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General Conditions

CAJA DE SEGUROS REUNIDOS

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

Registered address: Avenida de Burgos, 109 - 28050 Madrid (Spain)

www.caser.es

Entered in the Companies Registry of Madrid
General volume 2245 - Sheet 179 - Section 8 - Page M-39662, Entry A 435
CIF: A 28013050

Mod.: K0000027-L

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CONTENT

GENERAL INSURANCE CONTRACT CONDITIONS

PRELIMINARY ARTICLE

The content of this policy, in compliance with Article 25.2 of Spanish Royal Legislative Decree 6/2004, of 29 October, by means of which the revised text of the Law on Private Insurance is approved, is adapted to the said Law, to its Regulation (Royal Decree 2486/1998) and the Insurance Contracts Act of 8 October 1980 (Act 50/80), to Royal Legislative Decree 8/2004, dated 29 October, approving the revised text of the Civil Liability and Motor Vehicle Insurance Act and Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles.

I. DEFINITIONS

In this contract,

1. INSURER means: CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S. A., hereinafter the Insurer, whose registered office is on Avenida de Burgos, 109, 28050 Madrid – Spain, who assumes the coverage of the contractually convened risks by collecting the corresponding premiums. Their activity is controlled and supervised by the Department for Insurance and Pension Funds of the Spanish Ministry of Finance and the Treasury.

2. POLICYHOLDER means: The natural or legal person who, with the Insurer, enters into this contract and assumes the obligations therein, except for those which, due to their nature, are to be met by the Insured.

3. INSURED means: The natural or legal person, holder of the interest that is the object of the insurance, who shall assume the obligations herein in the absence of the Policyholder.

4. OWNER means: The natural or legal person who is the official owner of the vehicle insured hereby.

5. BENEFICIARY means: The natural or legal person who holds the right to compensation.

6. DRIVER means: The people or person who have a driver's permit and were authorised to drive the vehicle by the Insured or the owner of the vehicle, and who were driving the vehicle, or had it in their custody or were responsible for it at the time of the claim.

It shall be construed that the vehicle was only driven by the people or person named in the Special Conditions, and whose stated characteristics are the base for calculating the premium.

7. POLICY means: The document that contains the terms and conditions of the insurance. They are an integral part of the policy: The General Conditions, the Particular

Conditions that individualize the risk; the Special Conditions, if pertinent, and the Supplements or Schedules that are issued with the policy to complement or modify it.

8. SUM INSURED OR MAXIMUM COVER means: The maximum sum to be compensated per claim in each type of insurance.

9. EXCESS means: The expressly convened sum that will be deducted from the compensation for each claim and that will be paid by the Insured.

10. INSURED VEHICLE means: The automobile vehicle, with its standard and optional elements and/or trailer, where appropriate, as described in the insurance's Specific Conditions.

11. THE STANDARD AND/OR OPTIONAL ELEMENTS are defined below:

– Standard elements shall mean the elements that are always included in that vehicle model by the manufacturer at no extra cost, and without which the vehicle cannot be purchased on the market.

– Optional elements shall mean any elements that are expressly requested by the purchaser of the vehicle or that are included by the dealer or the seller as an extra, either as a gift or an offer.

Any optional elements are to be stated in the Specific Conditions, with their literal description.

12. PURCHASE VALUE means: The sum paid by the owner, according to the sales receipt, to purchase the insured vehicle, including the surcharges and taxes that make the vehicle apt for being driven on public roads, unless they are tax deductible for the owner. This price only includes the vehicle's standard elements and the optional elements that are expressly described in the Specific Conditions.

13. MARKET VALUE means: The sales value of the insured vehicle, immediately prior to the claim. The said market value shall be established according to the price of a vehicle with identical features, condition and age on the "second hand" car market, taking as basis those published in the statistics bulletin for the quarter corresponding to the date on which the claim occurs, published by the Spanish National Association of Motor Vehicle Vendors and Repair and Spare-parts Dealers [Asociación Nacional de Vendedores de Vehículos a Motor, Reparación y Recambios], commonly referred to as "GANVAM White Paper" or "GANVAM Sales Values", or in similar publications that may replace the former, applying the corresponding corrections if the vehicle can be inspected.

14. FIRST LOSS means: The maximum limit of compensation for a claim shall be the value given in the Specific Conditions. For new coverage after a claim, the premium will need to be reinstated on a proportional basis until it next expiry date.

15. PREMIUM means: The price of the insurance. In addition, the premium receipt shall include any surcharges and taxes required by law.

The premium is defined according to the principle of free competition on the insurance market. It may be modified to allow the Insurer to pay the series of obligations that arise from the insurance contract.

16. CLAIM means: Any event, the consequences of which are warranted by one of the insurance types.

All of the damages resulting from the same event shall be construed as a single claim.

17. BODILY INJURY means: The bodily injury or death of natural persons.

18. PROPERY DAMAGE means: The damage, deterioration and destruction of objects, as well as injury to animals.

19. TOTAL LOSS means: That the cost of repairing the claimed vehicle exceeds 75 percent of its market value or, where appropriate, its purchase value, where such a warranty is applicable.

20. UNLAWFUL REMOVAL means: The offence of theft, purloin, or theft and purloin of vehicle use as defined in the Spanish Criminal Code, whether the offence was accomplished or attempted.

21. MOTOR VEHICLE: Motor vehicle shall mean all vehicles suitable for driving on land and driven by an engine, including motorcycles, special vehicles, trailers and semitrailers, which require administrative authorisation to be driven on roads pursuant to that established in the legislation relating to traffic and road safety. For the interpretation of the concepts included in this definition, the provisions of Royal Decree 2822/1998, dated 23 December, approving the General Vehicle Regulations shall be applicable, as well as any other regulations that complement or modify the aforementioned.

22. DRIVING EVENT means: Driving events are construed as claims caused by the risk of driving motor vehicles in garages and parking areas as well as along public roads and land suitable for traffic, whether they are urban or long-distance, and along roads or land that are commonly used although they are not public.

Accidents that are due to driving motor vehicle at sports contests in special circuits shall not be construed as driving events.

Likewise, accidents that occur during the performance of industrial and agricultural tasks with motor vehicles specially designed for that purpose shall not be construed as driving events, without prejudice to paragraph one of this definition, when said vehicles, travelling on the roads or land mentioned in said paragraph, were not carrying out their normal industrial or agricultural activities. In the field of vehicle distribution logistics processes, industrial activities are construed as loading, unloading, storage and other operations necessary for handling vehicles considered as goods vehicles.

Likewise, using a motor vehicle with the malicious intent of committing an offence against people and property with shall not be considered a driving event. In all cases, the use of a motor vehicle in any of the ways described in the Spanish Criminal Code as an offence against traffic safety shall be construed as a driving event, including the event envisaged in Article 382 of the Spanish Criminal Code.

23. USUAL DRIVING AREA means: For the effects of the premium that is applicable to the contract, the usual driving area is the area where the insurance driver described in the Specific Conditions resides.

24. THEFT OF THE ENTIRE VEHICLE means: When, in the event of theft, purloin or looting the insured vehicle, it has not been recovered before forty days have elapsed from the date of the report to the Insurer.

The date on which the insured vehicle is recovered shall be construed as the date on which the competent authority recovers the said vehicle.

25. CATEGORY ONE VEHICLES means: This category includes vehicles with four or more wheels, provided their total weight, including useful load, is 3,500 kg or less, with exception to quads.

26. CATEGORY THREE VEHICLES means: Two and three-wheel vehicles: scooters, three-wheeler vans, motorcycles, mopeds, and similar vehicles. This category also includes quads.

27. PERSONAL BELONGINGS means: Objects found inside the insured vehicle that are the property of the Insured and the Insured can prove it.

II. INSURANCE TYPES

The Insurer hereby assumes coverage of the claims described below and which have been expressly convened in the Specific Conditions, with the limits and for the motor vehicle or vehicles described therein:

TYPE ONE: COMPULSORY CIVIL LIABILITY (Article 34) AND VOLUNTARY CIVIL LIABILITY (Article 35).

TYPE TWO: DAMAGE TO THE INSURED VEHICLE, FIRE INCLUDED (Article 36), THEFT OF THE VEHICLE (Article 37), WINDSCREEN BREAKAGE (Article 38), AND BODILY ACCIDENTS (Article 39).

III. TERRITORY

1. Compulsory insurance, Type One, which is regulated by Article 34 of this policy, shall take effect in the European Economic Area and the rest of the countries that signed the Inter-Bureau Agreement (Green Card Agreement), pursuant to Article 4 of Spanish Royal Legislative Decree 8/2004 of 29 October, by means of which the revised text of the Law on Civil Liability and Motor Vehicle Insurance is approved, and in Article 6, Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles.

2. Coverages of Type One, detailed in Article 35, and coverages of Type Two detailed in Articles 36, 37, 38 and 39, if they appear in the policy's Specific Conditions as having been contracted, shall be valid in:

- Spain and the remaining European Union.
- The other countries that signed the Inter-Bureau Agreement (Green Card Agreement) and that appear on the Insurance's International Certificate.
- Andorra, Gibraltar, Liechtenstein, Monaco, San Marino and the Vatican City.

ARTICLE 1 – GENERAL EXCLUSIONS AND RIGHT OF RECOVERY

I. GENERALLY EXCLUDED RISKS

The appropriate exceptions to the Compulsory Civil Liability coverage, without prejudice to the Insurer's right of recovery against the Driver or the Insured.

