both on the car or in a trailer or caravan towed by the car, if it has an AMW (Authorised Maximum Weight) of less than 750 kg.
- b) The Civil Liability of the trailer or caravan, if it has an AMW of less than 750 kg, provided that the trailer or caravan's number plate coincides with the insured car and when there is a loss whilst the trailer or caravan is attached to the insured car.
- c) Voluntary Civil Liability arising from damage caused to a third party by a car fire of the insured car when it is stationary.

People who do not comply with the status of third party for the Voluntary Civil Liability guarantee

- a) Those whose civil liability is covered by this policy.
- b) The partner, parents or descendants of the persons indicated in a).
- c) Those who, without being partners, parents or descendants of people whose civil liability is covered by this policy who are related to them up to the third degree of kinship or affinity.
- d) When the Policyholder or owner is a legal person, their legitimate representatives, as well as the partner and members of the families of those representatives to whom the relation described in paragraphs b) and c) above applies.
- e) Employees of any kind of the persons whose Civil Liability is covered by this policy, in losses that are recognised as occupational accidents.

1.3. Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions:

- a) Liability for damage caused to the insured car or things transported in it.
- b) Contractual civil liability.
- c) The liability for damage or injury caused to passengers, in the event that it is not a car officially authorised to transport people, except in cases of helping people in an emergency or in need.
- d) The costs of defending the insured or the driver in criminal cases before the Courts, Tribunals or Competent Authorities, unless otherwise agreed.
- e) The payment of fines or penalties imposed by courts or competent authorities and the consequences of non-payment.
- f) Damage which is not due to transported objects falling from and/or sliding off the car for which the insured or their dependent is liable, without prejudice to the provision made in section 1.2.

2. DRIVER ACCIDENTS

This guarantee will cover the payment of compensation stipulated in the General Terms and Conditions and Specific Conditions of the policy for bodily injury sustained by the authorised and legally qualified driver, as a result of a traffic accident of the insured car, that results in death, permanent invalidity or health assistance costs, as long as they were in the car or getting in or out of it.

2.1. Coverage for death due to an accident

If the insured driver dies as a result of an accident covered by this policy, the Company will pay the beneficiaries the insured sum determined in the Specific Conditions of the policy within 5 days from the date on which the death certified documents, proof of the status of the beneficiaries and the corresponding tax assessment are presented. If prior to death the Insured was compensated any amount for permanent invalidity, this amount will be deducted from the compensation for death.

An advance of 50% of the compensation, up to a maximum of €6000, in the event of the death of the Insured, is included to meet the administrative-tax costs involved.

2.2. Permanent invalidity coverage

If, as a result of a loss covered by the policy, the insured driver is discovered to suffer from irreversible sequelae, the Company will compensate the Insured up to a maximum insured sum established for permanent invalidity in the specific conditions of the policy, in accordance with the following criteria:

- The degree of invalidity is decided taking into account the score of physical sequelae, without considering detrimental cosmetic effects, which are set forth in the medical standards of the “system for the assessment of personal injury damage in traffic accidents” provided for in the Royal Decree Legislation 8/2004 of the Law in force on civil liability and motor cars insurance at the time of the losses or a law that replaces it.
- In the case of concurrent sequelae resulting from the said accident, the final scoring of the psycho-physical injury score will be the result of applying the “Balthazar formula” with the criteria laid down in paragraphs 1, 2 and 3, replicated below based on article 98 of the RD 8/2004, without exceeding 100 points: $(((100 - M) \times m) / 100) + M$; where “M” is highest scoring sequela and “m” the lowest scoring sequela.

In the event that there are more than two sequelae, the above formula is based on the highest scoring sequela and the calculations are done in order of least importance upwards. Successive calculations are performed with the indicated formula, this time using the resulting score of the previous calculation to represent term “M”.

If, at the time of performing the calculations, decimal fractions are obtained, the result of each operation is rounded up to the next whole number.

- Compensation shall be awarded for the sequela or the result of concurrent sequelae with a score of 10 points or over.
- Once the points have been determined, the insured sum which is the object of the compensation shall be the percentage of the maximum sum insured obtained by applying the following formula:

$$\frac{\text{INSURED SUM} \times \text{No. OF POINTS}}{100}$$

- If the Insured Driver should have some degree of invalidity prior to the accident, compensation shall be fixed according to the degree of invalidity determined by the difference between their pre-existing invalidity and that resulting after the accident. This will take into account that stated in Article No.100.2 of RD 8/2004 on the aggravated sequelae of a previous state: the score will be calculated by applying the formula: $(M - m) / [1 - (m / 100)]$ where “M” is the score of the sequela of the current state and “m” is the score of the pre-existing sequela. If the result contains decimal fractions, it is rounded up to the next whole number.
- If the insured driver does not accept the proposition from the Company in relation to the degree of Invalidity, the parties shall be subject to the decision of the experts, in accordance with articles 38 and 39 of the Law 50/80 of the Insurance Contract Law.

2.3. Health assistance coverages

For the purposes of this coverage, costs arising from medical and hospital care, medical transport required for treatment, implantation of internal prostheses, pharmaceutical costs and reconstructive plastic surgery for functional alterations are all considered to be health assistance expenses; however, cosmetic surgery is excluded.

In the event of an accident covered by this guarantee, the Company shall bear the costs of Medical-Pharmaceutical Assistance and hospital care generated from health care provided at any hospital in the ordinary country of residence of the Insured, or the country where the accident occurs, with the limits established in the specific conditions and whenever they occur within one year from the occurrence of the loss.

The following supplementary costs are included up to a maximum of €600 provided they arise as a result of the accident with the car named in the Specific Conditions:

- Prosthetics, glasses and orthopaedic aids, as a first acquisition, as well as their repair and replacement (new value) if they have been damaged or destroyed due to the accident.
- Dental prostheses for damage to natural teeth or fixed prostheses.
- The stay and support costs, for up to a maximum of 10 days, of a companion in the same health centre in which the affected

Insured Driver is hospitalised.

In case of direct or indirect aggravation of the consequences of an accident, due to a pre-existing disease or unexpected event after the accident and due to a distinct cause, the Company shall only cover the consequences of the accident that they would have probably had without the aggravating influence of such a disease. These cases will be submitted to the joint opinion of the Company's physician and one appointed by the Insured Driver, and, if these fail to come to an agreement, they will proceed in accordance with article 38 and 39 of the Insurance Contract Law.

After paying compensation for health assistance, the Company may exercise the rights and actions which correspond to the Insured from the loss against those responsible for the accident, without the exercising of such a right being to the detriment of the Insured.

2.4. Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions:

- a) Accidents caused intentionally by the insured driver.
- b) Accidents whose coverage corresponds to the Insurance Compensation Consortium, according to its own regulations.
- c) Damage suffered by the person driving the car without the authorisation of the Policyholder or the owner.
- d) Diseases and their side effects whose cause is not an accident, dizzy turns, light-headedness or fainting; any kinds of apoplexy, epilepsy or

epileptiform attacks, ruptured aneurysms, any bodily injuries related to these conditions, or others, and their manifestations.

- e) Heat stroke, frostbite and other effects of the atmospheric temperature, except when they are a result of an accident covered by insurance.
- f) Compensation is not provided for consequences of a psychological nature resulting from the accident.