In addition to the specific exclusions described in the different types of insurance, in general the Insurer does not cover the consequences of the following:

a) Loss to the vehicle caused knowingly by the Policyholder, the Insured, the driver, the owner and their families, unless the damage was caused to avoid a worse situation.

b) Loss due to flood, earthquake, volcanoes, atypical cyclones, falling sidereal bodies and aerolits, terrorism, riots, popular uprisings, peacetime events and operations of the Armed Forces or Security Forces and Corps, civil or international war, unruly behaviour during meetings, demonstrations and strikes, and events declared a "national catastrophe or calamity" by government authorities.

c) Loss due to changes to the material's atomic structure, its thermal, radioactive or other reactions, and the artificial acceleration of atomic particles.

d) Loss caused by drunk driving or driving under the influence of drugs, narcotics and psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.

e) Loss caused when the insured vehicle is driven by a person who does not hold an appropriate driving licence, or whose driving licence has been annulled or taken away due to a conviction or an administrative penalty, except for the rights that assist the Insured in the event of loss due to theft and the policy covers theft.

f) When drivers of a vehicle insured by the Insurer cause an accident, whether or not they are convicted for the offence of "hit and run". This exclusion shall not cover the owner of a vehicle when the driver is paid by the owner, without prejudice to the Insurer's right of recovery against the said driver.

g) Loss due to theft, purloin or theft and purloin of usage of the insured vehicle. If the vehicle is covered by policy Type Three, the provisions of Article 37 shall be followed.

h) Unless otherwise convened, any loss caused by any type of motor vehicle that performs industrial or agricultural work, if the accidents occur in the course of such industrial or agricultural work and are not a direct consequence of driving such vehicles.

i) Loss that arises when the Policyholder, the Insured or the driver have infringed a regulation regarding regular check-ups, the number of people being transported, weight, the vehicles authorized load or dimensions, the objects or animals that may be transported or the way in which this is done, providing that the infringement was the direct or indirect cause of the accident or of its consequences if it was a vehicle that was not officially authorized for transporting people.

j) Loss occurring when the insured vehicle takes part in bets, challenges and sports events.

k) Loss occurring when the insured vehicle is used as an instrument to knowingly commit an offence or a crime against people or property.

In all cases, the Insurer shall be free from the compensation payment and any other benefit, if the loss was due bad faith on the part of the Policyholder, the Insured, and the owner, the driver authorized by them, or any of their relatives. Likewise, the Insurer shall be held free if there was a false intention or falsehood in the claim report, without prejudice to any other pertinent liabilities.

II. RISKS EXCLUDED UNLESS OTHERWISE CONVENED

The policy does not cover the consequences of the events described below unless they are expressly included in the Specific Conditions and the corresponding surcharge has been paid:

- Loss caused when an insured vehicle's takes part in races and contests, and in the preparations for such events.

- Loss caused by leaving the insured vehicle on airport property, even sporadically, and at seaports in the case of vehicles that normally travel around at such ports, except when the organisation that manages these facilities requires specific insurance be taken out in order to travel around said facilities.

III. RIGHT TO ACTION FOR RECOVERY

After they have paid compensation, the Insurer may take action for recovery:

1. Against the driver, the owner of the vehicle that caused the accident and/or the Insured, if the damage was due to the wilful behaviour of either of the latter, to drunk driving, or driving under the influence of drugs, narcotics or psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver

is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.

2. Against the third party who caused the damage.

3. Against the Policyholder or the Insured, for the motives established under the Insurance Contract Act and against the owner or the driver, for motives derived from the insurance contract.

4. On any other occasion in which action for recovery could be taken according to law.

ARTICLE 2 – PROVISIONS FOR POLICY TYPES ONE

1. Obligation to inform

The Policyholder or the Insured shall notify the Insurer of any court and out-of-court order or administrative notification that comes to their knowledge regarding the loss within twenty-four hours, as well as any kind of information regarding its circumstances and consequences.

Failure to comply with this obligation shall only entail loss of the right to compensation if malicious intent or serious fault concur, in which case the Insurer may claim reimbursement from the Policyholder or the Insured of any moneys they have already paid or are obliged to pay.

In court procedures promoted against the Policyholder or the other Insured people, the former shall provide the lawsuit or settlement slip, if appropriate, to the Insurer's address before twenty-four hours have elapsed.

2. Claims

The Insured shall not negotiate, accept or reject a claim related to the claims covered in this policy without the Insurer's permission. Any dealing with the contrary party on the part of the Insured without prior permission from the Insurer shall give the latter the right of action for recovery against the Insured for any moneys that the Insurer is obliged to pay.

3. The Insured's defence

Unless otherwise convened, the Insurer shall assume legal management in any claims made by an aggrieved party for which this policy covers Civil Liability. The Insurer shall name solicitors and lawyers who shall defend and represent the Insured or the people for whom the Insured is liable, even when there are no grounds for a claim. The cost of the defence shall be met by the Insurer. The Insured shall collaborate with the defence and undertake to grant powers of attorney and personal assistance when necessary.

When the party who makes the claim is insured by the same insurance company, the claim shall be excluded from the coverage. If other conflicts of interest exist, the Insurer shall notify the Insured of the fact, without prejudice to any urgent judicial formalities required for the defence. The Insured may choose to retain the Insurer's legal

management or entrust their representation and defence to a different person. In the latter case, the Insurer shall pay the cost of the said legal management according to the Guideline Regulations of the appropriate professional associations and any legal fees, up to the limit convened in the policy.

4. Capacity to deal

The Insurer may reach a settlement with the aggrieved party at any time for the sum of compensation they claim, within the limits of the policy coverage.

5. Insurer's provision

Within the limits set forth in the Specific Conditions, the Insurer shall pay:

- The aggrieved parties, or the parties who derive their right from them, any indemnities that arise from the Insured's or the driver's Civil Liability, under the terms described in Article 34.

- The cautionary payments that the courts may require the Insured or the driver to pay, due to their Civil Liability, up to the sum fixed in the policy's Specific Conditions for such coverage.

6. Lawsuits

In court proceedings promoted against the Policyholder or the other Insured people, the Policyholder shall provide the lawsuit or the settlement slip, where appropriate, to the Insurer's management before twenty-four hours have elapsed.

7. Reimbursement of moneys, court costs and expenses

If, in judicial proceedings, the contrary party is ordered to pay the court costs, the Insurer shall subrogate themselves in the Insured's rights to receive the costs in order to recover the expenses they have paid and which are included in the court costs.

In the event of criminal proceedings in which the Policyholder, the Insured, the owner or the driver of the vehicle receive a final judgement beyond appeal for an offence committed with malicious intent, they shall be obliged to reimburse the moneys the Insurer paid for their defence.

The Insurer reserves the right to require the Policyholder, the Insured, the owner or the driver of the vehicle to reimburse any bail deposited during a criminal trial against an insured person, providing the bail concerned is lost for reasons that can be attributed to the said insured person.

The Insurer may require the Policyholder, the Insured, the owner or the driver of the vehicle to reimburse any moneys paid by them from above the maximum cover given in the Specific Conditions.

BASIS OF THE CONTRACT

ARTICLE 3 – REPORTS

The application and questionnaire completed by the Policyholder, and the Insurer's proposal, where appropriate, in conjunction with this policy, form an entire unit, the basis of the insurance, which only covers the property and risks detailed in the policy, within the convened limits.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder will have one month in which to require the Insurer to pay the difference. If no claim is made during the said period, the policy's provisions shall be followed.

This Article is inserted in this policy in compliance with the last paragraph of Article 8 of the Spanish Insurance Contract Act.

ARTICLE 4 – CONCLUSION AND EFFECT OF THE CONTRACT AND DURATION OF THE INSURANCE

After the contract has been signed, the insurance enters into force on the day and at the time given in the Specific Conditions, providing the Insurer has been paid the premium, unless otherwise convened.

The contract shall be null and void if, at the time it is concluded, no vehicle exists or a claim has occurred.

The Specific Conditions are fixed for the duration of the contract. Unless otherwise convened, the policy shall expire and be renewed automatically every year. The Policyholder is to pay the premium for the following year to keep the insurance current.

The parties may oppose the renewal of the contract by written notice to the other party no later than two months before the current insurance period expires.

Only the Insurer is authorised to issue premium receipts. Therefore, only the receipts issued by them or, in the event of direct debit, the slips issued by the bank in the Insurer's name, shall be evidence of payment.

The premium shall be calculated on the current rate each time the policy expires and when the Policyholder decides to make changes in a risk.

ARTICLE 5 – OBLIGATIONS WHEN TAKING OUT INSURANCE AND WHILE IT IS IN FORCE

The current policy is agreed on the basis of the data provided by the Policyholder, by which the Insurer accepts the risk, assumes the obligations that arise due to the contract and sets the premium.

Before entering the contract, the Policyholder is obliged to report to the Insurer all of the circumstances known to them that may have a bearing on evaluation of the risk, in a questionnaire provided to that effect. The Policyholder shall be exempted from the obligation if the Insurer fails to provide the questionnaire or if, having provided it, the circumstances that may have a bearing on evaluation of the risk do not appear on the questionnaire.

While the contract is in force, the Policyholder or the Insured shall notify any circumstances that increase the risk and that are of such a nature that, if they had been known by the Insurer at the time the contract was concluded, they would not have entered into the contract or they would have entered into it with more expensive conditions. Such circumstances could be the objective conditions of the driver or drivers, the specifications of the insured vehicle and the purpose for which it will be used.

ARTICLE 6 – PREMIUM PAYMENT

The Policyholder is obliged to pay the first premium or the single premium when the contract is entered into and signed. Successive premiums shall be paid as each policy expires.

If no place for making payments is given in the Specific Conditions, it shall be construed that the payment shall be made at the Policyholder's address. Payment can also be made at any of the banks listed on the bill.

If the policy is not to come into force immediately, the Policyholder shall delay payment of the premium until the policy comes into effect.

If the Policyholder fails to pay the first premium or did not pay the single premium when it was due, the Insurer shall have the right to terminate the contract or claim payment of the premium through the courts on the basis of the policy. If the premium was not paid before the loss occurred, the Insurer shall be freed from their obligation.

In the event of failure to pay one of the subsequent premiums, the Insurer's coverage will be suspended for one month after the expiry date. If the Insurer fails to claim payment before six months have elapsed since the premium was due, the contract shall terminate without any further notification or requirement on their part.

In all cases, when a contract has been suspended, the Insurer may only demand payment of the current premium.

If the contract has not been discharged or terminated pursuant to the above paragraphs, the coverage shall have effect again at midnight on the day that the Policyholder paid the premium.

For annual insurance policies, the Insurer may collect premium by instalments at the request of a Policyholder. The insurance policy will still be an annual policy, and the payment by instalments shall be for the entire year. In the event of a claim, the Insurer may deduct the outstanding instalments for the current year from the compensation.

If the Policyholder fails to pay the instalments, the above paragraphs shall apply.

ARTICLE 7 – DIRECT DEBIT

The following rules shall apply if direct debit of the premiums through a bank has been agreed between the parties:

1. The Policyholder shall send a letter with an order for direct debit of the payments to the bank or savings bank.

2. The premium shall be construed as paid on the due date unless the bank returns the receipt without paying it, in which case the Insurer shall give written notice of the non-payment to the Policyholder, giving a new method and a new deadline for making the payment.

ARTICLE 8 – RESCINDING THE POLICY: HOW AND WHOM

1. The Policyholder and the Insurer, by written notice to the other party no later than two months before the current insurance period has expired.

2. The Policyholder and the Insurer, pursuant to the provisions set forth in Article 14.

3. The Policyholder, pursuant to Article 12.

4. The Insurer, pursuant to the provisions in Article 13.

5. The Insurer, pursuant to the provisions in Article 11.

6. Both parties, by mutual consent, may rescind the contract after reporting a claim, whether or not a compensation is to be paid. The Insurer shall reimburse the Policyholder for the part of the full premium that the Policyholder has already paid, which would be the period between the date that the discharge came into effect and the expiry date of the current insurance period.

ARTICLE 9 – TERMINATION

The contract shall terminate when:

1. The entire insured vehicle has been stolen or is a total loss, in which case the Insurer shall have the right to keep the premium for the current period.

Termination of the contract in this case shall not change the rights and obligations of the parties in relation to the reported losses.

2. A premium has not been paid, if the contract has not been discharged and the Insurer does not claim payment within a period of no more than six months following the expiry date of the last period.

ARTICLE 10 – CONCURRENT INSURANCE

1. Policyholder or the Insured shall notify the Insurer if two or more contracts that cover the same risks and for identical periods are taken out with different Insurance Companies by the same Policyholder.

The Insurers shall not be obliged to pay compensation if such notification is maliciously omitted and a claim is over-insured.

After a claim has occurred, the Policyholder and the Insured shall notify each Insurer and give the names of the other insurers.

The Insurers shall contribute to the payment of the compensation in proportion to the sum insured, without exceeding the cost of the damage. Within this limit, the Insured may request compensation according to each contract from each Insurer. The Insurer who has paid more than their proportional part may take action for recovery against the other Insurers.

2. In policy type One Article 34, in the event of a single claim that is covered by a single Civil Liability driving insurance, and where the property of more than one aggrieved party has been damaged and the sum of the indemnities exceeds the fixed compensation limit, the right of each aggrieved party in regards to the Insurer shall be proportionally reduced to the damages incurred.

If there is damage to third parties as the result of a single claim in which two or more vehicles are involved, each Insurer shall comply with the obligations caused by the claim, pursuant to what is convened in negotiated agreement, ordered by the court or, where appropriate, proportionately to the annual risk premium for the motor vehicle named on the insurance policy that was entered into by the Insurer.

ARTICLE 11 – INCREASE OF THE RISK

In the course of the contract, the Policyholder or the Insured is obliged to notify the Insurer of any circumstance that increases the risk, in which case:

1. The Insurer may propose changes in the conditions of the contract within a period of two months counted from the day on which the increase was reported to them. The Policyholder will then have fifteen days, counted from the date of reception of the proposal, to accept or reject it.

In the event of rejection or silence, the Insurer may rescind the contract, after warning the Policyholder. The Policyholder shall have a new fifteen-day period in which to answer, after which the Insurer shall have the following eight days in which to inform the Policyholder of the final cancellation.

2. Likewise, the Insurer may also rescind the contract by giving written notice to the Policyholder within one month, counted from the day on which they knew about the increase of risk.

3. If a claim should occur and the increased risk has not been reported, the Insurer shall be free of their provision if the Policyholder or the Insured have acted in bad faith.

In the contrary case, the provision shall be limited proportionately to the difference between the convened premium and the premium that would have applied if the true dimension of the risk had been known.

ARTICLE 12 – DECREASE IN RISK

In the course of the contract, the Policyholder or the Insured may inform the Insurer of any circumstance that decreases the risk and that is such that, if the Insurer had known about it when the contract was concluded, they would have given the Policyholder more favourable conditions.

Under such circumstances, the Insurer shall lower the cost of future premiums proportionately at the end of the current period covered by the premium. Otherwise, the Policyholder shall have the right to discharge the contract and to a reimbursement of the difference between the premium they paid and the sum that should have been paid, from the time that the lowering of the risk was made known.

ARTICLE 13 – MISREPRESENTATION

1. The Insurer shall be able to rescind the contract through a statement addressed to the Policyholder within a period of one month, counted from the moment they have knowledge of the Policyholder's misrepresentation or reserve. Any premiums for the current period shall belong to the Insurer from the moment the Insurer makes this statement, unless they have malicious intent or gross negligence.

2. If the claim occurs before the Insurer makes the statement referred to in the previous paragraph, their provision shall be diminished in the same proportion as the one existing between the premium convened in the policy and the appropriate premium for the true dimension of the risk.

3. The Insurer shall be freed from paying the benefit if the reserve or misrepresentation was due to malicious intent or gross negligence on the part of the Policyholder. In such cases, if the Insurer is obliged to pay a benefit, their right to take action for recovery against the Policyholder and/or the Insured is expressly acknowledged.

ARTICLE 14 – TRANSFERING THE OWNERSHIP OF AN INSURED VEHICLE

The Policyholder shall notify the Insurer of the transference of the ownership of the insured vehicle. The Insurer shall rescind the contract before fifteen days have elapsed from the day they knew of the verified transfer of ownership.

In the claim that the Insurer learns that ownership of the vehicle has been transferred before they have been notified of the fact by the Insured, they may sue the previous insured owner for damages due to a breach of the duty to notify the Insurer of the transfer of ownership.

ARTICLE 15 – NOTIFICATIONS

1. Any notifications that should be sent due to this contract shall be made in writing and sent to the address given in this policy by the contracting parties.

2. Notifications made by the Policyholder to the insurance broker or agency that mediated in the contract shall have the same effect as if they had been sent directly to the Insurer. Likewise, any payments made by the Policyholder to the said insurance broker shall be construed as a payment made to the Insurer, unless it has been expressly excluded and the fact is clearly stated in the Specific Conditions of this policy.

3. The Policyholder's payment of the premium to the insurance broker shall not be construed as a payment made to the Insurer unless, in exchange, the broker delivers the Policyholder a receipt for the premium issued by the Insurer.

4. The insurance contract and any changes or additions thereto shall be made in writing.

ARTICLE 16 – THE BENEFICIARY

If the Specific Conditions contain a beneficiary item, it is expressly convened at the request of the Policyholder or the Insured that, in the claim of a total loss, covered by the warranties herein, which should be settled in cash and not with repairs charged to the Insurer, the person or entity who is named in the Specific Conditions shall be the Beneficiary of the insurance, to the sum that the Policyholder/Insured owes to the Beneficiary at the time of the accident, which shall not exceed the sum insured.

CLAIMS

ARTICLE 17 – OBLIGATIONS OF THE POLICYHOLDER

1. The Insured, the Policyholder, the owner or the driver where appropriate, shall use every means available to them to lessen the consequences of a claim. A breach of this duty shall give the Insurer the right to lower their provision proportionately, taking into account the importance of the resulting damage and the degree of negligence on the part of the Insured, the Policyholder, the owner or the driver.

If such a breach takes place with the obvious intent to be detrimental to the Insurer or deceive them, the Insurer shall be freed of any provision arising from the claim.

2. The costs originated by compliance with the said obligation shall be paid by the Insurer, providing they are not untimely or out of proportion with the salvaged property, and providing they do not exceed the sum of the compensation.

If, by virtue of the contract, the Insurer only has to compensate part of the damage caused by the claim, they shall reimburse the proportional part of the salvage expenses, unless the Policyholder or the Insured has acted according to the Insurer's instructions, in which case the Insurer shall pay the entire expense.

3. The Policyholder, the Insured or the Beneficiary shall report the occurrence of the claim to the Insurer no later than seven days after they know of it, unless a longer period has been set in the policy. In the event of a breach of this obligation, the Insurer may claim damages for the failure to report. This effect shall not take place if it can be proved that the Insurer knew of the claim by some other means.

4. The Insured may not abandon the damaged property to the Insurer, except under the special circumstances envisaged in the law and in the General Conditions herein.

ARTICLE 18 – FURTHER OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

1. Obligation of the Insured in case of fire

In this case, in addition to the general data that should appear on the claim report, the Insured shall send the Insurer an authorized copy of the statement made before the appropriate authority, giving the place, date and precise time of the loss, the causes, whether they are known or presumed, and the measures taken to counteract the effects of the fire.

2. Obligations of the Insured in case of theft

In the claim of theft, the Insured is obliged to adopt all available means to limit or diminish the loss by doing everything possible to recover the objects that have disappeared, and by preventing the loss of any circumstantial evidence surrounding the crime and its perpetrators, until the occurrence has been duly verified.