3-. ROADSIDE ASSISTANCE

All provisions guaranteed by this article are organised by the Company. To be entitled to these provisions it is absolutely necessary to call the 24-hour telephone assistance line that has been provided in the insurance.

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

Insured

The Policyholder is a natural person, resident in Spain, along with their partner; their parents, provided that they live together in the same home as the Insured, and their descendants, as long as they are physically dependent on them, as well as the ordinary or occasional driver stated in the specific conditions of the policy. The Insured parties' rights are not modified or affected if they travel separately. The status of being insured is also recognised, in case of traffic accident, to any other person travelling free of charge in the insured car, except hitch-hikers.

Insured car

The car, object of the policy and the caravan or trailer that it may be towing can have an AMW of up to 750 kg.

Ordinary means of public transport

By train, with a first-class ticket, or by plane, with an economy class ticket.

3.1. Car Risks

The Roadside Assistance service includes a guaranteed from "0 km" (in other words from the Policyholder's home).

Temporal scope

This guarantee covers travel up to a maximum of 60 consecutive days from the start of the trip.

Included risks

a) Towing of the car in the event of a breakdown, accident or for a flat battery in electric cars

The Company will cover travel and labour costs to carry out an on-site repair, with a limit of €450 provided this can be done in less than 30 minutes, with expenses arising from the costs of replacement parts that may be needed not being covered. If it is not possible to repair the car on-site:

a1. In the case of a breakdown:

Transportation to the place designated by the Insured to a maximum distance of 200 km. If the car is more than 200 km away from the Policyholder's home it will be taken to the dealer or mechanic nearest to where the incident takes place.

a2. In the case of an accident:

Transportation to the nearest mechanic, or the mechanic designated by the Insured from the list of collaborators within a limit of 200 km. If the car is more than 200 km away from the Insured's home it will be taken to the collaborating mechanic nearest the incident.

In the case of electric cars, the kilometre limit does not apply to the car being towed due to having a flat battery. The electric car will be taken to the nearest recharge point (information which the Policyholder will provide) or their ordinary residence, provided that both are located within the peninsular territory or both within an island. Depending on the distance to be travelled, the Company will decide how the car will be transported.

b) Recovery

The Company is responsible for costs of recovering the car in the event that it overturns or comes off the road, provided that it had been travelling on ordinary roads, and up to a limit of €450.

c) Repatriation of the car after a breakdown or accident

If the car cannot be repaired within a period of 5 days and the repair will take longer than 8 hours (depending on the manufacturer's scale), the Company organises and covers the cost of the repatriation of the car. These costs, paid by the Company, may not in this case, surpass the residual value of the car at the time of the repatriation or, in the case of theft, of its residual value when it is recovered:

c1. In the case of a breakdown:

Transportation to the mechanic designated by the Insured, near their home.

c2. In the case of an accident:

Transportation to the collaborating mechanic designated by the Insured, near their home.

The Company covers the cost of the repatriation of the trailer or caravan, up to the limit of the car's residual value, in the event that the motor car is repatriated, the residual value is considered the market value defined in these General Terms and Conditions of guarantees, deducting from this the cost of repairing the car (according to the mechanic's quotation). This guarantee is only valid for trailers and/or caravans with an AMW of less than 750 kg.

This guarantee shall also apply if the car is found within a maximum period of six months after a theft resulting in mechanical breakdowns that prevent it from being driven.

d) Services to Insured Parties in the event that the car becomes immobilised due to a breakdown or accident

d1. Hotels in Spain:

If the car is not repairable during the day and if the expected duration of the repair is greater than 2 hours, according to the manufacturer's scale, the Company will organise the stay at a hotel whilst waiting for the repair to be completed and cover the actual costs incurred, up to a maximum of €60 per night and Insured person, up to a maximum of 2 nights. This service will be applied for trips outside the ordinary town or city of residence.

d2. Hotels abroad:

If the car is not repairable during the day and if the expected duration of the repair is greater than 2 hours, the Company will organise the stay at a hotel whilst waiting for the repair to be completed and cover the actual costs incurred, up to a maximum of €60 per night, and insured person, up to a maximum of 5 nights.

d3. Transportation of people:

If the car is immobilised in Spain for more than 48 hours and the repairs will take 8 hours or more, or abroad for more than 5 days and repairs which will take 8 hours or more, the Company will transport each of the Insured people by the ordinary means, or will make a class C hire car available to them, up to a maximum cost of €150. The destination of this transportation will be the ordinary residence of the Insured or optionally the destination of the trip provided the cost of the latter does not exceed what it would have cost to take them home. The use of this guarantee excludes the right to claim hotel costs..

e) Services to the Insured parties in case of theft of the car

If the car is stolen and is not found during the 48 hours following the theft having been reported, the conditions set forth in clause d3. mentioned above shall be applied.

f) Return of the repaired or recovered car within 6 months after a theft and in a condition to be driven

The Company will transport the Insured by ordinary means to recover the repaired car or once it has been recovered after a theft and is able to be driven.

g) Sending a driver to collect the insured car and take it to the Policyholder's address

The Company will send a driver, when the Insured is unable to drive because of illness, accident or death, and cannot be replaced by another passenger of the car. The cost of fuel and any other costs of the car shall not be covered by the Company.

h) Sending of car parts and the abandonment of the car

The Company sends the necessary spare parts if these are not available in the location of the incident from any place in Spain, provided that they are available from the dealership of the car's make. The cost of the spare parts and the possible costs of customs duties shall be paid by the Insured. The Company covers the costs of legal abandonment of the car, or the necessary costs of transporting it to the country where this process can be completed.

i) In the event of a puncture, we will replace the tyre with the spare tyre

j) If the car runs out of fuel we will tow it to the nearest petrol station

The limit of delivery costs paid the Company may not exceed €100, with the costs of the fuel not being covered.

k) Advance for a surety abroad

As a result of a traffic accident, up to €4800 can be advanced, to be returned by the Insured within a maximum period of 3 months or when it is returned by the authorities if this happens before this period.

l) Legal defence costs abroad

As a result of a traffic accident up to a limit of €1800.

m) Custody costs for the car involved in an accident

In the event that the car incurs custody costs before its return or repatriation, the Company agrees to cover them, up to a limit of €150.

n) If the car is immobilised due to being filled with the wrong type of fuel, it shall be transported to the nearest mechanic, with the repair costs not being covered.

o) Transport and custody of pets accompanying the Insured at the time of their being transported due to accident, illness, death, or breakdown. This service will be made available only when the loss and the home of the Insured is within the Spanish mainland or on one of the islands, up to a limit of €150.

p) Obtaining and sending of replacement keys. In the event that the keys of the insured car are lost or stolen, the Company will cover the cost of delivering the replacement keys by the method it deems most appropriate. This service will be made available only when the loss and the home of the Insured is within the Spanish mainland or on one of the islands.

Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions, breakdowns that are a result of significant lack of car maintenance.

3.2. Risks to people (with or without a car)

Temporal scope

We guarantee covers for travel up to a maximum of 60 consecutive days from the start of the trip.