The Policyholder the Insured or the Beneficiary shall report the claim to the local police at the least possible delay after knowing about the claim. They shall give the Insurer's name and address, and shall send the Insurer a list, in writing, of the objects stolen and an estimate of the damage. Likewise, they shall send a certified copy of the report to the local police.

3. Deprivation of a driving licence

The Policyholder or the Insured shall give the Insurer all kinds of information on the circumstances and consequences of the claim and keep them informed of the legal proceedings regarding the traffic accident, if appropriate. In the event of a violation of this duty, the right to compensation shall only be lost if there has been malicious intent or gross negligence.

ARTICLE 19 – REFUSAL OF THE CLAIM

When the Insurer decides to refuse a claim on the basis of the policy's norms, they shall give the Policyholder written notice of their decision within no more than ten days, counted from the date on which they have knowledge of the cause on which the rejection is based and giving the reasons thereof.

If it is appropriate to reject a claim after payments have been made on its account or after consolidating its consequences, the Insurer may take action for recovery against the Insured for the paid sums, or for those which they are obliged to disburse by virtue of the bail, providing the general time period set forth in Article 1964 of the Spanish Civil Code for rejecting a claim has not elapsed.

APPRAISAL OF DAMAGES

ARTICLE 20 – DAMAGE VERIFICATION

Verification of claims and the appraisal of their consequences shall be made by mutual agreement between the Insurer and the Policyholder. Appraisals shall be started before seven days immediately following the date on which the Insurer receives.

ARTICLE 21 – COMPENSATION AGREEMENT

If the Insurer and the Insured agree at any time to the sum and the method of compensation, the Insurer shall pay the convened sum or carry out the operations required to repair or replace the insured vehicle.

ARTICLE 22 – DESIGNATING LOSS ADJUSTERS

1. If no agreement is reached before forty days have elapsed following the report of the loss, each party shall designate a loss adjuster. The adjusters' acceptance shall be recorded in writing.

2. After the adjusters have been designated and have accepted their posts, to which they may not renounce, they shall begin their work.

3. In the claim that the loss adjusters arrive at an agreement, it will be shown in a joint statement which will give the causes of the claim, the appraisal of the damages, and any other circumstances that may have a bearing on determining the compensation, according to the nature of the insurance concerned, and a proposal for the sum of the compensation in cash.

ARTICLE 23 – FAILURE TO DESIGNATE

If one of the parties fails to designate an adjuster, in the case described in paragraph one of the preceding Article, the said party shall be obliged to make the designation before eight days have elapsed following the date on which they are required to do so by the party who has already made the designation. Failure to designate a loss adjuster within the second time period shall be construed as acceptance of the report made by the other party's adjuster, whose report shall be binding.

ARTICLE 24 – THIRD LOSS ADJUSTER

When the loss adjusters fail to reach an agreement, the parties shall name a third adjuster by agreement. If there is no agreement, the designation shall be made by the judge of the District Court of the place where the property is located, as an act of voluntary jurisdiction and according to the formalities for drawing lots for adjusters set forth in the Spanish Rules of Civil Procedure. In such case, the adjuster's report shall be issued within the time period given by the parties or, failing that, before no more than thirty days have elapsed since the third loss adjuster was designated.

ARTICLE 25 – BINDING REPORT

The loss adjusters' report, whether it is unanimous or by majority, shall be notified to the parties immediately and beyond doubt, and shall be binding for them unless it is challenged judicially before thirty days have elapsed, in the case of the Insurer, and one hundred and eighty days in the case of the Insured, counted, in both cases, from the date of the notification. If no court action has been taken within the given time periods, the adjusters' report shall be unassailable.

The obligation to notify the parties is the personal obligation of the third loss adjuster.

If the adjusters' report is challenged, the Insurer shall pay the Insured the minimum sum that the Insured may owe, according to the circumstances known by them. If the sum is not known, the Insurer shall pay the compensation stated by the adjusters, before five days have elapsed.

In the claim that the Insured is obliged to claim a compensation through the courts due to a delay on the part of the Insurer in the payment of a compensation that has become unassailable, the compensation shall be increased by the interest set forth in paragraph nine of Article 30. In this case, the compensation shall begin to accrue since the evaluation became unassailable for the Insurer and, in all cases, with the court costs incurred by the Insured due to the proceedings. The judgement shall make express mention of the compensation, regardless of which judicial proceeding is applicable.

ARTICLE 26 – ADJUSTMENT COSTS

Each party shall pay the fees for their loss adjuster. Half of the third adjuster's fees and the remaining costs for the loss adjustment shall be charged to the Policyholder and the other half to the Insurer. However, if one of the parties made a loss adjustment necessary by maintaining an appraisal of the damage that was obviously out of proportion, only that party shall be liable for the expense.

ARTICLE 27 – CONSEQUENCES OF DESIGNATIONG LOSS ADJUSTERS

The designation of loss adjusters and other acts performed by the contracting parties when investigating a loss and appraising the damages shall not imply that they waiver the rights they are granted in this policy, or that the Insurer accepts the claim.

ARTICLE 28 – DETERMINING THE COMPENSATION

1. The parties may agree to substitute payment of the compensation for the repair or replacement of the damaged vehicle. When the agreement is to pay the compensation, the Insured shall present, as a prior requirement, the receipts for repairing the damage.

2. When there is an urgent reason for immediate repair, the Insured may have the vehicle repaired providing the cost thereof does not exceed Euros 150. The Insured shall give the invoice to the Insurer, enclosing a claim report in the manner and within the time periods set forth in Article 17, paragraph 3.

3. There shall be total loss when the estimated cost for repairing the damaged vehicle exceeds 75 percent of its market value or of its purchase value, in which case the claim shall be settled pursuant to these General Conditions, after the value of the remains which are still owned by the Insured have been deducted.

4. In the claim of fire, the Insurer shall be obliged to compensate damages caused by a fortuitous accident, the malicious intent of others, and negligence on the part of the Insured or anyone else.

Therefore, the Insurer shall compensate any damages and loss of property caused by the direct action of the fire, as well as those caused by the inevitable consequences of the fire, particularly:

– Damage caused by necessary measures taken by the Authorities, the Policyholder or the Insured, to prevent, stop or extinguish the fire, without including the expenses incurred by applying such measures.

– The cost incurred by the Insured to move the insured vehicle and any other measures adopted to save it from the fire.

– Any impairments to the insured vehicle due to the circumstances described in the preceding sections.

The Insurer shall not be obliged to compensate any damages caused by fire when the fire is caused by the malicious intent or gross negligence of the Insured, the Policyholder, or the vehicle's driver.

5. Extraordinary risks to be paid by the Consorcio de Compensación de Seguros. Assessments shall be made by the loss adjusters designated by the Consorcio de Compensación de Seguros, according to the Syndicate's current criteria at the time of the claim.

ARTICLE 29 – EXCESS

In any claim, no matter what caused it, the sums and/or percentages listed in the Specific Conditions and that can never be the object of insurance shall be paid by the Insured, as excess.

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

If the damages or loss incurred in the claim does not exceed their respective excess, such damage shall be paid in full by the Insured.

The Insurer shall only compensate the damages and losses that exceed the excess, after the excesses have been deducted.

ARTICLE 30 – COMPENSATION PAYMENTS

Payment of the compensation shall abide by the following:

1. The Insurer shall be obliged to pay the compensation upon conclusion of the investigation and loss adjustments required to establish the existence of the claim and the cost of the damages thereof.

Pursuant to Article 25 herein and in compliance with the law, failure to reach an agreement between the Insured and the Insurer or the loss adjusters named by each party shall require recourse to the adjusters' report.

The compensation shall be paid before five days have elapsed since the date of the final judgement. If the judgement is contested, the Insurer shall pay the adjustment accepted by the Insured.

2. In all cases, the Insurer shall pay the minimum sum that the Insured may owe, according to the circumstances known by them, before forty days have elapsed since they received the claim report.

3. The compensation may be substituted by the repair or replacement of the damaged object, providing the nature of the insurance allows it and the Insured agrees.

4. If the stolen vehicle is recovered before forty days have elapsed since the Insurer was notified, the Insured shall be obliged to accept its return.

If the recovery takes place after the said time period has elapsed, the vehicle shall become the Insurer's property, and the Insured shall undertake to sign any documents that are needed to transfer the vehicle to the Insurer or to a third party named by them, unless the Insured wants to recover the vehicle by returning the compensation received. For that purpose, the Insurer shall be obliged to offer the vehicle to the Insured and to return it if the Insured expresses their acceptance before fifteen days have elapsed since the day on which the offer was made.

5. If recovery or reimbursement takes place after a claim, the Insured shall be obliged to notify the Insurer before forty-eight hours have elapsed since they knew about it. The Insurer may then deduct the compensation or claim it from whoever received it.

6. Before proceeding to pay the compensation, the Insurer may require a certification from the Policyholder certifying that the damaged property is free of encumbrances, if it is encumbered as collateral.

7. When the Insurer claims for and on behalf of the Insured, applying the direct compensation agreements entered into by insurers for processing driving claims, the offer or reasoned reply that is sent to the Insured shall be construed as made by and on behalf of the respondent company.

8. If the Insurer defaults, any outstanding damages shall be governed by Article 20 of the Spanish Insurance Contracts Act and by the revised text on the Law on Civil Liability and Motor Vehicle Insurance.

FURTHER PROVISIONS

ARTICLE 31 – SUBROGATION

1. After the compensation has been paid, the Insurer shall be subrogated in any of the Insured's rights, appeals or actions against any author of the claim and even against other Insurance Companies, should they exist, up to the limit of the compensation, except for the warranty for death or disability in Article 39 and with no need for any other subrogation. The Insured shall be liable for any damage which their acts or omissions may cause to the Insurer in their right to subrogation. However, the Insurer shall not be able to use the subrogated rights against the Insured.

2. The Insurer shall not have a right to subrogation against any of the people whose acts or omissions cause the Insured's liability according to law, nor against the person who caused any claim involving the Insured, a direct relative, a blood relative down to the third level, an adoptive father, or an adopted child who live with the Insured.

This rule shall not apply if the liability is due to malicious intent or if the liability is covered by an insurance contract. In the latter case, the subrogation shall be limited to in scope to the terms of the said contract.

3. In the claim of concurrence of the Insurer and the Insured against a liable third party, the recovery obtained shall be divided between them in proportion to their respective interest.

4. The Insured grants the Insurer an irrevocable mandate to deal with the damaged parties or their beneficiaries and to compensate them if appropriate.

ARTICLE 32 – PRESCRIPTION

The actions arising from the contract prescribe after two years have elapsed, counted from the day on which they could have been used, except in Type One which prescribes after one year, and in Type Five, Six and Seven which prescribes after five years.

ARTICLE 33 – COMPETENT JURISDICTION

The competent judge for hearing the actions arising from the insurance contract shall be the judge assigned to the Insured's area of residence. Any covenant to the contrary shall be null and void.

The Policyholder state that they know the content of each and every General Condition of this policy, and the clauses that limit their rights in particular, and which have been highlighted in the text, and that they expressly accept and enter into the Specific Conditions of this policy with their signature.

AUTOMOBILE INSURANCE TERMS AND CONDITIONS

ARTICLE 34 – TYPE ONE – COMPULSORY CIVIL LIABILITY

1. Object of the coverage

With this compulsory coverage for all vehicle owners, the Insurer assumes the obligation of compensating the driver or the owner of the vehicle described in the Specific Conditions, up to the current lawful limits, for traffic claims in which the said vehicle is involved and which cause damage. This obligation may be demanded pursuant to the revised text of the Law on Civil Liability and Insurance for Motor Vehicles and the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles, approved in Royal Decree 1507/2008, dated 12 September.

The rights and obligations arising from this coverage are defined and governed by the legal or regulatory provisions cited in the preceding paragraph and, for all other matters, by Spanish Insurance Contracts Act 50/1980 of 8 October and the General and Specific Conditions of this policy, which adapts to the said act.

The compulsory Civil Liability insurance covers the sums set forth in the regulations at the time of the accident, at the most.

In the claim of bodily injury, the Insurer shall be free of this obligation if it is proved that the bodily injury was only due to the fault or negligence of the aggrieved party or to a force majeure beyond the scope of driving a vehicle. Vehicle defects and broken parts or mechanisms shall not be considered force majeure.

In the claim of property damage, the Insurer warrants any sums that the driver may have to pay to third parties due to civil liability, pursuant to Articles 1902 and following of the Spanish Civil Code, and Articles 109 and following of the Spanish Criminal code, approved by Organic Act 10/1995, of 23 November.

2. Exclusions in Type One A

a) Bodily injury and damage to property:

- Caused by the driver of the insured vehicle and any harm caused by the injuries or death of the said driver.
- Caused to third parties when the vehicle has been stolen or purloined, without prejudice to compensation on the part of the Consorcio de Compensación de Seguros.
- Injury caused to the people who voluntarily occupied the vehicle that was stolen or purloined when the Insurer proved that they knew that it had been stolen or purloined.

b) Material damage to the insured vehicle or due to towing, to the objects that were being transported in the vehicle, to property belonging to the Policyholder, Insured, owner or driver, and to the property of their spouses and blood relatives down to the third level or have an affinity with the latter.

ARTICLE 35 – TYPE ONE – VOLUNTARY CIVIL LIABILITY

1. Object of the coverage

By virtue of Articles 1902 and following of the Spanish Civil Code, and Article 109 and following of the Spanish Criminal Code approved by Organic Act10/1995, of 23 November, the Insurer warrants, up to the limit convened in the Specific Conditions of this policy, the payment of any indemnities to which the Insured or the authorized driver who holds a valid licence are sentenced to pay due to non-contractual Civil Liability that is the result of the damage caused to third parties in an accident involving the vehicle described in the policy.

This warranty shall cover any indemnities that exceed the current compulsory Civil Liability coverage, within the limits convened in the Specific Conditions.

2. Exclusions

a) Liability for damage to the objects transported in the vehicle.

b) Liability for damage to objects transported in the vehicle or that are in the possession of the Insured and the people for whom the Insured is liable, even when they are caused by a traffic accident, except in private cars.

c) Contractual Civil Liability.

d) Liability due to bodily harm or injury caused to the people who were being transported, if the vehicle concerned was not officially authorised to transport people.

e) Liability for damage to a trailer of a towing vehicle.

f) Expenses due to the defence of the Insured or the driver in criminal proceedings before the courts, tribunals and competent authorities, unless otherwise convened, or what is envisaged in the contract for legal defence and claims for damages.

g) Payment of fines or penalties ordered by the courts or competent authorities, and the consequences of failure to pay.

h) Damage caused by transporting inflammable, explosive, toxic and hazardous material in general.

i) Material damage to the insured vehicle or due to a trailer possibly attached to it, to the objects transported therein, to property belonging to the Policyholder,

the Insured, the owner or the driver, as well as to their spouses and blood relatives down to the third level or who have an affinity to the latter.

j) The employees or workers of the people whose Civil Liability is covered by this policy when the traffic accident should be considered an industrial accident pursuant to current labour laws, including when they have not been duly affiliated to the Spanish Health and Social Security system.

ARTICLE 36 – TYPE TWO – DAMAGE TO THE INSURED VEHICLE, FIRE INCLUDED

1. Object of the coverage

Within the limits set forth in the Specific Conditions of this policy, any damage to the insured vehicle due to an accident caused by an external, violent and instantaneous claim, or by fire or explosion, without the volition of the driver, when the vehicle is being driven or is parked, or while it is being transported, except by sea or by air.

Therefore, the warranties shall expressly include damage due to:

– Overturning or a fall of the vehicle, or collisions with people, animals, other vehicles and with other moving or non-moving objects.

– Sunken land, bridges, roads and buildings.

– Vandalism: Malicious intent on the part of third parties, providing the reason is not political or social.

– Fire, explosion and lightening.

– Accidents due to faulty material, construction defects and poor conservation. It shall be understood that in such cases the warranties shall be limited to repairing the damage caused by the accident and shall not include repairing the faulty or poorly cared for parts.

In addition, the Insurer shall assume the following expenses if they are the result of a claim that is warranted in this type:

– Expenses for the services of the fire department and the expenses caused by the measures adopted by the Authority due to their intervention in extinguishing the fire or explosion of the insured vehicle.

– The expense of inspecting the vehicle at a Technical Inspection of Vehicles (ITV, in Spanish) point, when the vehicle has been considerably damaged due to a claim covered in this policy type, and an Agent has proposed the inspection and taken away the vehicle registration document.

– The unavoidable expenses caused by towing the damaged vehicle, excluding rescue and salvage, to the garage closest to the place where the accident took place, if the vehicle is not in condition to be driven.

Likewise, the Insurer shall assume the expense for cleaning and refurbishing an insured vehicle that has been damaged due to a claim covered herein or due to the circumstantial moving of the accident victims, providing the cleaning is done during the five days immediately following repairs on the vehicle.

The warranties in this Article may be limited to the total loss of the insured vehicle, as set forth in the Specific Conditions of the policy. In the event of a claim, the warranties set forth in Article 28 herein shall apply.

Likewise, the warranties of this Article may be limited by including an excess on the total damages and costs, to the sum given in the Specific Conditions of this policy. The Insured shall pay the sum directly in each claim in which the insured vehicle incurs, with the prior agreement of the Insurer.

The fire warranties in this Article may be taken out separately from the warranties for damages, as stated in the Specific Conditions of the policy.

2. The scope and limit of the warranties in Type Two are set forth pursuant to the rules below

2.1. Repairs of material damage shall be assessed according to the cost of parts, paint, labour and VAT and similar taxes, if the said taxes cannot be recovered by the Insured.

2.2. In the claim of total loss, pursuant to Article 28, section 3, the compensation shall be 100 percent of the market value. However, for private cars, the compensation shall be 100 percent of the purchase value if the vehicle is no more than two years older than the date of its first registration, and 120 percent of the market value if it is three years older than the date on which it was registered.

2.3. The standard elements included in the insurance shall be compensated according to the preceding paragraph.

2.4. The optional elements, and concretely the image, sound and communication devices and their component parts, whether or not they are standard, shall be compensated at one hundred percent of the value insured at first loss.

2.5. Damaged Personal belongings as fire result in vehicle, maxim compensation shall be Euros 250, under presentation of buy ticket.

2.6. Children seats damaged by fire, maxim compensation shall be Euros 200, by presenting buy ticket.

3. Total loss report

Total loss shall exist in a claim when the estimated cost for repairing the damaged vehicle exceeds 75 percent of its market value or of its purchase value if such a warranty applies, in which case the claim shall be settled pursuant to the General Conditions herein, after the value of the remains which are still owned by the Insured are deducted.

4. Exclusions in Type Two

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

b) Any damage caused to the insured vehicle by the objects being transported or due to loading and unloading such objects.

c) Any damage caused by seismic, atmospheric (except for hail and lightening) or thermal phenomena, including those due to water freezing in the radiator.

d) Those that affect the tyres (tyres and inner tubes), except in the case of total loss, fire or explosion of the insured vehicle.

e) The eventual depreciation of the vehicle after it has been repaired following a claim.

f) Damage affecting an insured vehicle's accessories, which are to be construed as any improvements, decorations and comfortable items that are not part of the vehicle when it leaves the factory and are not shown in the manufacturer's catalogue, unless they are expressly represented and listed in the Specific Conditions. This exclusion shall not take place when the entire value of the accessories mounted in the insured vehicle do not exceed Euros 500. Image, sound and communication devices shall not be included in this exception.

g) Damages whose coverage is the Consorcio de Compensación de Seguros's concern.

h) Mechanical and/or electrical breakdowns, as well as simple wear and tear due to usage or poor conservation.

i) Damages that affect a trailer or caravan, when they do not have the same licence plate as the towing vehicle included in the policy.

j) They are not considered as personal belongings, professional objects or tools, money, jewels, stamps, lottery, tickets, mobile phones, smartphones, sound or entertainment equipments, or any other property insured under another policy.