Included risks

a) Repatriation or medical transportation of the injured or sick persons back to Spain

In accordance with the criteria of the Company's medical service it will organise and pay for the transfer of the Insured, by the most appropriate means, even under medical supervision, to a medical centre near their home or their home itself in the event that they do not require hospitalisation. The use of an air ambulance is limited to European countries and those bordering the Mediterranean Sea.

b) Repatriation or transport of family members

When the above guarantee has been used, the Company will cover the cost of sending the other insured parties home by the ordinary means.

c) Early return

The Company will pay, up to a limit of €600, for the transfer of one Insured in the event of the death of their spouse, parent or descendant in the first grade or sibling, to the place of burial and the return to the place from which they had come.

d) The travel costs of a family member accompanying the hospitalised Insured

In the event of hospitalisation of the Insured for more than ten days, the Company will pay for the transfer of the accompanying person, by the ordinary means, from anywhere in Spain to the location in which the Policyholder is hospitalised. In the event that this is abroad, the Company will cover the costs of up to €60 daily to a maximum of €600, providing receipts are supplied.

e) Transport or repatriation of the deceased Insured

In the event of the death of the Insured from the place of death to the place of interment in Spain, up to a maximum of €3000 per Insured. The return of the other insured to their home in Spain, up to a maximum of €600 per Insured is also covered. Post-mortem costs and treatment (such as embalming and a mandatory coffin for transportation) in accordance with the legal requirements, up to a limit of €3000 is also included in the coverage.

In any case, the cost of a normal coffin and the costs of burial and the ceremony will not be covered by the Company.

f) Payment or reimbursement of medical, surgical, pharmaceutical and hospital treatment whilst abroad

The Company covers medical expenses (excluding those for pre-existing conditions) outside of Spain up to a limit of €6000 and dental costs up to a maximum of €300. The Insured undertakes to make the necessary arrangements to recover costs from other bodies that also cover these costs and to compensate the Company for any amounts that it has provided in advance.

g) Immobilisation in a hotel

In accordance with the Company's medical team and up to a maximum limit of €60 per day and up to a maximum of €600.

h) Emotional support telephone service

The Company offers the insured person and their family members, a psychological and emotional support telephone service in the event of a traffic accident involving serious injuries or deaths, up to a maximum of 8 hours. This service does not include psychological diagnosis, psychoanalysis or face-to-face therapy.

i) Help with locating lost and delayed luggage

When the airline company loses the luggage and it is not recovered in the 24 hours following the arrival of the flight, the Company will give the Insured the sum of €120. All of the above will apply provided that the Insured is absent from their home after 24 hours have passed.

j) Sending and/or forwarding of items which have been left behind and/or stolen during the course of the trip (abroad)

The Company will organise and cover the shipping costs of objects sent to the Insured during the journey or basic necessities left at home when undertaking the journey, up to a limit of €120.

k) Making an interpreter available in the case of accident or illness whilst travelling abroad up to a maximum limit of €300 per loss

l) Urgent message transmission

At the request of the Insured, the Company shall be responsible for transmitting any urgent messages to their relatives residing in Spain when this is necessary due to the loss covered by the contract.

m) Transport or Repatriation for children under 14 years of age or disabled people

If the repatriated or transported Insured is travelling in the sole company of children under the age of 14 or disabled people requiring assistance from a third party, the Company shall appoint a person in order to accompany the children or disabled people in returning to their home. Otherwise, a professional driver will be made available who transfers the car and the minors or disabled people. This service will be made available only when the loss and the home of the Insured is within the Spanish mainland or on one of the islands.

3.3. Extended coverage for the towing of the car

If the Roadside Assistance service has been contracted, unlimited towing coverage can also be added to the insurance as an optional and complementary service.

For cars up to 3,500 kg and for the towing coverage, in case of the car breaking down or being involved in an accident, the car will be transported an unlimited distance to the dealer or designated mechanic named by the Insured near their home. This service will be made available only when the loss and the home of the Insured are within the Spanish mainland or on one of the islands, using a tow-truck and organising the passengers' transportation to their homes. The destination of this transportation will be the ordinary residence of the Insured or optionally the destination of the trip provided the cost of the latter does not exceed what it would have cost to take them home. The use of this guarantee excludes the right to claim hotel costs.

3.4. Replacement car

If the Roadside Assistance service has been contracted, coverage for a replacement car can also be added to the insurance as an optional and complementary service.

In the event of an accident, if the repair will take longer than 8 hours according to the Company's scale and expert, or in case of theft, when this is certified with the corresponding police report, the Company will make a class C compact Car available as a replacement car. This guarantee is only valid when the insured car is a car intended for private use. The maximum coverage period is 15 days. Once the car has been repaired and delivered to the Policyholder the replacement car must be returned within a maximum of 24 hours. This coverage will only apply when any one of the drivers of the car is over the age of 21.

3.5. Excluded risks

Exclusions, in addition to those indicated in section VII.- General Exclusions

- a) Relapses, check-ups, treatments and costs arising from illness, regardless of these being mental illnesses or not, or pathological states known by the Insured at the time of departure for the trip.
- b) Costs relating to a chronic disease, any type of prosthesis and thermal treatments.
- c) Pregnancies. However, until the sixth month of the pregnancy, unpredictable complications are covered.
- d) Incidents arising from participation in sports competitions or competitive tests, or training sessions, as well as the practice of high-risk activities such as climbing, boxing, martial arts, bob-sleigh, fencing, bungee jumping, rafting, skiing, snowboarding or aerial sports in general, such as gliding, hang-gliding or parachuting. It also excludes mountain, sea or desert rescues.
- e) Death by suicide or diseases and injuries resulting from an attempted suicide, as well any damage caused intentionally by the Insured to themselves.
- f) The consequences arising from criminal acts in which the Insured participates.
- g) Treatment of illnesses or pathological conditions caused by the intentional ingestion or administration of toxic substances, drugs, narcotics or due to the use of non-prescribed medication.
- h) Passengers who are hitch-hikers.
- i) The emotional support telephone service will not be provided when the insured car is intended for professional use
- j) In the event of the car being stolen, if certification of the act being immediately reported to the competent authorities is not provided.
- k) Unexpected Injuries whilst carrying out a profession, except when resulting from accidents suffered as a driver or passenger of the insured car.
- l) Provisions for cars which have been abandoned.

4. BREAKAGE OF WINDSCREENS

In case of breakage of the car's windscreens, the Insurance Company guarantees effective replacement or repair, as applicable, and the cost of having them fitted. The term windscreens refers exclusively the front and rear wind screens, the side windows and sunroofs installed as part of the original make.

Exclusions, in addition to those indicated in section V.- General Exclusions:

- Marks, scratches, chips, dents, and other superficial marks which do not constitute a total or partial breakage and that do not impede normal visibility.
- The damage and/or breakages to headlights, side lights, indicators, mirrors, glass or any other type of objects made of glass, synthetic or transparent plastic materials of the insured car other than those defined above.
- Damage to the windscreen of the trailer or caravan that the insured car may be towing.
- If the windscreen or window is not repaired or replaced.

5- THEFT

The Company covers the compensation for the damage or loss of the insured car, provided these are a consequence of an illegitimate theft or its attempt by third parties against the will of the owner or Insured or driver.

5.1. Reporting and payment of compensation

Reporting the incident to the authorities

The Insured is obliged to inform authorities of the unlawful removal of the car or its accessories when these are insured, and to provide the Insurance Company with a copy of the police report.

Period for payment of compensation

The Insurance Company will have 30 days to carry out the investigation it deems appropriate. After this period has elapsed, the compensation amount shall be determined.

5.2. Effects of recovering the stolen car

If the stolen car is recovered within 30 days, the Insured is obliged to accept the return of the car, once the damage has been repaired, which will be covered by the Insurance Company.