ARTICLE 37 – TYPE TWO – THEFT OF THE VEHICLE

1. Object of the coverage

With this coverage, the Insurer undertakes to compensate the Insured, within the limits of this policy, for damage or loss of the insured vehicle in the event that it is stolen or an attempt is made to steal it by third parties.

The warranties contained in this Article may be limited to theft of the entire insured vehicle, this being established in the policy's Special Conditions.

Likewise, the coverage established in this Article may be limited by including an excess on the total damages and costs, to the amount established in the Special Conditions of this policy. The Insured shall pay said sum directly in each claim in which the insured vehicle incurs, following agreement with the Insurer.

2. Scope and limit of Theft of vehicle

2.1. Repairs of material damage shall be assessed according to the cost of parts, paint, labour and VAT and similar taxes, if the said taxes cannot be recovered by the Insured.

2.2. In the claim that the entire vehicle is stolen, the compensation shall be 100 percent of the market value. However, for private cars, the compensation shall be 100 percent of the purchase value if the vehicle is no more than two years older than the date of its first registration, and 120 percent of the market value if it is three years older than the date on which it was registered. For private motorcycles and during the first year following their first registration, compensation shall be 100 percent of their purchase value.

2.3. The tyres and battery shall be compensated for 100 percent of their market value.

2.4. If fixed parts that are an integrated part of the vehicle have been stolen, the replacement value shall be compensated.

2.5. Standard and optional elements, including image, sound and communication devices and their component parts, if they are warranted pursuant to Article 37, paragraph 2, sections 2.3 and 2.4, shall be compensated as established therein.

2.6. When an insured vehicle has been stolen, the Insurer shall also warrant 100 percent of the damage caused to the vehicle while it was in the hands of the authors of the theft or their accomplices. If, as result of the said damage, the Insurer considers the vehicle to be a total loss, they shall compensate pursuant to section 2.2 of this type.

2.7. The cost of cleaning and refurbishing the vehicle, providing it is done within the five days immediately following recovery of the vehicle.

2.8. Damaged Personal belongings as fire result in vehicle, maxim compensation shall be Euros 250, under presentation of buy ticket.

2.9. Children seats damaged by fire, maxim compensation shall be Euros 200, by presenting buy ticket.

3. Exclusions in Type Three

a) Those whose coverage is not expressly stated in the contract.

b) When the theft is due to gross negligence on the part of the Insured, the Policyholder, the owner, the driver or those who are dependent on or live with them.

c) Theft in which the authors, accomplices or receptors are blood relatives down to the third level of the Insured, the Policyholder, the owner or the driver, or their dependents, or earn their salary from one of them.

d) When the theft occurs on the occasion of claims that are the result of extraordinary risks.

e) Theft that affects a trailer or caravan, when their licence plate is the same as the licence of the towing vehicle included in the policy.

j) They are not considered as personal belongings, professional objects or tools, money, jewels, stamps, lottery, tickets, mobile phones, smartphones, sound or entertainment equipments, or any other property insured under another policy.

ARTICLE 38 – TYPE TWO – WINDSCREEN BREAKAGE

1. Object of the coverage

With this coverage, the Insurer warrants the cost of repairing or replacing and putting in car windows in the vehicle specified in the Specific Conditions, if they have been broken.

Breakage shall mean windows that have been completely or partly broken so that they are rendered useless, as the result of an instantaneous and violent cause that is was not intention of the owner, the Policyholder or the driver of the vehicle.

2. Elements included in the coverage

– The windscreen.

– The back window.

– The side windows.

– The sunroof, if it is standard.

Repairs shall be evaluated by the cost of the glass, labour and VAT or similar taxes, if such tax is not recoverable by the Insured.

3. Urgent repairs

The Insurer authorises the owner and the driver of the insured vehicle to order any urgent repairs that are needed to continue to use the vehicle, with no further formality.

The Insured shall give the Insurer the invoice for the sum paid for the urgent repairs, which shall be included in the final settlement.

4. Exclusions in Type Four

a) Those that are not expressly stated as covered in the contract.

b) Breakage caused by faulty facilities or while the windows are being put in place.

c) Breakage caused during repair work, while putting windows in place or reforming the vehicle or its windows.

d) Damage and breakage caused to headlights, pilot lights, indicators, mirrors and any other kind of glass object in the insured vehicle.

e) The windows of any trailer that may be included in this policy, unless otherwise convened.

f) Scratches, scrapes, chipping and other damage to the vehicle's body surface.

g) Damage caused by weather phenomena, except hail.

ARTICLE 39 – TYPE TWO – BODILY ACCIDENTS

1. Object of the coverage

With this coverage, the Insurer warrants bodily injury caused by accidents due to a violent, sudden, external and unwanted event to the people who are being transported in the vehicle, whose characteristics are set forth in the Specific Conditions, when they travel, get on or off the vehicle, including carrying out repairs en route, providing the vehicle was driven by a person who is authorised by the Policyholder and holds a valid driving licence. Any other accident due to reasons not stated in this paragraph shall not be included in the insurance warranties.

The insured capital for driver of the vehicle, is limited to a maximum of Euros 6.000.

In the event that, when an accident occurs, the number of occupants in the vehicle is higher than the number of insured seats, the indemnities shall be reduced in proportion to the effective number of occupants, whether or not they are covered by the insurance. This rule shall not apply when this type only covers the driver.

Children under 14 shall be considered to occupy half a seat.

However, the Insurer shall be free of any obligation if the Authorities consider that the accident was due to the transportation of too many people.

To the effects of this coverage, the terms given below shall mean:

– INSURED: The natural person or people for whom the insurance is taken out; that is, the insured vehicle's occupants.

– ACCIDENT: Bodily injury as a direct result of a violent, sudden, external event that is not the intention of the Insured, and that occurs when travelling, getting in or out of the insured vehicle, and even when it is being repaired en route.

– BENEFICIARY: The person who shall receive the insured benefits with this coverage, and who is the same person as the Insured in the case of disability and healthcare. If the Insured dies, unless otherwise stated in the policy, the order of precedence shall be: 1) The Insured's spouse, if they have not been legally separated. 2) The Insured's children. 3) The Insured's heirs.

2. Death

The Insurer warrants the payment of the benefit limited to a maximum of Euros 6.000 if the Insured dies as the result of an accident covered by the policy.

For occupants under fourteen or with disability, the benefit for death shall refer to the cost of burial, with due proof of payment and up to a maximum limit of Euros 600.

In the event of the driver's death, the Insurer warrants the payment of a benefit equivalent to double the capital convened in the Specific Conditions if the driver was in charge of minors or a person of legal age with a disability.

3. Permanent disability

To the effects of this policy, permanent disability shall be construed as the irreversible physical or mental condition of the Insured due to a traffic accident covered by the policy.

In the event of permanent partial disability, the Insurer warrants the sum, limited to a maximum of Euros 6.000, that is the result of applying the percentages given on the scale below to the benefit fixed for this risk:

- Complete paralysis.....100%
- Incurable mental derangement.....100%
- Absolute blindness.....100%

- Loss, or total and partial impairment of:

  - Both arms, hands, legs or feet; of an arm and a leg or a foot; or of a hand and a foot.....100%
  - An arm or a hand..... 60%
  - A thumb..... 20%
  - An index finger..... 15%
  - One of the other fingers..... 8%
  - Shoulder movement..... 30%
  - Elbow movement..... 30%
  - Wrist movement..... 30%
  - A leg, above the knee..... 60%
  - A leg at the height of or just below the knee, or an entire foot..... 60%
  - A big toe..... 10%
  - One of the other toes..... 5%
  - Hip or knee movement..... 60%
  - Ankle movement..... 20%
  - Subastragalar joint movement..... 10%
  - Cervical, spinal or lumber column movement, with or without neurological manifestations..... 33%
  - An eye, or impaired vision of no less than half of the binocular vision..... 30%
  - If vision in the other eye was already lost prior to the accident..... 50%
  - A shortening of a leg by no less than five centimetres..... 30%
  - A non-consolidated fracture of a leg or a foot..... 25%
  - A non-consolidated fracture of a knee-cap..... 20%
  - Complete surgical removal of the lower jaw or total loss of the lower maxillary... 25%

- Complete loss of hearing in both ears 40%
- Complete loss of hearing in one ear 20%
- If there was complete loss of hearing in the other ear prior to the accident..... 30%

In the case of a disability that is not envisaged above, the quantity of the benefit shall be established by analogy with the policy's scale, proportionately to the seriousness.

Establishment of the degree of disability shall be done pursuant to Article 104 of the Spanish Insurance Contracts Act. If the Insured does not accept the Insurer's proposition regarding the degree of disability, the parties shall submit to the decision of the medical appraisers, pursuant to Articles 38 and 39 of the said Act.

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

Permanent disability is evaluated by excluding any disabilities or injuries that the Insured had prior to the accident, the causes of which shall be considered as being suffered by a person with a normal body.

The sum of the benefits for the various types of partial permanent disability shall not exceed the sum total of the benefit set forth in the Specific Conditions as a disability warranty. Likewise, the sum of the various types of disability in a single member or organ shall not exceed the sum of the benefit established for its total loss.

The sum of the benefits paid for disability as a result of a single accident shall be deducted from the benefits to be paid for death, limited to Euros 6.000.