If the recovery takes place after this period, the car will remain the property of the Company. Within a maximum period of 15 days, counting from the date the claim was made, the Insured undertakes to endorse the documents required for the transfer in favour of the Company or the third person they may appoint, unless they wish to recover their car. In this case, the compensation they had received shall be returned, and the Company shall be obliged to return the car to the Insured, provided that the latter manifests its acceptance within the fifteen days following the offer.

5.3. Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions:

- Vandalism.
- Theft resulting from the gross negligence on the part of the Insured, the Policyholder or persons under their authority or who live with them.
- The effects of the loss if the keys or any device that is used to open or operate the car have been left inside it.
- Damage or theft involving undeclared accessories, which should have been declared according to the definition that appears in this policy in order to be covered.
- The theft of trailers and/or caravans that may be towed by the insured car.
- Theft involving family members of the Insured or the Policyholder, up to the third degree of kinship or affinity, or the dependants or employees of any of them in which they were the perpetrators, accomplices or accessories after the fact.

6- CAR FIRE

The following coverage is expressly included in the guarantee against fire:

The damage suffered by the insured car as a result of fire, explosion and lightning strikes, whatever the cause may be, including those that affect the electrical installation, appliances and accessories (provided they have been declared expressly in the Specific Conditions), due to a short circuit and combustion, even where this does not result in a fire, provided that this damage is produced by the effects of electricity.

6.1. Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions:

- Those affecting the tyres (the outer tyres and inner tubes), except in the case of a total loss of the insured car.
- The possible car depreciation, subsequent to the repair after a loss.
- Damage affecting undeclared accessories which should have been declared according to the definition that appears in this policy in order to be covered.
- Damage caused as a result of the insured car circulating on unsuitable roadways.
- Damage that affects trailers and/or caravans that the insured car may be towing.

7- OWN DAMAGE TO THE CAR

Damage suffered by the insured car as a consequence of an accident are covered.

7.1. Own damage to the car

Any damage to the insured car as a consequence of an accident caused by an external, violent and sudden cause and beyond the Policyholder's control, with the car either circulating or stationary or whilst it is being transported.

Damage due to the following causes are expressly included in the coverage:

- a) Overturning, car falling or a collision with other cars or any other mobile or stationary object.
- b) Subsidence of land, roads or collapse of bridges.
- c) An offence or malicious act by third parties, provided that the Insured has done everything possible to prevent this from occurring and that the act is of a non-political/social nature.
- d) Accidents caused by a flaw in the material, construction defect or poor maintenance, in which it is understood that the Company's guarantees, in such cases, is limited to the repair of damage caused by the accident and not the defective or poorly maintained parts of the car.

The repair will always be carried out by one of the collaborators of the Company's network. Repairs will be carried out using original spare parts or approved equivalents.

At the request of the Insured, the coverage may be limited by including an excess in the contract of the total sum to cover the damage, deductible in the amount indicated in the Specific Conditions of the policy, and which will be covered by the Insured directly in each loss suffered by the car.

Excluded risks

Exclusions, in addition to those indicated in section V-. General Exclusions:

- Damage which is caused to the insured car, by transported items, or whilst loading or unloading them.
- Damage caused by seismic phenomena.
- Damage due to freezing of the water in the radiator.
- Damage affecting the tyres (the outer tyre and inner tubes), except in the case of total loss of the insured car, or when damage to tyres is as a result of a loss where there is other material damage, other than the wheel and tyre damage. In the latter case, the compensation will be exclusively for the damaged tyre (the outer tyre and inner tubes) as new.
- The possible car depreciation, subsequent to the repair after a loss.
- Damage affecting undeclared accessories which should have been declared according to the definition that appears in this policy in order to be covered.
- Damage caused as a result of the insured car circulating on unsuitable roadways.
- Damage that affects trailers and/or caravans that the insured car may be towing.
- Damage resulting from the use of the car, after the loss, when this use causes further damage, in which case the compensation shall be limited to the direct damage caused by the loss itself.

7.2. Own damage due to animals

Own damage resulting from a collision or running over hunting animals and pets, provide there is police report which confirms this or verifiable evidence by professionals appointed by the Company prior to the car being repaired..

7.3. Own damage due to extreme weather conditions

The Insurance Company covers direct material damage to the insured car as a result of:

- Hail or snow.
- Flooding, in the event that or as a result of the overflow or deviation from their normal course, of lakes without a natural outlets, canals, ditches and other courses or man-made channels, sewer systems, collectors and other underground channels when they overflow, burst, break, or stop functioning correctly.

Whenever any of the accidents listed above are not produced by acts or phenomena that correspond to the risks covered by the Insurance Compensation Consortium.

Exclusions, in addition to those indicated in section V-. General Exclusions:

- Damage caused to the car by drips, leaks, rust or moisture, whatever the cause may be, and those produced by snow or water that penetrates the doors, windows or other openings that have not been closed properly or whose closure is defective.
- Damage due to freezing of the water in the radiator.

8- FINES MANAGEMENT / DRIVING LICENCE POINT RECOVERY COURSE

Beneficiaries

The Policyholder or car owner, as well as the drivers who are legally entitled to drive, being over 25 years of age without the need to be declared on the Policy and drivers under the age of 25 provided that they are named in the Policy.

Temporal scope

- Fines imposed after contracting this guarantee and during its coverage period.
- Loss of validity of the driving licence that takes place during the period of coverage under the Policy contracted with the Insurance Company, due to fines imposed after contracting this policy and during its coverage period, and which are always related with the insured car and when the loss of points is due to causes not excluded from this guarantee.

In both cases it is necessary that the policy is in force and that all the payments due have been made.

Provisions

a) Fines

On behalf of the Insured as well as the Policyholder and Owner or any of the drivers of the insured car, the Company manages all traffic, motor car, road safety and transportation related offences, including those related to parking and drink driving committed using the insured car, guaranteeing the provision of as much written correspondence as necessary for the proper processing through administrative channels, provided that the sanctions for the offences are imposed by Town Councils, Traffic Departments and Regional Police Authorities:

- Identification
- Pleas
- Reversal Appeals

In addition if you should require it, the Company will provide the following written documentation:

- Pleas against the statement which informs the driver of the total loss of points.

Under no circumstances is the Company responsible for the resolution that, once the file is closed, the responsible administrations dictate.

Conditions to be fulfilled by the Insured

To process the guarantee, within seven days of receipt, the Insured must send any notification received from the sanctioning body, reliably indicating the date of notification to the Company, so that, on behalf of the contracting party, it can proceed to filing and formalising the corresponding written documents with the pleas against the sanctions imposed, which it considers to be most favourable in defence of the Insured's interests and within the terms and legal deadlines. When the Company does not receive such notifications from the Insured within the said period or the date of notification, it reserves the right to make, if it considers it appropriate, the corresponding statement of defence, although under no circumstances shall it be responsible for late submission and subsequent rejection on those grounds.

Communication with the Company must be carried out by calling a phone number established for this purpose, and must provide all the essential data, collaborate with as many clarifications and questions relating to the reported act as may be necessary, as well as provide the Company with the required documentation to be referenced to the Administration when the circumstances require it and always in the interests of ensuring the optimal defence for the Insured in the initiated administrative file.

If power of representation is required by the applicable legislation, the Insured is obliged to facilitate them, covering the costs themselves.

Not included in the coverage is:

- The payment, by the Company, of the financial amount for the penalties.
- The administrative appeal.
- The administrative arrangements to collect any kind of correspondence as well as the costs incurred.
- The management of penalties the Insurance Company has been informed of, with at least 2 calendar days' notice, prior to the expiry of the legal deadline to appeal them.
- Offences subject to criminal proceedings, or those committed abroad.

b) Driving-licence points

In the event of a total loss of driving licence points, the Company will reimburse the Ordinary Driver only, the amount of the mandatory course to regain lost points, as well as the corresponding exam fees, with an annual limit of €500 once proof of payment of the course has been provided.

Limitation:

- This provision will only be paid once in each coverage period. Only the loss of points that take place in relation to the insured car and for any reason which is not excluded in this Policy will be covered.
- The beneficiary shall have a period of 3 months from the time they have been notified in the declaration statement of the loss of validity of the driving permit or licence by the Provincial Traffic Department, to communicate to the Insurance Company of the aforementioned loss and to request the provision from the Company, even though it may not be able to take effect until at least 6 months from the said notification.

Not included in the coverage is:

- When the suspensions or loss of driving licence are decreed by a court.
- When it is the result of malicious acts or crimes against traffic safety.
- When at the time of the start of policy coverage the Insured had fewer than 8 points on their driving licence.
- When the last offence resulting in the loss of the licence had been committed prior to the start date of coverage of the policy.

- Payments for the 4 hour training courses which are required in case of failing the knowledge test in the first exam, as well as the new fees for the following exams, if applicable.

V. GENERAL EXCLUSIONS

- Those not expressly stated as covered by the policy.
- Those caused intentionally, with the car or to the car, by the Insured, unless the damage has been caused by a state of necessity or to avoid greater harm.
- Risks of an extraordinary nature covered by the Insurance Compensation Consortium.
- Those produced by a modification of the atomic structure of matter and its effects.
- Those that occur whilst the driver is intoxicated. Intoxication is deemed to exist when so determined by the regulations in force on the date of occurrence of the loss or, if in the sentence dictated against the driver it is stated that the circumstance of intoxication as a determining factor in causing and/or being a contributing factor to the accident.
- Those that occur when the driver is found under the influence of drugs, toxic or narcotic drugs, psychotropic drugs, stimulants or similar substances that alter the physical or mental state required to drive safely.
- Those occurring when the insured car is being driven by an unauthorised person, who lacks the corresponding permit or licence or has violated the sentence which has cancelled or withdrawn their licence, with the exception of the rights for the Insured arising from the coverage of theft when this is covered by the policy. However, in the case of driving school motor cars, insurance will also be valid when the car is being driven by students, provided that they are accompanied by a legally authorised driving instructor or under the direction and supervision of the said instructor.
- Those produced by the car whilst carrying out industrial work or transportation of persons or goods for commercial purposes.
- Those that occur when the provisions of the legal system with regard to obligations of a technical nature relating to the state of safety of the car have been violated as well as the obligation to wear a seat belt, helmet and other safety elements, requirements related with driving time and rest periods and number of passengers, weight and measurement of items or animals that may be transported or the way in which they are transported.
- Those that occur when the insured car is being used to participate in races or competitions or in their preparatory tests.
- Those that occur when the insured car is being used to participate in wagers or challenges or in notoriously dangerous or criminal acts.
- Those that occur when the insured car is located inside port enclosures and airports and take-off or landing areas of any type of aircraft.
- Those occurring as a result of driving the car through areas which are not suitable for this purpose.
- Death by suicide or diseases and injuries resulting from an attempted suicide, as well as any damage caused intentionally by the Insured to themselves.
- Those arising due to breakdowns or lack of maintenance of the car.
- When the driver of the insured car causing the accident is sentenced for the offence of "failing to provide assistance".
- Those occurring when the insured car is being driven by a person under the age of 25, unless they are expressly named as a driver in the Specific Conditions of this policy.
- When the damage is caused as a result of acts of terrorism.
- When the damage is caused in bad faith on the part of the Insured, as well as when they make a simulation or deliberately misleading declaration in the loss, without prejudice to the liability of another order where appropriate.
- Those which affect or may arise from the trailer or caravan being towed by the insured car. This exclusion does not affect the compulsory and voluntary civil liability insurance guarantees, provided that the said trailer or caravan has an AMW of less than 750 kg.

In any case, the Company shall be released of its obligation to pay the compensation and any other provision if the loss has been caused in bad faith on the part of the Insured or authorised driver, as well as if a simulation or deliberately misleading declaration has been made in the loss, without prejudice to the liabilities of another order where appropriate.

VI. REGULATIONS

1. INSURANCE PREMIUM

1.1. Premium payment

The Policy holder is obliged to make the first payment premium of the premium upon concluding the contract. Subsequent premiums of the premium must be paid on the corresponding due dates.

If during the validity of the contract, the object of the risk should cease to exist, the Company has the right to the unused proportion of the premium and the Policyholder must make the remaining payment bills until the end of the contract period.

The premiums shall be paid by direct debit, from the account designated by the Policyholder when contracting the Policy, and that appears in the Specific Conditions.

1.2. Consequences of non-payment of the premium

If the insurance Policyholder or the Insured fails to make the first payment premium of the premium, or the single premium has not been paid on its due date, the Company has the right to terminate the contract or to demand payment of the premium due on the basis of the policy. In any case, the Company shall be released from its obligation.

In the event of non-payment of one of the following premiums after the first one, the Company's provision of coverage shall be suspended for one month after the due date of the payment.

If the contract has not been terminated or cancelled in accordance with the preceding paragraphs, the coverage will take effect again twenty-four hours after the day on which the Policyholder paid the outstanding premium.

1.3. Declaration of the risk

Before concluding the contract, the Policyholder has the obligation to declare to the Insurance Company, in accordance with the questionnaire carried out by telephone or by electronic format, all known circumstances that may influence in the risk assessment.

The declarations made by the Policyholder in response to the questionnaire conducted by telephone or electronically, are reflected in the Specific Conditions document that forms part of the Policy.

If an error has been recorded in the policy, the Policyholder has one month from the date of receipt of the policy documents, to correct any discrepancies. If no protest is made within the aforementioned period, the provisions of the Policy will be binding.

1.4. Authenticity of the declarations

The Insurance Company may cancel the Policy by writing to the Policyholder within the period of one month of becoming aware of the inaccuracies in the statements made by the Policyholder.

From the moment in which the Insurance Company makes this declaration, it will be entitled to the premiums corresponding to the current period, unless fraud or gross negligence has been committed on its part.

If a loss occurs before the Insurance Company has made the declaration referred to in the preceding paragraph, the provisions of the latter shall be reduced proportionally with the difference between the agreed premium in the policy and that which would correspond according to the true magnitude of the risk.

If the inaccuracy has occurred through fraud or gross negligence of the Policyholder, the Insurance Company will be released from its obligation to pay for the provisions of the Policy, except those relating to the Compulsory Civil Liability coverage, in which case it will be able to claim back any payments made from the Policyholder.

2-. DURATION OF THE CONTRACT

The duration of the policy will be that which appears in the Specific Conditions.

The parties may oppose the extension of the policy by writing to the other party, within a period of at least one month prior to the conclusion of the current insurance period, when the party opposing the extension is the Policyholder and two months when it is the Insured.

2.1. Decrease of the risk during the validity of the contract

The Policyholder or the Insured may, during the course of the contract, inform the Insurance Company of all the circumstances that reduce the risk and are of such a nature that if they had been known by the latter at the time of concluding the contract, it would have been executed with more favourable conditions for the Policyholder.

In this case, at the end of the current period covered by the amount, the amount of the cost of future premiums must be reduced by the corresponding proportion, with the Policyholder otherwise having the right to terminate the contract and to a refund of the difference between the premium paid and the amount that would have been payable from the time that the decrease in risk was made known.

2.2. Aggravation of the risk during the validity of the contract

Differences arising throughout the contract period with regards to the special and specific conditions and which were integrated at the start of the policy, will be understood to be amendments to the policy; changes to the car, with regards to the factory version, which may affect its stability, power, structure, bodywork or paintwork.

During the validity of the contract, the Policyholder or the Insured shall inform the Insurer, as soon as possible, of the alteration of any factors and circumstances stated or previously declared and/or extracted from the questionnaire and/or covered in the special and specific conditions which may aggravate the risk and are of such a nature that, had they been known to the Insurer at the time of concluding the contract, it would not have entered into the agreement or it would have done so under more stringent conditions.

2.3. Rights of the Company regarding the aggravation of risk

The Company may propose an amendment to the contract conditions within a period of two months from the date on which the aggravation has been declared. In such a case, the Policyholder has fifteen days after receiving this proposal, to accept or reject it.

In the case of rejection or no answer from the Policyholder, the Company may, once the said period has elapsed, cancel the previous contract giving prior warning to the Policyholder, and providing a new period of fifteen days to answer, after which, and within the following eight days, the Policyholder will be informed of the final cancellation of the contract.

The Company may also terminate the contract, notifying the Insured in writing within one month from the date it became aware of the aggravation of the risk.

2.4. Consequences of not informing the Company of the aggravation of the risk

If a loss should occur without the Policyholder having declared aggravation of the risk, the Insurance Company shall be exempt from its obligation to provide compensation if the Policyholder or Insured has acted in bad faith. Otherwise, the Company's compensation will be reduced proportionally to the difference between the agreed premium and that which would have been applied had the true nature of the risk been known.

3-. LOSSES

3.1. Procedures in the case of a loss

In the event of a loss, the Policyholder must inform the Insurance Company and give all the information relating to this, as soon as possible

and always within 7 days of becoming aware of the incident producing the claim. In the case of non-compliance, the Insurance Company may claim damage caused by failure to comply with this obligation, unless it can be proven that it had gained knowledge of the loss by other means. The Insured must use the means available to reduce the consequences of the incident producing the loss. Non-compliance with this duty will entitle the Insurance Company to reduce its provision in an appropriate proportion, taking into account the importance of the damage arising thereof and the degree of blame assigned to the Insured.

If this non-compliance was deliberate and with intent to harm or deceive the Insurance Company, the latter shall be released from the obligation to provide any compensation arising from this loss.

The Insured must also preserve the remains and traces of the loss until the valuation of damage has been completed, except when it can be shown that this is physically impossible.

3.2. Payment of compensation

The Insurance Company is obliged to pay the compensation immediately, once the necessary investigations and assessments to verify the existence of the loss and its scope have been made and, where appropriate, the amount of the damage resulting from the claim.

In any case, the Insurance Company shall pay the minimum amount of what may be due, according to the circumstances known, within 40 days of receipt of the declaration of the loss producing the claim.

If, within a period of 3 months from the loss occurring, the Insurance Company has not carried out the repairs to the damage or compensated the amount in cash, for an unjustified cause which is attributable to the Company, the amount of compensation shall be increased by the interest rate stipulated by law at all times.

3.3. Correspondence in the event of a rejection of the loss

When the Insurance Company decides to reject a loss based on the rules of the Policy, it must do so in writing to the Insured within 10 days from the date on which it has become aware of the cause on which the rejection is based, expressing the reasons for the said rejection.

If appropriate, the rejection of a loss after having made payments regarding the said incident or having guaranteed its consequences, the Insurance Company will be able to claim back the amounts paid to the Insured or sums that may have been paid as a surety.

3.4. Expert Appraisal Procedure

In accordance with that established in article 38 of the Insurance Contract Law, if the parties, within a period of 40 days from the declaration of the loss, cannot reach an agreement on the causes or the assessment of the damage that affects the compensation, each party will proceed to appoint an expert, who must put their acceptance in writing.

If one of the parties does not appoint anyone, they shall be obliged to do so within a period of 8 days from the date on which it is requested by the party who has appointed their expert. If the said party fails to do so within this period, it will be understood that it accepts the expert opinion issued by the other party. In the event that the experts reach an agreement, this will be reflected in a joint report which shall set forth the causes of the loss, the valuation of the damage and any other circumstances which may influence the determination of compensation.

If, however, the experts fail to reach an agreement, the legislation requires that a third expert is appointed. This means that both parties shall appoint, by mutual agreement, a third expert. If there is no agreement on the appointment of the third expert, one can be appointed as provided by the applicable legislation. In these cases, the expert opinion will be issued within the specified period by the parties or, failing that, in the 30 days following the acceptance of the appointment, by the third expert.

Each party will pay for the fees of the expert they have appointed; as regards the third expert, and other costs incurred in the expert valuation, each party will pay for 50% of the costs.

VII- SETTLEMENT OF LOSSES

1- VALUATION OF DAMAGE

The Company will appraise the damage according to the cost of the materials, parts or paintwork, and the labour to carry out the repair or replacement, as well as the Value Added Tax, provided that this is not recoverable by the Insured. The parties shall come to an agreement on the amount and form of compensation, the Insured shall pay the agreed sum or carry out the necessary operations to replace the insured item. Compensation for these concepts may not exceed the market value of the car.

2- EVALUATION OF THE COMPENSATION

For the settlement of the compensation of the guarantees of the car (Breakage of windscreens, Theft, Car fire, Own damage to the car) the following rules will be taken into account:

Excess

If you have contracted an insurance that includes an Excess. The Excess in the Policy shall be deducted from the total cost of repairs or compensation. The Excess does not apply when the affected guarantee is exclusively that of theft, fire, windscreens or damage to the car caused by animals. It also does not apply to non-standard declared accessories which are not part or the make of the car declared according to the definition in this Policy.

Partial loss

In the event of a claim for partial loss, the compensation will be 100% of the cost of repairing of the car.

Total loss

The Insurance Company will consider that there is total loss when the amount quoted for the repair exceeds 100% of the market value of the car.

In this case the owner of the insured car shall be paid a sum of compensation depending on the time elapsed since the date of the car's first registration, from which the value of the scrapped car will be deducted, which will remain the property of the Insured, and which will be

calculated as follows:

- if the car is less than two years old, from its first registration, 100% of the value as new will be compensated.
- if the car is in the third year since its first registration the compensation will be the market value plus 15%.
- If the car is in its fourth year or older, the compensation will be the market value.

Tyres

Tyres will be compensated at 80% of their value as new, except in cases of an accident with another identified car, in which case 100% compensation will be awarded.

Non-standard declared accessories

The non-standard declared accessories, which are not part of the build, will be compensated for their values as new up to the limit guaranteed in the Specific Conditions of the Policy.

Fixed accessories which are part of the original car make

Fixed accessories which are part of the original car make, will be compensated for their value as new, and are affected by the Excess (if the contract includes excess), except with regards the guarantee of theft.

Abandonment

The Insured cannot abandon the lost goods at the expense of the Company.

Advances of compensation

The Insurance Company may provide an advance payment to the owner for the compensation for damage caused to the insured car when the Insurance Underwriter of the person responsible for the accident has duly communicated its consent to pay.

3- RIGHT OF RECOURSE

Once the compensation has been paid, the Insurance Company will be able to reclaim:

- Against the driver, owner and the Insured of the car causing the loss, if the material and personal damage are due to driving under the influence of alcoholic beverages, toxic or narcotic drugs or psychotropic substances, or if the material and personal damage caused may be due to the fraudulent conduct of any of the above-mentioned parties.
- Against the third party responsible for the damage.
- Against the Policyholder or Insured on grounds provided for in the Insurance Contract Law and in accordance with this Contract, in the event of the car being driven by someone who does not have a driving licence or which is not valid under Spanish laws or who has violated the sentence which has cancelled or withdrawn their licence, and when they fail to comply with the technical legal obligations regarding car safety.
- In any other case in which such a recourse could be applied in accordance with the laws.

VIII- INSURANCE COMPENSATION CONSORTIUM

Clause for indemnification by the Insurance Compensation Consortium against losses arising from extraordinary events that occur in Spain.

In accordance with the provisions of the consolidated text of the legal Statute on Insurance Compensation Consortium approved by Royal Decree 7/2004 dated 29 October, the Policyholder of an insurance contract which must include a surcharge for the said public company may agree the cover of extraordinary risks with any insurance company which meets the conditions required under current law.

The compensation resulting from accidents produced by extraordinary events occurring in Spain, and which affect risks located therein, and, in the case of personal damage, also occurring abroad when the insured party has their habitual residence in Spain will be paid by the Insurance Compensation Consortium when the policy holder has paid the corresponding fees in its favour and when one of the following situations has occurred:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy with the Insurance company.
- b) That, even when covered by the aforementioned policy, the obligations of the insurance company cannot be fulfilled because the company is in receivership or is subject to a process of dissolution or is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with the provisions of the above legal statute, in Act 50/1980 dated 8 October, on Insurance Contracts, in the Insurance Regulations on extraordinary risks approved by Royal Decree 300/2004 dated 20 February and supplementary provisions.

Summary of legal regulations

1. Extraordinary events covered

- a) The following natural phenomenon: earthquakes and seaquakes, extraordinary flooding (including sea storms), volcanic eruptions, atypical cyclonic storms (including gusts of wind over 120 km/h and tornadoes) and meteorites.
- b) Those caused violently as a result of terrorism, rebellion, uprisings and civil commotion.
- c) Acts by the Armed Forces of Security Forces in peacetime.

Atmospheric and seismic events, volcanic eruptions and falling meteorites must be certified, at the request of the Consortium of Insurance Compensation, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies in the matter. In cases of events of a political or social nature, and in the event of damage caused by events or actions of the Armed Forces or Forces or Security Forces in peacetime, the Consortium of Insurance Compensation may seek information on the events from the competent judicial and administrative organs.

2. Risks excluded

- a) Those that do not qualify for compensation under the Insurance Contract Law.
- b) Those caused to the insured goods under the insurance contract other than those in which a surcharge is required for the Insurance Compensation Consortium
- c) Those due to an inherent defect of the insured object or its manifest lack of maintenance.
- d) Those caused by armed conflict, even in the absence of an official declaration of war.
- e) Those caused by nuclear energy without detriment to the provisions of Act 12/2011 dated 27 April on nuclear energy on civil liability for nuclear damages or damages caused by radioactive materials. Notwithstanding the above, all the direct damage caused in an insured nuclear plant when it is the result of an extraordinary event affecting the plant itself is considered included.
- f) Those due to the mere passing of time and in the case of goods that are permanently totally or partially submerged, those attributable to the effect of waves or ordinary currents.
- g) Those caused by natural phenomena other than those detailed in article 1 of the above and especially those caused by the rising of ground water, mountainside movements, sliding or settling of land, falling rocks and similar phenomena unless manifestly caused by the action of rainwater which in turn has caused in the area extraordinary flooding and were to occur simultaneously with said flooding.
- h) Those caused by commotions during the course of meetings and demonstrations carried out in accordance with the provisions of Act 9/1983 dated 15 July, governing the right to reunion as well as during the course of legal strikes, unless the said acts were to be qualified as extraordinary events in accordance with article 1b) of the above.
- i) Those caused by bad faith on the part of the insured.
- j) Losses caused by natural phenomena damaging property or causing financial loss when the issue or effective date of the policy, if later, is no earlier than seven calendar days of the date on which the claim occurred, unless the impossibility of contracting the insurance at an earlier date because of lack of insurable interest can be demonstrated. This grace period shall not apply in the case of replacement of the policy, in the same or another entity, without interruption, except for the part that was subject to increase or new coverage. Nor does it apply to the part of the insured capital resulting from the automatic revaluation under the policy.
- k) Those corresponding to losses occurring before payment of the first premium or when, under the Insurance Contract Law, the cover of the Insurance Compensation Consortium is suspended, or the insurance is terminated due to non-payment of the premiums.
- l) In the event of damage to the property, the indirect damages or losses resulting from direct or indirect damages other than limited pecuniary losses compensable in the Insurance Regulation on extraordinary risks. Specifically, damages or losses suffered as a result of a cut or alteration to the exterior electrical supply, combustible gases, fuel, diesel or other fluids, nor any other indirect damages or losses other than those cited in the previous paragraph are not covered, even if these alterations are the result of a cause included in the extraordinary risk coverage.
- m) Losses whose magnitude and gravity are classified by the National Government as a "national catastrophe or calamity".
- n) In the case of civil liability in motor vehicles, personal damages resulting from this coverage.

3. Deductible

I. The deductible payable by the Insured shall be:

- a) In the case of direct damage in policies against damage to objects, the deductible payable by the Insured shall be 7 percent of the amount of the damage caused by the loss which gives rise to the indemnity. However, no deduction shall be made for any damage affecting housing, communities of home owners, or vehicles that are insured by auto insurance policy.
- b) In the case of pecuniary loss cover, the deductible payable by the insured shall be the policy provisions regarding time and amount for damage resulting from ordinary loss of profit. If there are several deductibles to cover ordinary claims for loss of profits, those for the primary coverage shall apply.
- c) When the Insurance Compensation Consortium establishes a combined deductible for damages and lost profits in a policy, material damage will be settled after the corresponding deduction has been applied in compliance with the provisions of the preceding paragraph a), and loss of profits produced after deduction as established in the policy for the primary coverage, minus the deductible applied in the settlement of property damage.

II. In personal insurance there will be no deductions.

4. Scope of the cover

1. The extraordinary risk coverage will cover the same property or people, as well as the same insured sums that have been established in the insurance policies for the coverage of ordinary risks.
2. Notwithstanding the foregoing:

a) In those policies covering damage to motor-vehicles, the coverage of extraordinary risks by the Insurance Compensation Consortium will guarantee all the insurable interest even though the ordinary policy does so only partially.

b) Where land automobiles only have a third-party liability policy, coverage of extraordinary risks by the Insurance Compensation Consortium will guarantee the vehicle's value in the state it was immediately before the claim occurred, according to the generally accepted market purchase price.

Communication of loss to the Insurance Compensation Consortium

1. The request for damages whose coverage corresponds to the Insurance Compensation Consortium must be communicated to the Consortium by the policyholder, the insured or the beneficiary of the policy, or by anyone acting for and on behalf of the above, or by the insurer or the insurance intermediary who manages the policy.

2. Damages can be communicated and information on the procedure and the status of claims processing can be obtained by:

– By calling the Insurance Compensation Consortium Call Centre (900 222 665042 or 952 367 042)

– Through the Insurance Compensation Consortium website (www.consorseguros.es).

3. Valuation of the damages. The appraisal of the loss that can be compensated in compliance with the insurance laws and the content of the policy shall be made by the Insurance Compensation Consortium, without the latter being bound by the assessments which the insurance company may have made which covered the ordinary risks.

4. Payment of the indemnity The Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

IX- LEGAL DEFENCE, POSTING SURETIES AND CLAIMS

1- LEGAL DEFENCE AND POSTING OF SURETIES

The Insured, Owner, Policyholders and Driver of the car, as defined in the General Terms and Conditions are included in this coverage.

The Company guarantees the payment of costs incurred for Assistance and Legal Defence of the Policyholder in any judicial, administrative or extra-judicial procedure arising from a traffic accident in which the insured car was involved. Similarly, it also ensures the deposit of sureties in criminal cases, for the payment of costs or provisional release, for any of the Insured arising from a traffic accident.

The Company shall designate and will pay the cost of professionals to carry out the guaranteed legal defence with an unlimited insured sum. However, the Insured may appoint a professional of their choice for their defence, in criminal cases which may result in personal allegation charges, in which case professional fees shall be determined in accordance with those provided by the respective Professional Bar Associations and up to a maximum of €1500, with any difference being at the Policyholder's own cost.

The payment of fines or compensation for costs arising from sanctions imposed on the Insured are not covered.

2- CLAIMS FOR DAMAGES

In addition to those already mentioned for the Legal Defence guarantee, any passenger of the insured car is also considered Insured.

The Company guarantees amicable or legal claims for damage to third parties on behalf of the Insured. For this purpose the Company shall designate the professionals responsible to pursue the judicial or extra judicial claim. The fees for these professionals shall be covered by the Company. For its part, the Insured shall grant them powers and make the necessary appointments.

Similarly, the judicial claim for damage to the trailer or caravan when the following conditions are met:

- The Authorised Maximum Weight of the trailer or caravan does not exceed 750 kg.
- The trailer or caravan's number plate matches the car's number plate.
- That the trailer is attached to the car at the time of the loss. Likewise, the Insured shall provide the Company with bills, costs receipts, as well as justifications for the claim. In extending this coverage, in the case of any of the following Insured: the Owner, Policyholder or Driver of the car, may choose to appoint professionals responsible for pursuing the claim, the costs of these professionals will be reimbursed, up to €1500 when an amicable settlement has not been achieved through the resources provided by the Company and the Insured proceeds to pursue the claim at their own cost. This extension of coverage does not therefore cover the passengers of the insured car.

If a final sentence is pronounced, in which the Insured is awarded compensation for material damage caused to the identified car and such a sentence cannot be executed due to the insolvency of the convicted person(s), the Company guarantees the Insured the payment of such compensation, up to a maximum limit of €1200. If there are seizable assets which do not cover the total amount of compensation, the Company will be responsible for the difference, up to the limit expressed above. This guarantee shall only take effect in the event that the material damage suffered by the car is not covered by any insurance policy or by the Consortium. In any case, the amounts that can be obtained by charging the convicted person(s) through the final sentence will be applied, in the first instance, as compensation for the material damage suffered by the insured car.

3- EXTENDED INSURANCE COVERAGE FOR LEGAL DEFENCE, POSTING OF SURETIES AND CLAIMS

The Insured, Owner, Policyholders, Ordinary driver and Occasional driver of the car, as defined in the General Conditions which regulate this contract are included in this coverage.

When the car is a privately used car, the aforementioned guarantees are extended to accidents suffered by the Insured, as a pedestrian or

passenger in any publicly or privately used car, within the territorial scope provided for in article 2 on General Matters.

The aforementioned coverage does not include, in addition to those indicated in section V-. General Exclusions: Sureties and legal defence arising from a loss which is not covered by the guarantees for civil liability for motor cars.

4. APPOINTING A LAWYER / COURT REPRESENTATIVE

The Owner, Policyholder or Driver of the car is entitled to appoint their own Lawyer and Court Representative. The Company must be notified immediately of this so that it can ensure the corresponding payments can be made.

This ability to freely appoint legal representatives may not be exercised when those specifically cited are involved in taking actions against BanSabadell Seguros Generales, Sociedad Anonima de Seguros y Reaseguros for contractual differences.

If the Insured appoints a Lawyer and/or a Court Representative proposed by the Company, the latter shall cover all of the professional fees, duties and legal costs that they may accrue. If the choice was awarded to another Lawyer or Court Representative, the Company will assume the payment of the Lawyer's honorarium according to the rules of the professional bar association to which they belong, or failing that, of the Bar Association of Barcelona, and the payment of the fees due to the Court Representative for the applicable tariff and the court fees up to a maximum limit for all concepts of €1500 per loss with any differences being at the Insured's own cost.

The designation of Lawyer who is licensed in the jurisdiction where the proceedings are to be held based on the insured provision. This rule also applies for the choice of the Court Representative in cases where their intervention may be necessary. Once both professionals have been appointed, they shall have complete freedom in the technical instruction of the matter in litigation, without having to depend on instructions from the Company, without prejudice to the provisions set out in point 2 and paragraphs 5 and 6 of this article.

The Company shall not be held liable for the actions of the appointed Lawyer or of the Court Representative, nor for the results of the case in which they are involved.

5. INTERVENTION OF OTHER PROFESSIONALS OTHER THAN THE LAWYER AND COURT REPRESENTATIVE

Whenever necessary, in accordance with the provisions of the policy, the intervention of a professional or a qualified specialist, Doctor, Engineer, Notary, Architect or Expert, and their corresponding service shall be covered up to a maximum amount of €1000 per loss.

6. JUDICIAL INTERVENTIONS

The Insured or Policyholder shall cooperate with the Company in the provision of information and the investigation of the loss.

7. THE RIGHT TO INFORMATION OF THE INSURED ABOUT ARBITRATION

The Insured shall have the right to submit to arbitration any differences that may arise between them and the Insurer regarding the insurance contract. The cost of exercising such rights is not subject to cover under any section of the contract, taking into account that this clause is intended to facilitate the rights of information covered in the Law 50/1980 of the Insurance Contract Law, 8 October (article. 76 e).

Under no circumstances can the appointment of arbitrators be made before the matter in question comes up in dispute.

8. EXCLUDED PAYMENTS

Under no circumstances will the following items be covered:

- Compensation, fines or penalties which the Insured is convicted for.
- Taxes or other fiscal payments arising from the presentation of public or private documents to Government Agencies.
- Costs that come from an accumulation or legal counter-claim when relating to matters not included in the guaranteed coverage.
- Bar licensing costs or authorisation of the lawyer when they do not belong to the Bar Association in the jurisdiction where the proceeding is to be held, or for their travel and accommodation expenses and their subsistence allowances.



Blink
Car Insurance

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