In the event of severe disablement of the driver, the Insurer warrants a benefit equivalent to the double of the capital convened for disability limited in Euros 6.000, if the driver has children under three or disabled elderly people.

4. Healthcare

The Insurer warrants the payment of healthcare expenses incurred by the Insured due to an accident covered by the policy, for a period of no more than one year, counted from the date on which the accident occurred.

This warranty includes the cost of emergency and first aid care, medical care, ambulances and emergency transportation, chemists, hospitalization, and rehabilitation, with the limits set forth in the Specific Conditions for this warranty and providing that the care was prescribed by a doctor and was performed in the country where the accident occurred, or in Spain.

Health care shall be carried out in surgeries and by doctors accepted by the Insurer. Otherwise, the Insurer shall not pay more than the fixed rate established in the hospital assistance agreement accepted by the Spanish Consorcio de Compensación de Seguros, and the rest shall be paid by the Insured.

In addition, this warranty includes the cost of assistance in the event of member and organ transplants, placement and replacement of prostheses, teeth, eye lenses or hearing aids, which are limited to 10 percent of the capital convened in Euros 6.000 for the disablement warranty.

5. Claims

In addition to what is stipulated in Articles 17 and 18, the Policyholder, the Insured or their Beneficiaries shall provide the Insurer with full information regarding the circumstances and consequences of the claim.

In the event of disablement:

– In addition to the first paragraph, the Policyholder, the Insured or their beneficiaries shall state who the witnesses were, if appropriate, and enclose a doctor's certificate that describes the Insured' injuries.

– Send the Insurer doctor's certificates on the evolution of the injuries in regular periods of no more than 30 days until the Insured is discharged from the hospital.

– Notify the Insurer of the Insured's death while undergoing treatment before 7 days have elapsed since the death occurred.

A breach of the above obligations shall allow the Insurer to sue for the damages caused to the Insured, unless the damage was caused by the malicious intent or gross negligence on the part of the Policyholder or the Insured, in which case they shall lose the right to compensation.

6. Compensation payment

The benefits shall be paid pursuant to Article 30 in the Specific Conditions.

Any indemnities and payments made by the Insurer for permanent disability due to an accident and that subsequently cause the death of the Insured, shall be deducted from the compensation for death.

The indemnity shall be paid by the Insurer after the investigation required to establish the existence of the claim and the consequences thereof has concluded.

To obtain payment, the Policyholder, the Insured or the Beneficiary shall send the Insurer the following documents:

6.1. For all of the warranties:

– Proof of the Beneficiary's identity.

– A certificate from the doctor who attended the Insured, stating the causes, circumstances and consequences of the claim.

6.2. For death:

– A literal, certified copy of the Insured's Death Certificate.

– A completed form for the payment of the Inheritance and Donations Tax, if the Beneficiary is not the Policyholder and is not a legal person.

6.3. For permanent disability, a doctor's certificate stating the type of disability caused by the accident.

6.4. For health care, a receipt any disbursements, with a detailed list of the items therein.

7. Exclusions

The Insurer does not cover accidents:

a) Caused intentionally by any occupant of the a vehicle or their beneficiaries, for the part of the warranties that concern them. The rights of the rest of the occupants or beneficiaries who were not liable for the accident shall remain unaffected.

b) Caused by drunk driving or driving under the influence of drugs, narcotics and psychoactive substances, and when testing the driver of the insured vehicle after the claim shows levels of alcohol in blood or in the driver's breath that are higher than the law allows, or when the driver is found guilty of drunk driving, or when a court ruling states drunk driving as the main or concurrent cause of the accident.

c) When the insured vehicle is driven by a person who does not hold an appropriate driving licence and when the driving licence is no longer valid.

d) That have been caused by paralysis or epilepsy; accidents caused by suicide or attempted suicide, whether intentional or due to derangement.

e) Suffered by people who occupied the vehicle without the permission of the Policyholder or the owner of the vehicle, or who have stolen or purloined it.

Under no circumstance shall this coverage warrant:

- Syncopes, fainting, apoplexy and epileptic attacks, and the lesions that may result from any one of these.

- Aneurisms, varicose veins and all types of hernias and their consequences, as well as lumbago.

- The consequences of surgery that has not been caused by an accident warranted in this coverage.

- Food poisoning, sunburn and frostbite and other consequences of temperature that are not caused by an accident warranted in this coverage.

- Scars, aesthetic consequences and deformities that are not functionally significant.

In the event of a worsening of the consequences of an accident due to a disease or morbid state that was prior to an accident or that occurred afterwards, but that were not caused by the accident, the Insurer shall only be liable for the consequences that the accident may have had if the said disease or morbid state did not exist.

ARTICLE 40 – EXTRAORDINARY RISK COVERAGE CLAUSE

The following clause shall apply for the coverage governed by Types One and Two of this policy:

CLAUSE FOR COMPENSATION ON THE PART OF THE CONSORCIO DE COMPENSACIÓN DE SEGUROS FOR LOSS DUE TO EXTRAORDINARY EVENTS

In accordance with what is established in the revised text from the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, from October 29th, the holder of an insurance contract that is required to include a deductible in favor of the cited public business company has the right to agree on the coverage for extraordinary risks with any insurance agency that meets the conditions required by current legislation.

Compensations derived from losses caused by extraordinary events that occur in Spain, and which affect the risks which could occur and, in the event of damages to persons, as well as events that occur abroad, when the insured is commonly residing in Spain, will be paid by the Insurance Compensation Consortium when the holder has satisfied the corresponding deductibles in their favor and which if any of the following situations are produced:

a) If the extraordinary risk covered by the Insurance Compensation Consortium is not protected by the insurance policy contracted by the insurance agency.

b) If, even if it is covered by this insurance policy, the requirements from the insurance agency are not fulfilled as they have been declared to be legally bankrupt or subject to a liquidation procedure that was taken over or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust how it acts according to what is presented in the mentioned Legal Statute, in Law 50/1980, from October 8th, for Insurance Contracts, in the Insurance Regulation for extraordinary risks, approved by Royal Decree 300/2004, from February 20th, and all complementary regulations.

I. SUMMMARY OF LEGAL REGULATIONS

1. Extraordinary risk coverage

a) The following natural phenomenon: earthquakes and seaquakes; extraordinary floods, including those produced from sea storms; volcanic eruptions; atypical cyclonic storms (including those from extraordinary winds with winds above 120 km/h and tornadoes); and falling stellar bodies and meteorites.

b) Those violent events that are a result of terrorism, rebellion, sedition, mutiny and riots.

c) Acts or events from the Armed Forces or Security Forces and Groups during times of peace.

Atmospheric and seismic events, from eruptions and falling stellar bodies will be classified at the request of the Insurance Compensation Consortium, by means of reports issued from the State Meteorological Agency (AEMET), the National Geography Institute and other public organizations that are competent in this area. In the case of political or socially natured events, such as any possible damage produced from actions or events from the Armed Forces or Security Forces or Groups during times of peace, the Insurance Compensation Consortium may seek the competent judicial and administrative information regarding the events that occurred.

2. Risks excluded

a) Those that do not render any compensation according to the Law on Insurance Contracts

b) Those caused to assets insured under the insurance contract that are different from those that require a deductible in favor of the Insurance Compensation Consortium.

c) Those due to an error or defect in the insured object, or from an apparent lack of maintenance.

d) Those produced from armed conflicts, although an official declaration of war has not been issued.

e) Those derived from nuclear energy, without prejudice to that which is established in Law 12/2011, from May 27, on the liability of nuclear damages or those produced from radioactive material. Notwithstanding the aforementioned, it will be understood to include all damages directly related to an insured nuclear facility, when it is a result of an extraordinary event that affects the facility itself.

f) Those caused from a mere passing of time, and in the case of assets that are permanently submerged, both totally or partially, those caused from the mere action of waves or normal currents.

g) Those produced from natural phenomena other than those listed in section 1. a) and, in particular, those produced from a rising water table, moving hillsides, landslides, or the settling of land, rockslides or similar phenomena, except those that are clearly caused as a result of rain that, in turn, would cause an

extraordinary flood in that area and produce a simultaneously event of this flooding.

h) Those caused by riots during the course or meetings or demonstrations carried out in accordance with what is presented in the Organic Law 9/1983, from July 15th, with regulates the right to assembly, such as during the course of legal strikes, unless the cited events could be characterized as one of the extraordinary events mentioned in the previous section 1.b

i) Those caused by bad faith of the insured.

j) Those losses caused by natural phenomena that cause damage to property or a financial loss when the date of the issuing of the policy or its effective date, if it were later, is not seven calendar days from the date on which the event occurs, unless the impossibility of a previous insurance contract can be proven as the lack of insurable interests. This grace period will not apply in the event that a replacement or substitution of the policy, with the same or a different organization, without any interruption, except for the part that is subject to an increases in coverage or new coverage. It will neither apply to the part of insured capital that results from the automatic revaluing under the policy.

k) Those corresponding to losses produced before the payment of the first premium or when, in accordance with what is established in the Law for Insurance Contracts, coverages from the Insurance Compensation Consortium which are found to be suspended or any insurance that is expired due to a failure to pay the premiums.

l) In the event of damages to assets, indirect events or losses derived from direct or indirect damages, other that financial losses demarcated as compensation in the insurance Regulation for extraordinary risks. In particular, this coverage does not include damages or losses suffered as a result of the cutting or altering of the exterior supply of electrical energy, combustible gasses, fuel-oil, gas-oil, or other fluids, nor does it cover other indirect damages or losses other that those cited in the previous paragraph, although these alterations could be derived from a cause included in the coverage for extraordinary risks.

m) Those claims that, due to their magnitude and severity, are classified by the National Government as a «catastrophe or national calamity»

n) In the case of liability insurance for motor vehicles, all personal damages derived from this coverage.

3. Deductible

I. The deductible that is payable by the insured will be:

a) In the case of direct damages, for insurances against damages for objects, the deductible that is payable by the insured will be for seven percent of the amount for the compensable damages caused from the incident. However, no deduction will be made for

any deductible for damages that occur to properties, homeowner communities, nor to vehicles that are insured by the automobile insurance policy.

b) In the event of a loss of profits, the deductible payable by the insured will be the same as is outlined under the policy, regarding the time or amount, for damages that are a result of ordinary incidents of loss of profits. If there are various deductibles for the coverage of ordinary events of loss of profits, those designated for the primary coverage will apply.

c) When a policy establishes a combined deductible for damages and loss of profits, for the Insurance Compensation Consortium, the material damages will be liquidated and deducted from the deductible that corresponds, along with applying what is presented in the previous section a), and a loss of profits produced, resulting in a deduction of the deductible established in the policy for the primary coverage, less the applicable deductible after applying the liquidation of material damages.

II. Insurance for persons will not receive a deduction for the deductible.

4. Extension of coverage

1. The coverage of extraordinary risks will cover the very assets and people, such as those which are insured and have been established in the insurance policy, to the effect of coverage for ordinary risks.

2. Not withholding the aforementioned:

a) In policies that cover damage to motor vehicles, the extraordinary risk coverage for the Insurance Compensation Consortium will guarantee the total amount of insurable interest, although the ordinary policy will only partially do this.

b) When the vehicles only have a liability policy for automobile land vehicles, the coverage for extraordinary risks, for the Insurance Compensation Consortium will guarantee the value of the vehicle in the state that it is found at the time immediately prior to the time of the incident, according to the generally accepted sales price on the market.

c) For life insurance policies that are in accordance with the provisions of the contract, and in accordance with the regulations for private insurance, which generate mathematical provisions, the coverage from the Insurance Compensation Consortium will refer to capital that is at risk for each insured member, which means the difference between the insured sum and the mathematical provision that should have been issued and established by the insurance agency. The amount corresponding to the mathematical provision will be satisfied by the mentioned insurance agency.

II. COMMUNICATING DAMAGES TO THE INSURANCE COMPENSATION CONSORTIUM

1. A request for compensation for damages, whose coverage corresponds to the Insurance Compensation Consortium, will be carried out by means of a communication with them by the insurance policy holder, the insured or the beneficiary of the policy, or

by anyone acting in representation or in the name of the aforementioned, or by the insuring agency or an insurance mediator, whose intervention has been managed by the insurance policy.

2. Communicating any damages and obtaining any information related to the procedure and the status of the paperwork for the incident may be completed:

- with a call to the Customer Service Line for the Insurance Compensation Consortium (952 367 042 or 902 222 665)

- on the web page for the Insurance Compensation Consortium (www.consorseguros.es)

3. Assessing damages: Assessing damages, which result in a compensation under the law of insurance and the contents of the insurance policy, will be completed by the Insurance Compensation Consortium, unless it is linked by assessments that, if any, had been made by the insuring agency covering the ordinary risks.

4. Paying the compensation: The Insurance Compensation Consortium will make the payment for the compensation to the beneficiary of the insurance policy by means of a bank transfer.

ADJUSTMENT OF THE PREMIUM TO THE ACCIDENT RATE

ARTICLE 41 – CHANING THE PREMIUM ACCORDING TO THE PERSONAL ACCIDENT RATE

Successive premiums shall be calculated on the basis of the Insured's personal accident rate.

To calculate a new premium, the accident rate of the first 10 months of a valid policy shall be observed.

For the second and subsequent years, the observation period shall be 12 months, counted from the date on which the observation period for the previous year ended.

INFORMATION FOR THE POLICYHOLDER

In accordance with the legal authorization contained in article 25.4 of the Royal Legislative Decree 6/2004, of October 29, by which the Consolidated Text of the Regulation on Private Insurance is approved, insurance companies, through its Business Association, UNESPA have established the following Files:

- Historical File of Automobile Insurance, whose purpose is the pricing and risk selection. File is created with the information provided by the insurance entities in which their claim records of the last five years, in the terms expressed in the Civil Liability Law and Insurance.

  We inform you that the data on your automobile insurance contract and claims will be transferred to this mentioned common file.

- Common file of total loss, fires and theft of automobile insurance. The purpose of the mentioned file, made up of the information provided by the insurance entities, is the prevention and detection of fraud, either by preventing the insurance entity when contracting the policy, or by detecting fraud already committed in the declared claims.

  The file contains the integrity of the information that appears in your insurance contract, including your personal data, as well as the claims that are declared and the payments that you receive.

  Likewise, in order to locate the vehicles disappeared due to theft, CENTRO ZARAGOZA will have access this file information and the State Security Corps and Forces, for the sole purpose of carrying out the pertinent checks of vehicles that are located to be able to inform the insurer of its making available to the owner or, in the event that the vehicle has been indemnified, from the insurer itself.

  We inform you that, in the event that you have a loss in which there is total loss, whether due to damage, fire or theft, the data on your automobile insurance contract and the information related to the loss will be transferred to the mentioned common file.

To make use of your right to access, change, or cancel your data, or to oppose its inclusion, please contact TIREA, Ctra. de Las Rozas - El Escorial, km 0,3, 28231 Las Rozas, Madrid (Spain), giving your Spanish national identification card number, passport or resident's card. In case you act through a representative, you must present express authorization of the interested party, all with the purpose of preventing the exercise of rights to whoever is not the interested party. In the event that the address that appears on the identity document is different from the one requested, the information is sent, the documents and correspondence will be sent to the address that appears on the identity document, unless another is stated and is sufficiently accredited, given that, since it is a very personal right, the greatest safeguards must be adopted to ensure that the person exercising the right is the interested party and guarantee the privacy and confidentiality of your data.

INSURED PARTIES OMBUDSMAN SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers an Ombudsman service providing redress for Complaints and Claims, which is located at Avenida de Burgos 109, 28050 Madrid, with the following e-mail address: defensa-asegurado@caser.es.

2. The said Ombudsman service shall attend to and resolve, within a maximum term of two months from when they are filed, and in accordance with the regulations in force, all complaints and claims filed by private individuals or corporations (either directly or by way of a duly-accredited legal representative) who/which consume insurance services, as well as by participants in or beneficiaries of employee pension plans and CASER associates, where said complaints and claims refer to their legally-protected rights and interests in relation to their insurance operations and pension plans, whether deriving from the contracts themselves, the transparency and consumer-protection regulations, or good practice and standards, and in particular the principle of equity.

Complaints or claims may be filed, personally or by way of a duly-accredited legal representative, at any CASER office open to the public or at the office of the Ombudsman service located at Avenida de Burgos 109, 28050 – Madrid, by post or by computerized, electronic, or telematic means, provided that said methods allow the complaint or claim to be read, printed, and kept, in which case it must comply with the provisions of Law 59/2003 of 19 December on Electronic Signature.

3. Once a resolution has been issued, or where two months have elapsed following the date on which the complaint or claim was filed without the said Service having issued a resolution, the possibility of obtaining redress through the Ombudsman service will be at an end, and claimants who remain dissatisfied with the outcome of the resolution may file the complaint or claim before the Ombudsman of the Insurance and Pension Funds Directorate-General, located at Paseo de la Castellana 44, 28046 Madrid. Likewise, the complaint or claim may be taken before the competent court.

4. Complaint forms are available for use by customers, users, or victims at all CASER offices open to the public, and at our website www.caser.es, where you can also find the Company's Ombudsman Service Regulations, which govern the activities and the functioning of the Service as well as the characteristics and requirements regarding the filing and resolution of complaints and claims.

5. The resolutions adopted will take into account the rights and obligations specified at the General, Particular and Special Conditions of the contracts, the rules governing insurance companies and the regulations on financial service transparency and customer protection (Insurance Contract Law, consolidated text of the Law and Regulations on the Administration and Supervision of Private Insurance, consolidated text of the Law regulating Pension Plans and Funds, Regulations on Pension Plans and Funds, Law on Reform Measures of the Financial System, Order ECC/2502/2012 regulating the procedure to file claims before the Ombudsman of the Insurance and Pension Funds Directorate-General among others, Order ECO 734/2004 of 11 March on the customer services of the financial institutions, consolidated text of the General Law for the Protection of Consumers and Users, and other complementary laws).

Pursuant to Article 3 of Act 50/80, of 8 October, on Insurance Contracts, the clauses in a policy's General Conditions that restrict the rights of the Insured are to be written in bold type.

This contract complies with Act 50/1980, of 8 October, on Insurance Contracts; with Royal Legislative Decree 6/2004, of 29 October, by which the revised text of the Law of Private Insurance is approved; with Royal Legislative Decree 8/2004, of 29 October, by which the revised text of the Law on civil liability and insurance for driving motor vehicles is approved; with Royal Decree 1507/2008, dated 12 September, approving the Regulations on Obligatory Insurance and Civil Liability for Motor Vehicles and Royal Decree 2486/1998, of 20 November, by which the Regulation on Private Insurance is approved.

The Authority in charge of controlling insurance activity is the Ministry for the Economy and the Treasury, through the Directorate General for Insurance and Pension Funds.

SCHEDULE. GENERAL ADVICE IN CASE OF AN ACCIDENT

- Write down the personal details of the owner and driver if the other vehicle or vehicles involved, whether or not they have collided with you directly.
- Write down the material damage caused to your vehicle and the other vehicle or vehicles, even if you were not to blame. Likewise, write down any bodily injury you may have suffered.
- Try to make a sketch of how the accident happened.
- Write down the details of the police who intervened.
- Remain calm and try to have both drivers sign the friendly accident report, telling the facts truthfully. All of this will be help to resolve the claim in a few days.
- Tell the Insurer about the claim at the least possible delay, giving all of the data you have.

NOTES: