



Car insurance

Zurich Motor GO!

Terms and Conditions



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I. Legal regulations

Insurer and the authority supervising its operations

Zurich Insurance Europe AG is an insurance company registered in Germany with Registration No. HRB 133359, whose registered office is Platz der Einheit 2, 60327, Frankfurt, Germany. It is supervised and registered by the Federal Financial Supervisory Authority (BaFin), and authorised to operate in Spain under the right of establishment through its branch Zurich Insurance Europe AG, Sucursal en España.

Zurich Insurance Europe AG, Sucursal en España, NIF W0072130H, registered office Paseo de la Castellana, 81, planta 22, 28046 Madrid, is registered in the Directorate General of Insurance and Pension Funds Administrative Registry with code no. E0189.

Pursuant to Section 123 of Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurers and reinsurers, it is hereby stated that in the event of the liquidation of the insurer, Spanish liquidation regulations do not apply.

Law applicable to the contract

- Insurance Contract Act 50/80, of 8 October.
- Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July.
- Insurance Compensation Consortium Legal Statute Regulation Act 7/2004, of 29 October.
- Any other regulation that might be applicable during the lifetime of the policy.

Complaints and claims

Complaints and claims may be submitted to the company's Customer Ombudsman under the procedure set out in the Customer Ombudsman Regulations drawn up by the company and which are available on our website www.zurich.es/defensacliente. These Regulations comply with the requirements of Ministerial Order ECO 734/2004 and any other regulations that may replace or amend it.

The Customer Ombudsman will resolve the complaint or claim within the time limit indicated in its Regulations from when the complaint or claim is filed. At the end of that period the claimant may contact the Complaints Service of the Insurance and Pension Plans General Directorate if need be.

Cancellation clause for distance contracts

In the case of insurance that is taken out exclusively by means of distance communication media, and for purposes other than the *insured's* business or professional activities, the insured may cancel the distance contract within fourteen calendar days of it being signed, provided that an adverse event covered by the insurance has not occurred, without stating their reasons and without penalisation, in compliance with Section 10 of the Distance Marketing of Financial Services for Consumers Act 22/2007. To exercise this right the *insured* should write to the insurer. The insurer reserves the right to retain the part of the premium which is proportional to the cover period. The right of cancellation shall not be applicable to compulsory insurance, travel or luggage policies lasting less than a month, or to ones whose effect terminates within the fourteen calendar day period.

Personal data protection:

Pursuant to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the GDPR), Spain's Personal Data Protection and Digital Rights Safeguards Act 3/2018 of 5 December (hereinafter the LOPDGDD) and other applicable regulations, below is information about how Zurich processes your personal data as a result of the insurance contract::

Who the controller is?

Zurich Insurance Europe AG, Sucursal en España, with registered office at Paseo de la Castellana, 81, planta 22, 28046 Madrid, (hereinafter, "Zurich") is the controller.

Purposes of processing and lawful basis

Personal data will be processed by the controller for the following purposes and on the following legal bases which make the data processing legitimate:

• Managing the contract

The processing operations listed below are necessary for the performance of the insurance contract (Art. 6(1)(b) GDPR):

- Gathering data and information for the conclusion of the insurance contract and carrying out procedures for the contracted policy such as amending policy information, asking for bank information, extending coverage, handling claims, etc.
- If the customer asks to change or cancel their insurance policy over the phone, recording the reported part of the call as proof or evidence.
- Sending non-marketing messages related to the contracted policy and regulations.
- Disclosing data of the insured, policyholder, beneficiary or injured third party to reinsurance and coinsurance undertakings where needed to conclude a reinsurance or coinsurance contract.

The processing operations listed below are necessary for the insurer to comply with its legal obligations (Art. 6(1)(c) GDPR):

- Performing statistical and actuarial studies required for risk assessment and pricing of the policy.

When calculating the premium, we will need to analyse the customer's risk, make partially automated decisions and perform basic profiling to adjust the price according to the risk.

- Keeping the accounting ledgers required by the Code of Commerce and other regulations applicable to us as well as records of accounts, claims, technical provisions, investments, reinsurance contracts and policies, endorsements and cancellations made.
- Processing the data of third parties involved in the insurance contract, including beneficiaries, successors in title, legal representatives or injured third parties, in order to ensure full performance of the insurance contract and compliance with regulations. When the policy is executed by the policyholder for the benefit of a third party, the policyholder contractually accepts the obligation to notify such third parties about the processing of their personal data by the insurer and where applicable has to give the insurer the signed membership form following the procedure specified in Royal Decree 1060/2015 on the organisation, supervision and solvency of insurers and reinsurers in relation to prior insurance information.
- Carrying out relevant checks pursuant to applicable money laundering and terrorist financing legislation and fraud prevention best practices. To this end we may have to profile and conduct automated individual decision-making which will in all cases be reviewed by a team of professionals.

The processing operations listed below are based on Zurich's legitimate interest in its business and insurance operations (Art. 6(1)(f) GDPR). You may object to this processing by emailing protecciondedatos@zurich.com or writing to any of the addresses mentioned at the time of registration or provided by us in a specific promotion:

- In the insurance industry, automated processing of the personal data of customers and potential customers and profiling is an intrinsic and absolutely essential procedure for the business operations of any insurer with two purposes which ultimately have legal effects on those concerned. Firstly, it is performed for statistical and actuarial purposes to determine the risk and pricing of a potential customer's policies. This assessment may also be performed during the term of the insurance contract in response to new personal circumstances of the customer or a change in the actuarial technical basis. Secondly, for designing and marketing insurance products with a view to assessing the customer's profile so as to identify the most suitable type of insurance which best matches the characteristics and profile of the policyholder/insured.
- To offer the most suitable price based on your profile, the Insurer may consult insurance industry information systems and shared databases during the pre-contractual stage and at the time of policy renewal, to assess risks and adjust the premium. This process is carried out through an automated system that may analyse credit and/or sociodemographic data to assess your creditworthiness. You can consult additional information, the logic applied, and exercise your rights in the **Additional Information**.
- Centrally managing IT resources which may be shared by Zurich entities for internal administrative purposes or to ensure the security of information systems.

● **Sending marketing messages**

Zurich may send you marketing messages and promotions in relation to products similar to those you have taken out in accordance with the regulation on electronic commercial communications and other applicable regulations for the fulfilment of legitimate interests of the controller (Art. 6(1)(f) GDPR). You may object to this processing by emailing protecciondedatos@zurich.com or in in the "Unsubscribe" option at the bottom of the email.

• **Answering enquiries and service quality**

In certain cases, we will process your data to answer queries, categorise your requests or measure the quality of the service. The processing operations listed below are necessary for the fulfilment of the legitimate interests of the controller (Art. 6(1)(f) GDPR). You may object to this processing by emailing protecciondedatos@zurich.com or writing to any of the addresses mentioned at the time of registration or provided by us in a specific promotion:

- Surveying customers to assess their satisfaction with the care services provided and evaluate the calls as long as we have told them beforehand at the start of the conversation.
- If you contact us with an enquiry or suggestion through the channels provided such as phone numbers, the form in the "Contact us" section of our website or by the means described in this contract, we will process your data for the purpose of handling and replying to the enquiries and suggestions made and to evaluate the service provided. To optimise the service, your request may be processed by automated decision-making while fully respecting the rights and freedoms of the data subject and giving you the chance to be attended to by a person.

You can see more up-to-date information in the section "What does Zurich use personal data for?" in the Additional Information.

Recipients

When managing your insurance, in some cases we may share your data with third parties in order to handle your request (e.g. when you ask for a loss adjuster or repairer, when reinsurers or co-insurers are involved, for entering in shared insurance sector information systems or for payment at your bank). You can see further updated information under "What does Zurich use personal data for?" in the Additional Information.

Rights

Data protection regulations allow you to exercise your rights of access, rectification, objection, erasure ("right to be forgotten"), restriction of processing, portability and the right not to be subject to automated individualised decision-making. You can exercise your rights in relation to Zurich's processing of your personal data directly by emailing protecciondedatos@zurich.com with details of your request and identification of the data subject. You can see further updated information and the address for submitting requests by post in the **Additional Information**.

Additional Information

You can see further details about Zurich's processing operations together with additional and updated information on data protection at www.zurich.es/proteccion-datos.

Terms and Conditions

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II. Definitions

The following key words or phrases are shown in italics throughout the policy:

Accessories: All items that are installed in the factory or later on at an extra cost for the buyer, or which are part of an offer or gift from the dealer/manufacturer provided they are fixed and non-removable.

If no sum insured is specified for accessories, they will be insured at first loss up to €200 for motorcycles and €1,500 for cars with a limit of one claim per year. Consequently, the part of the premium used up must be replaced after a loss.

If higher sums are declared for accessories, the cover will be at full value. However, if there is a loss and the declared full value is lower than the accessories installed in the vehicle, the condition of average will be applied. Compensation for these items may not be greater than the vehicle's market value except in case of "total loss" or "total write-off". The value of the remains of the vehicle will remain the property of the insured and will be subtracted from the amount of compensation paid as a result of total loss.

C-segment compact car. Car with a maximum length of 4.30 metres and which does not have four-wheel drive.

Cyberattack. An unauthorised, malicious or criminal act or series of acts, at any time and in any place, or the threat or simulation of such acts involving access to, processing, use or operation of computer systems.

Cyber incident. Any error or omission or series of errors or omissions affecting access to, processing, use or operation of computer systems; or the unavailability or impossibility in whole or in part and on a single or repeated basis of accessing, processing, using or operating computer systems.

Cyber loss. Any damages, liability, claims, costs and expenses of any kind which directly or indirectly stem from, have been caused in whole or in part by or are related to a cyberattack or cyber incident, including by way of example but not limitation any measures taken to control, prevent, eliminate or remedy a cyberattack or cyber incident.

Driver. The person who, being legally qualified and also authorised by the *insured*, owner or possessor of the *insured vehicle*, is driving it or has it in their custody or under their responsibility at the time of the loss.

ECO vehicle. Electric or hybrid vehicle with a Zero or ECO fuel consumption sticker as classified by the DGT.

Excess. The expressly agreed amount or percentage which is deducted from any compensation paid by the insurer.

Extended market value. Value as new less 1% for each month since the date of first registration (regardless of the country where this was done). The resulting amount may not be less than current market value. The same rule applies to accessories.

Fire. Combustion and burning by flame that can spread of an object or objects which are not intended to be burned in the place and at the time it happens.

Insured vehicle. The one specified in the *schedule* of the policy. In the case of vehicle/trailer combinations separate insurance must be taken out for each of them. However, joint insurance of light caravans, trailers and semi-trailers with the main vehicle is accepted when their Maximum Authorised Mass (MAM) is less than or equal to 750 kg in the cases and for the covers provided for in these terms and conditions.

Insured. Unless otherwise expressly stated in any of the covers, the *insured* is the policyholder, the owner of the vehicle and the *main* or *occasional driver*.

Main driver. The first *driver* declared in the *schedule* of the policy and whose circumstances are a risk factor that may affect the premium.

Market value. Second-hand market sale price for trade professionals of a vehicle with the same specifications and age immediately prior to the occurrence of the loss, calculated using the values published by the National Association of Motor Vehicle Dealers, Repairers and Parts Suppliers (GANVAM) as a reference. The same rule applies to accessories.

The market value of vehicles for which no information is available from GANVAM due to their type will be determined by the loss adjuster technical report.

Motor home. Inhabitable vehicle (towed or self-propelled) fitted out for cooking and sleeping in.

Occasional driver. The second *driver* declared in the *schedule* of the policy and whose circumstances are a risk factor that may affect the premium.

Own damage. This means the cover that meets the cost of repair or compensation for material damage to the insured vehicle.

Personal belongings. Items included in the following list: glasses, camcorders, cameras, bags, wallets, smartphones or other mobiles, tablets, laptops and portable games.

Pets. Animals that live with people in the home, primarily for company.

Repair garage. Specialised establishment where qualified mechanics diagnose, repair and service vehicles to restore them to their normal condition and running order. They have the legally required licences for their work and use specific tools, machinery and equipment for car repairs.

Schedule. Contractual document showing the sums insured and covers of the insurance.

Special terms and conditions. Contractual document or clause that establishes a cover and/or sum insured for a risk or its scope. They will prevail over any other terms and conditions.

Suitable roads. Ordinary roads and non-ordinary roads where the tow truck can be driven.

Total loss/Total Write-off. Any repair that is greater than 75% of the market value of the damaged vehicle immediately prior to the occurrence of the loss.

Value as new. Retail price of the insured vehicle in Spain when new immediately prior to the loss, including any surcharges, discounts, promotions and taxes. In the event that the vehicle is no longer manufactured or does not appear in dealer catalogues or in the lists compiled by official bodies, the value as new of a vehicle of comparable specifications will be used.

III. General Considerations

1. SUBJECT MATTER OF THE INSURANCE

The insurer will provide the benefits set out in each cover in the policy for the risks arising from use of the *insured vehicle* specifically included in the policy *schedule*, which also shows the sums insured and covers. These benefits will be governed by these terms and conditions and also by any *special terms and conditions* which may be applicable.

2. TERRITORIAL LIMIT

The territorial limit for each of the covers is set out below:

- For Compulsory Liability, Voluntary Liability, Legal Expenses, *Driver Accident*, Glass, Theft, *Own Damage* and *Total Loss*, Fire and Damage due to weather events and collision with animals, the limit is the territory of the European Economic Area, states that are signatories to the Multilateral Guarantee Agreement and states that are signatories to the Uniform Agreement between Bureaux. The list of these states can be found in the International Insurance Certificate which the insurer provides to the policyholder.
- For risks coming under the Legal Protection included in the Legal Expenses cover, the territorial limit for representation is restricted to events and proceedings in Spain.
- For the Travel Assistance cover the territorial limit depends on whether it concerns risks for the vehicle or risks for people:
 - In the case of risks for the vehicle: the territorial limit is Spain, the rest of Europe and countries bordering the Mediterranean Sea.
 - In the case of risks for people: when on a journey the territorial limit is worldwide.
- For the Allowance for loss of driving licence and partial loss of points recovery course, the territorial limit is restricted to penalties initiated in Spain.
- For the Freight liability cover the territorial limit is the European Economic Area.
- For the Agricultural liability cover the territorial limit is Spain.

3. DAMAGE APPRAISAL

The insurer reserves the right to appraise damage in the covers taken out based on the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the *insured* is not able to claim it back. The parties will agree on the amount and form of compensation and the insurer will pay the agreed sum or arrange to replace the insured object, and any replacement will use materials approved by the relevant organisations. **Compensation for repair and replacement may not be greater than the vehicle's market value.**

IV. Covers

1. LIABILITY

1.1. Compulsory liability

The insurer covers the *driver's* liability for injury to people and damage to property as a result of driving the vehicle shown in the *schedule* up to the legal limits for compulsory insurance.

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Bodily injury of the *driver* of the insured vehicle.
- b) Damage to the insured vehicle, objects being carried in or on it and property belonging to the policyholder, *insured*, owner, *driver* or to their spouse or other relatives up to the third degree of kinship by blood or marriage.
- c) Bodily injury and material damage caused by the vehicle if it has been stolen, in which case the Insurance Compensation Consortium will provide any compensation that may be payable. Theft means the actions defined as such in the criminal code.
- d) Injury to people who are voluntarily in the stolen car and it is demonstrated that they are aware that the car has been stolen.
- e) The insurer may not use any exclusion in the policy against an injured party other than those specified by law, and it may recover any amounts paid from the *insured*.
- f) In the case of damage to property, the insurer will only be responsible vis-à-vis third parties when it is liable under Article 1902 and following of the Civil Code, Article 109 and following of the Criminal Code and the provisions of the Motor Vehicles Liability and Insurance Act.

1.2. Voluntary liability

The insurer covers payment up to the limit indicated in the policy *schedule* of any compensation which the *insured* and the authorised and legally qualified *driver* have to pay under the Motor Vehicles Liability and Insurance Act for their non-contractual liability for damage or injury to third parties as a result of traffic accidents when driving the vehicle specified in the policy. This cover will be for any compensation which exceeds the compulsory insurance cover set by law.

When the vehicle is a car for private use the following are covered:

- a) Liability for damage or injury to third parties who are not occupants of the insured vehicle due to falling and/or slipping luggage, personal objects (bicycles, skis, etc.) and goods carried in or on the vehicle and in or on the trailer or caravan, if its MAM is less than or equal to 750 kg, including when loading and unloading and provided that the objects are carried in compliance with prevailing legislation.

Damage or injury to people who are loading or unloading and any caused by toxic, flammable, explosive or corrosive materials is not covered.

- b) Non-contractual liability for the actions of the occupants of the vehicle, provided they are authorised passengers carried free of charge, while they are in the *insured vehicle* or getting into or out of it.
- c) Liability for the trailer or caravan as long as its MAM is less than or equal to 750 kg.
- d) Liability arising from damage or injury caused to a third party in traffic accidents by a minor child of the policyholder, owner or *driver* named in the *schedule* up to a limit of €120,000.
- e) The policyholder's voluntary liability when occasionally driving a third-party vehicle, a car or van with a MAM less than or equal to 3,500 kg, provided it does not have compulsory liability cover and the policyholder is not aware of this.

People who do not count as third parties for the voluntary liability cover

- a) People whose liability is covered by this policy.
- b) The spouse, forebears or descendants of the people indicated in the previous point.
- c) People who are not spouses, forebears or descendants of the people whose liability is covered by this policy but are related to them up the third degree of kinship by blood or marriage.
- d) When the policyholder or the owner is a legal entity, its legitimate representatives and the spouse and members of the families of these representatives who are related to them in any of the ways set out in points b) and c).
- e) The employees or salaried staff of the people whose liability is covered by this policy in accidents recognised as being accidents at work.

1.3. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Liability for damage to the *insured vehicle* or to things carried in or on it.
- b) Contractual liability.
- c) Liability for damage or injury to people being carried when the vehicle is not officially authorised to carry people except when fulfilling the duty to render aid or when absolutely essential.
- d) Costs for legal representation of the *insured* or the *driver* in criminal proceedings before the courts or the authorities unless otherwise agreed.
- e) Paying fines or penalties imposed by the courts or the authorities and the consequences of failure to pay such fines or penalties.
- f) Damage or injury not due to falling and/or slipping of objects carried in or on the vehicle for which the *insured* or a person or a person in their charge is liable, without prejudice to the provisions of paragraph 1.2.

1.4. Liability for agricultural work

If this cover has been taken out in the *schedule*, the insurer covers any compensation, bail bonds and/or criminal legal expenses of the *driver* which the *insured* or the authorised and legally qualified *driver* have to pay up to €30,000 when under Article 1902 and following of the Civil Code or Article 109 and following of the Criminal Code they are found liable for damage or injury to third parties arising from agricultural work with crops or livestock carried out with the insured vehicle.

2. DRIVER ACCIDENT

The *Driver Accident* cover can be taken out in either of the following two ways:

- Essential option
- Extended option

Based on the option taken out this cover includes payment of the compensation specified in the terms and conditions and the *schedule* for bodily injury to the authorised and legally qualified *driver* as a result of a traffic accident while they are in the *insured vehicle* or getting into or out of it which leads to their death, permanent disability or healthcare costs.

The Essential option covers are shown in the *schedule* and are described below. The Extended option covers in section 2.4 can be added to them if they are taken out in the *schedule*.

Both the Essential and the Extended options include a maximum benefit of €3,000 to meet the costs of adapting the vehicle in the event of permanent disability.

2.1 Death cover

If the *insured driver* dies as a result of an accident covered by this policy, the insurer will pay the beneficiaries the sum shown in the policy *schedule* within five days from the date on which they submit documents in proof of death, their status as beneficiaries and payment of any relevant taxes. If any benefits have been paid to the *insured* for permanent disability prior to their death, the amount of these benefits will be subtracted from the death benefit.

The insurer will also advance 50% of the benefit up to at most €6,000 if the *insured* dies in order to pay for any administrative and tax expenses their death involves.

2.2 Permanent disability cover

If it is the consequence of an accident covered by the policy, the insurer will pay the resulting compensation based on the following rules:

TOTAL permanent disability:

Total permanent disability means when the loss (taken to be permanent) of the insured's functional capacity according to the assessment table in this cover reaches or exceeds 100% and provided that it is recognised by a final decision of the INSS (National Institute of Social Security).

Total permanent disability is defined as the following situations:

INJURY	DEGREE OF DISABILITY
Loss or loss of use of both arms or both hands, or of an arm and a leg, or of a hand and a foot, or of both legs or both feet	100%
Incurable mental disturbance caused by trauma which makes any type of work impossible	100%
Complete and irreversible paralysis of the whole body	100%
Absolute and irreversible blindness	100%

PARTIAL permanent disability:

Partial permanent disability means when the loss (taken to be permanent) of the insured's functional capacity according to the assessment table in this cover does not reach or exceed 100% and provided that it is recognised by a final decision of the INSS (National Institute of Social Security).

In the case of partial permanent disability, the degree of disability resulting from irreversible side-effects will be determined on the basis of the following list of side-effects:

INJURY	DEGREE OF DISABILITY
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Complete loss of sight in one eye	30%
Reduction of binocular vision by half	30%
If sight in the other eye had already been lost before the accident	50%
Complete loss of hearing	40%
Complete loss of hearing in one ear	10%
If there was complete loss of hearing in the other ear before the accident	20 %
Complete loss of speech	30%
Loss or total loss of use:	
Of the right arm or hand	60%
Of the left arm or hand	50%
Of the right thumb	22%
Of the left thumb	18%
Of the right index finger	15%
Of the left index finger	12%
Of the right middle finger	10%
Of the left middle finger	9%
Of one of the other fingers of the right hand	7%
Of one of the other fingers of the left hand	5%
Of a leg above the knee	50%
Of a leg at or below the knee	40%
Of a foot at or below the ankle	30%
Of a big toe of either foot	10%
Of one of the other toes on either foot	5%

If the insured is left-handed, this scale will be reversed as applicable.

When the loss or loss of use is only partial, the degree of disability is set by reducing the above appraisals in proportion. The total compensation payable for a number of losses or losses of use of limbs caused by the same accident is calculated by adding together the degrees of disability for each one, although the total degree of disability thus calculated may not exceed 100%. Only pure functional impairment will be assessed without considering any cosmetic damage or osteosynthesis material or pain. If there is more than one percentage derived from different injuries, they will be added together following the table of combined values as per the AMA tables shown in Royal Decree 888/2022 of 18 October.

Decisions made by official Social Security authorities or courts in the form of a judgement will not determine the compensation to be paid by the insurer as the permanent injuries will in all cases be assessed in accordance with the scale laid down in these terms and conditions.

The degree of disability resulting from an accident will not be increased by any physical defects the insured may have had prior to the accident in limbs or organs which have not

been affected by it.

If an organ or limb affected by an accident already had a physical or functional defect prior to the accident, the insured is entitled to compensation for the difference between the pre-existing degree of disability and the degree of disability after the accident.

The insurer will give the insured written notification of the amount of compensation to which they are entitled exclusively in accordance with the degree of disability and the scales set in the policy. If the insured does not accept the insurer's proposal concerning the degree of disability, the parties agree to accept the decision of medical adjusters as specified by law.

If the insured dies after their disability has been established and as a result of the same accident, any amounts paid by the insurer will be deemed to be on account against the sum insured for death which will be paid in accordance with this cover.

You will be covered up to the maximum amount per policy year shown in the schedule. The compensation payable by the insurer will be the amount resulting from applying the degree of disability percentage for the type of injury to the sum insured agreed in the schedule.

If the insured's situation is not included in the above assessment table or the loss or loss of use is only partial, the degree of permanent disability will be calculated pursuant to Royal Decree 888/2022 of 18 October setting out the procedure for the recognition, declaration and qualification of the degree of disability or any legal regulation that may replace it.

If there are a number of side-effects arising from the same accident, the final psychophysical damage score will be the result of applying Balthazar's formula with the principles set out in paragraphs 1, 2 and 3 reproduced below of the annex on the "system for the assessment of damages to people in traffic accidents" in Royal Legislative Decree 8/2004 of 29 October enacting the recast text of the Motor Vehicles Liability and Insurance Act and up to at most 100 points:

If the insured had a degree of disability prior to the accident, the compensation payable will be set based on the degree of disability calculated as the difference between this pre-existing disability and the disability resulting from the accident. The score will be the result of applying the formula: $(M - m) / [1 - (m/100)]$, where "M" is the score of the side-effect in the person's current condition and "m" is the score of the pre-existing disability. Any decimal fractions in the result will be rounded to the highest unit.

2.3. Medical and pharmaceutical care cover

For the purposes of this cover healthcare costs means ones arising from medical and hospital care, medical transport required for treatment, the implant of internal prostheses, and the cost of pharmaceuticals and plastic surgery to repair functional alterations: cosmetic surgery is not covered.

In the event of an accident included in this cover, the insurer agrees to pay the medical, pharmaceutical and hospital care costs for healthcare received at any hospital in the country in which the *insured* has their habitual place of residence or in the country where the accident occurs, up to the limits shown in the *schedule* and provided that these costs are incurred within one year from when the incident takes place.

The following supplementary costs are included up to at most €600 provided that they are due to an accident with the vehicle shown in the *schedule*:

- Prosthesis, spectacles and auxiliary orthopaedic appliances on first purchase and their repair or replacement (value as new) if they have been damaged or destroyed as a result of the accident.
- Dental prostheses for damage to natural teeth or fixed prostheses.
- Accommodation and per diem allowance for up to at most 10 days for a companion in the same health facility in which the injured *insured driver* is hospitalised.

If the consequences of an accident are directly or indirectly aggravated by a pre-existing illness or one which occurs after and independently of the accident, the insurer will only be liable for the consequences that the accident would probably have had without the aggravation due to the illness. These cases will be submitted to the joint opinion of the insurer's doctor and the one chosen by the *insured driver*, and if they are unable to come to an agreement the provisions of Sections 38 and 39 of the Insurance Contract Act will be followed.

Once healthcare payments have been made, the insurer may exercise any rights and remedies to which the *insured* is entitled by reason of the loss against the people responsible for it, although this right may not be exercised to the detriment of the *insured*.

2.4. If the Extended Accident option is taken out:

- The additional expenses in section 2.3 resulting from the accident with the vehicle shown in the *schedule* are doubled.

2.5. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Accidents intentionally caused by the *insured driver*.
- b) Accidents which are covered by the Insurance Compensation Consortium under its regulations.
- c) Injury to anyone driving without the authorisation of the policyholder or the owner.
- d) Illnesses and their consequences which are not caused by an accident, dizzy spells, fainting or passing out, strokes, epilepsy or epileptiform of any kind, ruptured aneurisms, any bodily injury related to these conditions or others and their manifestations.

- e) Heat stroke, frostbite and other effects of atmospheric temperatures except when they result from an accident covered by the policy.
- f) No compensation of any sort will be paid for the psychological consequences of the accident.

3. TRAVEL ASSISTANCE

All the benefits covered by this section will be arranged by the insurer. You must phone the 24-hour helpline number given to you when you took out your insurance in order to use them.

The Travel Assistance cover can be taken out in any of the following ways:

- Essential Assistance
- Extended Assistance
- Plus Assistance

Whether the Travel Assistance cover has been taken out, and if so the option chosen, will be shown in the policy *schedule*.

Extended Assistance includes the Essential Assistance covers. Likewise Plus Assistance includes the Essential and Extended covers.

3.1. Conditions and covers specific to the Essential Assistance option.

The insurer provides all *insured* people with a general information service about its offices and branches and their business hours and services, events it organises and facilities provided to *insured* people, agents and the general public.

The following definitions are used for the purposes of this cover:

- a) *Insured*: the person resident in Spain who is the policyholder, their spouse, their forebears, provided that the latter live at the same address as the *insured*, and their descendants, insofar as the latter are physically in their care, and the main or *occasional driver* named in the policy *schedule*. If the policyholder is a legal entity the *insured* will be the person shown in the contract as the *driver* of the *insured vehicle*. If they are not declared, *insured* means any employee designated by the policyholder as long as their relationship is demonstrated by the company's TC2 social security contribution form or another document. The rights of the *insured* are not altered or adversely affected if they travel separately. In the event of a traffic accident, any other person who is travelling free of charge in the insured *vehicle* is also considered to be an *insured* person except for hitchhikers.

The occupants of public passenger vehicles such as taxis and urban and interurban buses are expressly excluded with the exception of the *driver* of the vehicle.

- b) *Insured vehicle*: the automotive vehicle *insured* by the policy and any caravan or trailer it is towing up to a MAM of 750 kg.

- c) Normal means of passenger transport: train with a first class ticket or aeroplane with an economy class ticket.

3.1.1. Vehicle risks

Travel Assistance is available from the habitual residence of the beneficiary.

3.1.1.1 Time limit, The insurer covers trips for up to at most 60 consecutive days from when they begin.

3.1.1.2 Covered risks:

a) Towing the vehicle in case of breakdown, accident or running out of battery.

The insurer will pay for the call out and labour costs of carrying out on-the-spot repair up to a limit of €450 and provided that it can be done in less than 30 minutes. The costs of any parts which may have to be replaced are not covered.

If the vehicle cannot be repaired on the spot:

For mopeds, motorcycles, cars and vans whose MAM is less than or equal to 3,500 kg, the insurer will pay for the cost of transporting them to the place specified by the *insured* up to a limit of 200 km. If the vehicle is more than 200 km from the *insured's* home, it will be taken to the dealer or *repair garage* nearest to where the accident took place.

For electric vehicles: the kilometre limit will not apply for towing due to running out of battery. The electric vehicle will be transported to the nearest charging point (information to be supplied by the policyholder) or to their usual residence, provided both are on the mainland or both are on the same island. The means of transport for the vehicle will be chosen by the insurer based on the kilometres to be travelled.

In the case of non-electric vehicles which need assistance due to their battery running out, the insurer will offer to replace the current battery on the spot (the *insured* will have to pay for the new battery). If the *insured* does not want to have the battery changed, the insurer will arrange to have the vehicle taken to the nearest repair garage. This service will be provided at most twice per year.

There is no kilometre limit for all other vehicles (MAM over 3,500 kg) and trailers/caravans with a MAM over 750 kg. In all cases there is a limit of €1,500 for transport to the nearest repair garage which can carry out the repair or for sending a specialist mechanic to where the event took place provided that this is possible.

b) Recovery

For mopeds, motorcycles, cars and any vehicle whose MAM is less than or equal to 3,500 kg, the insurer will pay for the cost of recovering the vehicle if it overturns or goes off the road and down a slope provided that this occurs when it is being driven on normal roads and up to a limit of €450.

For all other vehicles (MAM over 3,500 kg) there is a limit of €900.

c) Repatriation of the vehicle after breakdown or accident

If the vehicle cannot be repaired within 5 days and the repair will take 8 hours or more according to the manufacturer's guidelines, the insurer will arrange and pay for taking the vehicle to the repair garage specified by the *insured* near to their home. Any costs paid by the insurer may not in this case be greater than the *market value* of the vehicle at the time of repatriation or, in the event of theft, at the time when it is recovered.

The insurer will also pay for the repatriation of the trailer or caravan up to the limit of its *market value* if the towing vehicle is repatriated. This cover is only valid for vehicles whose MAM is less than or equal to 3,500 kg and trailers and/or caravans whose MAM is less than or equal to 750 kg.

This cover will also be applicable if the vehicle is found within at most six months after it has been stolen and has faults that mean that it cannot be driven.

d) Services for the insured if the vehicle is immobilised due to breakdown or accident

d.1. Hotels in Spain:

If the vehicle cannot be repaired during the day and if the forecast time of the repair is greater than 2 hours according to the manufacturer's guidelines, the insurer will arrange for hotel accommodation for the *insured* while they are waiting for the repair and pay for any actual costs incurred up to a maximum of €60 per night and *insured* for at most 2 nights. This service will be available for trips outside the town where the *insured* usually lives.

d.2. Hotels abroad:

If the vehicle cannot be repaired during the day and if the forecast time of the repair is greater than 2 hours, the insurer will arrange for hotel accommodation for the *insured* while they are waiting for the repair and pay for any actual costs incurred up to a maximum of €60 per night and *insured* for at most 5 nights.

d.3. Transport of people:

If the vehicle is immobilised in Spain for more than 48 hours and repair is to take 8 hours or more, or abroad for more than 5 days and repair is to take 8 hours or more, the insurer will transport each of the *insured* by normal means of transport or alternatively will provide them with a C-segment hire car up to a limit of €150. This transport will be to the *insured's* usual home or optionally to the final destination of the trip provided that the cost of travelling to the latter is not greater than the cost of transport to their home. Use of this cover excludes the right to hotel expenses.

e) Services for the insured if the vehicle is stolen

If the vehicle is stolen and not found within the 48 hours following the theft being reported, the conditions set out in point d3 above will apply.

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

The insurer will arrange for the *insured* to travel by normal means of transport to pick up the vehicle once it has been repaired or when it has been recovered in working order after theft.

g) Sending a driver to collect the insured vehicle and take it to the policyholder's home

The insurer will send a *driver* when the *insured* cannot continue driving due to illness, accident or death and they cannot be replaced by another passenger. The insurer will not pay for fuel or any of the vehicle's other expenses.

h) Sending spare parts and abandonment of the vehicle

The insurer will send any spare parts required if they are unobtainable on the spot from anywhere in Spain provided that they are available at a dealer for the vehicle make concerned. The cost of spare parts and any customs duties will be paid by the *insured*. The insurer will pay for the costs of the legal abandonment of the vehicle or those required to take the vehicle to a country where this can be done.

i) We will replace the wheel by the spare wheel if you get a puncture.

j) If you run out of fuel we will tow you to the nearest petrol station. We will pay at most €100 for expenses and do not cover the cost of the fuel.

k) Advance of bail bonds abroad

Up to €4,800 as a result of a traffic accident, to be repaid by the *insured* within three months or alternatively when the bond is returned to them by the authorities if this occurs before the three months have elapsed.

l) Legal representation expenses abroad.

As a result of a traffic accident and up to a limit of €1,800.

m) Custody expenses for the damaged vehicle

The insurer will pay for any custody expenses for the vehicle prior to its return or repatriation up to a limit of €150.

n) If the vehicle is immobilised due to filling up with the wrong type of fuel, (meaning it has been refuelled with fuel which is not compatible with the vehicle), the fuel drainage service will be provided in cases where the vehicle has not been driven with the wrong fuel and as long as there are appropriate assistance vehicles available in the insurer's assistance network to drain the fuel at that time. If such vehicles are not available or the insured vehicle has already been driven since refuelling with the wrong fuel, it will be taken to the nearest *repair garage*. Repair costs or damage to the insured vehicle due to filling up with the wrong fuel are not covered under any circumstances.

o) Transport and custody of any pets travelling with the *insured* when the *insured* is transferred due to accident, illness, death or breakdown. This service will only be provided when the place where the incident occurs and the *insured's* home are in mainland Spain or on a single island and up to a limit of €150.

p) Getting and sending replacement keys. If the *insured vehicle's* keys are lost or stolen, Zurich will arrange for sending replacement keys by the means it deems most appropriate. This service will only be provided when the place where the incident occurs and the *insured's* home are in mainland Spain or on a single island.

3.1.1.3. Risks not covered

In addition to the exclusions in section V 'General Exclusions', breakdowns which are the result of significant neglect of maintenance of the vehicle are not covered.

3.1.2. Risks for people (with or without vehicle)

3.1.2.1. Time limit. The insurer covers trips for up to at most 60 consecutive days from when they begin.

3.1.2.2 Covered risks,

a) Repatriation or medical transport of injured or sick people to Spain during a trip outside the town of usual residence.

Consistent with the judgement of the insurer's medical service, the insurer will arrange and pay for the transfer of the *insured* using the most suitable means of transport and including under medical supervision to a medical facility near to their home or to their home if hospital admission is not necessary. The use of an air ambulance plane is restricted to countries in Europe and ones bordering the Mediterranean Sea.

b) Repatriation or transport of family members.

When the previous cover has been used, the insurer will pay for the other *insured* people to return home by normal means of transport.

c) Early return

The insurer will pay up to €600 for the travel expenses of an *insured* in the event of the death of their spouse or a forebear or descendant in the first degree or a sibling to the place of burial and their return to the place where they were when the death occurred.

d) Travel of a family companion to be with the insured who is in hospital

If the *insured* is hospitalised for more than ten days, the insurer will pay for a companion to travel from anywhere in Spain using normal means of transport to the hospital where the *insured* is. If this is abroad, it will pay up to €60 a day and up to at most €600 for the costs of the stay of the companion on submission of receipts or other supporting documents.

e) Transport or repatriation of an insured who has died.

If the *insured* dies, from the place where death occurred to the place of burial in Spain and up to at most €3,000 per *insured*. The return of the other *insured* to their home in Spain is also covered up to at most €600 per *insured*. Post-mortem treatment and preparation expenses (such as the mandatory embalming and coffin for transport) in compliance with legal requirements are covered up to a limit of €3,000.

Under no circumstances will the cost of the normal coffin and burial and funeral service expenses be met by the insurer.

f) Payment or reimbursement of medical, surgery, pharmaceutical and hospitalisation expenses abroad.

Except for pre-existing conditions, the insurer will pay for medical expenses incurred outside Spain up to a limit of €6,000 and dental expenses up to €300. The *insured* undertakes to recover expenses from any other organisations which also cover these expenses and to repay any sums advanced to them by the insurer.

g) Staying in a hotel on medical grounds.

With the agreement of the insurer's medical team for up to €60 per day and up to at most €600.

h) Emotional support by phone

The insurer will provide the *insured* and their relatives with psychological emotional support by phone lasting up to at most 8 hours in the event of a traffic accident leading to serious injury or death. Psychological diagnosis, psychoanalysis and in-person therapy are excluded from this phone help service.

i) Help with delayed luggage

If the airline loses luggage and it is not recovered within the 24 hours following the arrival of the flight, the insurer will give the *insured* €120 as long as the *insured* is still away from their home at the end of this 24-hour period.

j) Sending and/or forwarding items left behind and/or stolen in the course of a trip (abroad)

The insurer will arrange and pay up to €120 for sending to the *insured* any items left behind during the trip or basic necessities which were left behind in their home at the start of the trip.

k) Provision of an interpreter in the event of accident or illness abroad up to at most €300 per claim.

l) Forwarding urgent messages

At the *insured's* request the insurer will arrange to forward any urgent messages required by claims covered by the policy to their relatives living in Spain.

m) Transport or repatriation of children who are under 14 or people with disability.

If an *insured* person who is repatriated or transferred is people with disability who require assistance from a third party, Zurich will appoint a person to accompany the children or people with disability on their return home. Alternatively it will provide a professional *driver* who will bring back the vehicle and the children or people with disability. This service will only be provided when the place where the accident occurs and the *insured's* home are in mainland Spain or on a single island.

3.2. Conditions and covers specific to the Extended Assistance option.

- All the travel assistance covers (in the above sections apart from section 3.1.1.2 a)) and whose limits are stated in euro are automatically doubled.
- In the case of vehicles with a MAM up to 3,500 kg and for the Towing the vehicle in case of breakdown or accident cover, the vehicle will be taken with no kilometre limit to the dealer or repair garage specified by the *insured* closest to their home. This service will only be provided when the place where the accident occurs and the *insured's* home are in mainland Spain or on a single island using tow trucks, and arrangements will also be made to take the vehicle's occupants straight to their home. This transport will be to the *insured's* usual home or optionally to the final destination of the trip provided that the cost of travelling to the latter is not greater than the cost of transport to their home. Use of this cover excludes the right to hotel expenses.
- Remote technological support for electric/hybrid vehicles is available 24/7 to help with queries or incidents arising from private use of the car's electronic devices (concerning sat navs, portable DVDs, Wi-Fi, hands-free, etc.).
- When charging the electric/hybrid vehicle, a helpline staffed by specialist technicians is available to answer any queries or questions about the vehicle or the charging station. This helpline service is provided during working hours.

3.3. Conditions and covers specific to the Plus Assistance option

- Zurich will provide you with a C-segment compact car with an ECO version for electric and hybrid vehicles (subject to availability or agreement with the insurer) as a replacement vehicle following an accident if the vehicle is being repaired and when the repair takes longer than 8 hours according to Zurich's guidelines and loss adjuster or in the case of theft on presentation of the report made to the police. This cover is only valid when the insured vehicle is a car for private use and the replacement vehicle will be provided for a fortnight at most. Once the vehicle has been repaired and handed over, the replacement vehicle must be returned to Zurich within 24 hours. This cover will only be applicable when at least one of the drivers of the vehicle meets the requirements set by rental companies, such as minimum age and length of time holding a driving licence.

3.4. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Relapses, check-ups, treatment and expenses arising from illnesses whether mental or otherwise or pathological conditions known to the *insured* at the time when they began the trip.
- b) Expenses related to chronic illness and for prostheses of any type and thermal cures.
- c) Pregnancies. Nonetheless, cases involving unforeseeable complications are covered up to the sixth month.
- d) Incidents arising from participation in sports competitions or sports events or in training for them, and from doing high-risk activities such as climbing, boxing, martial arts, bobsleighbing, fencing, bungee jumping, rafting, skiing, snowboarding, or aerial sports in general such as gliding, hang gliding or parachuting. Also excluded is rescuing people in mountains, at sea or in deserts.
- e) Death by suicide and illnesses or injuries arising from attempted suicide and the intentional self-harm of the *insured*.
- f) The consequences of criminal actions in which the *insured* takes part.
- g) Treatment of illnesses or pathological conditions caused by the intentional intake or administration of toxic substances, drugs or narcotics or the use of medicine without a doctor's prescription.
- h) Passengers who are hitchhikers.
- i) Emotional support by phone will not be provided when the insured vehicle is used for professional purposes.
- j) If the vehicle has been stolen, when it is not demonstrated that the theft has been immediately reported to the authorities.

- k) Injuries sustained when performing a professional activity except for accidents suffered as the *driver* or passenger of the *insured vehicle*.
- l) Services for abandoned vehicles.

4. GLASS

The insurer covers the cost of replacing or repairing and fitting the vehicle's glass if it is broken and at its market price including any of its *accessories*

Glass exclusively means the windscreen, rear window, side windows, tinted glass, and sunroofs and panoramic roofs fitted as standard or declared as accessories.

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Damage to glass in a trailer or caravan which is being towed by the *insured vehicle*.
- b) Stains, scratches, chipping and other surface marks which do not constitute total or partial breakage and which do not interfere with normal visibility.
- c) Damage to and/or breakage of headlights, rear lights, indicators, mirrors or any other glass components of the *insured vehicle* other than those specified above.
- d) If the glass is not repaired or replaced.

5. THEFT

The insurer covers compensation for damage to the *insured vehicle* provided that it is caused by unlawful taking away by third parties against the will of the owner, *insured* or *driver*. The sum insured is the vehicle's *value as new* plus its *accessories*.

The insurer will appraise repairs based on the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the *insured* is not able to claim it back.

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

If there is a change in the vehicle's *value as new*, the sum insured will be automatically altered to take this change into account and the insurer will restate the premiums on the next due date.

Based on the above principles, compensation will be reduced proportionately in the case of vehicles purchased at below market price.

The *insured* can restrict the cover by taking out an *excess* for all the damage. This *excess* will then be subtracted from the sum shown in the policy *schedule* and the *insured* will pay it directly in each claim for damage to their vehicle.

The Vehicle Theft covers and their appraisal criteria are as follows:

a) Theft of the entire vehicle.

a.1) In the case of cars for private use or private transport vans whose MAM is less than 3,500 kg, compensation will be at value as new (2 or 3 years) depending on the type of contract as shown in the schedule.

2 years at value as new

- From the date of first registration until the vehicle is two years old, compensation will be paid at value as new.
- During the third, fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

3 years at value as new

- From the date of first registration until the vehicle is three years old, compensation will be paid at value as new.
- During the fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

a.2) For all other vehicles, compensation is paid at 100% of their market value based on section II-Definitions.

With respect to sections a.1 and a.2, in no case may the amount of compensation be greater than the sum insured for the vehicle specified in the policy.

b) Theft of parts which are fixed and essential components of the vehicle

built into its basic model and which are not *accessories*. Compensation will be at 100% of their *value as new* except for stolen parts subject to wear and tear, such as catalytic converters, batteries, clutches, exhausts, brakes, etc., which will be depreciated accordingly.

c) Damage to the insured vehicle during the time it is in the possession of third parties as a result of theft and any damage caused by attempted theft except for stolen parts subject to wear and tear, such as catalytic converters, batteries, clutches, exhausts, brakes, etc., which will be depreciated accordingly

d) Additional covers:

- The insurer will pay the *insured* up to €300 for luggage and clothing for personal use stolen from inside the vehicle during a trip outside the town of usual residence.

- For private passenger cars, the insurer will pay up to €300 for the insured's personal belongings stolen from inside the vehicle as a result of the partial or total theft of the vehicle. The insured has to notify the insurer about the claim by presenting the report made to the police which provides proof of coverage. Simple theft of personal belongings is not covered.

This cover only applies up to one month from the date of occurrence of the events.

- Child seats (baby seats or boosters) are covered up to €300 when the result of a vehicle theft loss.
- In the case of electric and hybrid cars and motorbikes of the charging cable (original and replacement) and plug of the insured vehicle shown in the schedule. Simple theft is excluded. Cover is limited to 1 claim per year and up to at most €200.

In all cases tyres and tyre inner tubes will be compensated for at 100% of their *market value* immediately prior to the theft.

5.1. Effect of the recovery of the stolen vehicle

5.1.1. If the stolen vehicle is recovered within 30 days, the *insured* must accept its return and pay back any compensation received.

5.1.2. If the vehicle is recovered after 30 days, it will become the insurer's property. The *insured* agrees to sign any documents required to transfer ownership to the insurer or the third party designated by the insurer, unless they wish to recover their vehicle. In this case they will have to pay back any compensation they have received and the insurer will be obliged to return the vehicle to the *insured*, provided that the *insured* agrees to this within a fortnight of the offer being made.

5.2. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) The policy does not cover *accessories* which have not been type-approved or are not in the vehicle's specifications card or ones which are type-approved but modify its external, internal or mechanical structure in part or in whole.
- b) Depreciation of the vehicle subsequent to repair after a loss and any depreciation of damaged parts subject to wear and tear such as catalytic converters, batteries, clutches, exhausts, brakes, etc.
- c) Theft of any trailers and/or caravans towed by the *insured vehicle*.
- d) Theft brought about by the gross negligence of the *insured*, the policyholder or of people who work for or live with them.
- e) Theft committed by relatives of the insured or of the policyholder up to the third degree of kinship by blood or marriage, or by the workers or employees of any of them.

- f) If the insured risk is a *motor home*, it is expressly stated that the policy covers do not include any property or items inside or attached to it. Even when fixed to the vehicle, these objects are not considered accessories but rather part of the motor home's equipment.

5.3. Termination of the contract

If the *insured vehicle* is stolen and not recovered, the contract will be terminated.

In the case of theft of *accessories*, cover of these objects will be cancelled. **If the policyholder replaces them and wishes to insure them again, they must pay the premium for the object(s) in question.**

Theft of fixed parts of the vehicle that are built into its basic model will not have the effect set out in the previous two paragraphs.

6. VEHICLE FIRE

Expressly included in the fire cover is:

Damage to the insured vehicle due to fire or explosion, whatever its cause may be and including to the electrical system and appliances and its accessories and charging cables (original and replacement) in electric/hybrid cars and motorbikes as a result of a short-circuit and self-combustion even when there is no fire and provided the damage is caused by the effects of electricity. Cover is limited to 1 claim per year and up to at most €200.

The sum insured is the vehicle's *value as new* plus *accessories*.

In any of the cases shown above the insurer will pay the essential costs for transporting the damaged vehicle to the nearest repair garage.

6.1. Criteria for claims adjustment

The insurer will appraise repairs based on the cost of materials, parts or paint, the cost of labour for repair or replacement **and Value Added Tax provided that the insured is not able to claim it back.**

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

If there is a change in the vehicle's *value as new*, the sum insured will be automatically altered to take this change into account and the insurer will restate the premiums on the next due date.

Based on the above principles, compensation will be reduced proportionately in the case of vehicles purchased at below market price.

In line with the above principles, valuation is applied according to each case:

a.1) In the case of cars for private use or private transport vans whose MAM is less than 3,500 kg, compensation will be at value as new (2 or 3 years) depending on the type of contract as shown in the schedule.

2 years at value as new

- From the date of first registration until the vehicle is two years old, compensation will be paid at value as new.
- During the third, fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

3 years at value as new

- From the date of first registration until the vehicle is three years old, compensation will be paid at value as new.
- During the fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

a.2) For all other vehicles, compensation is paid at 100% of their market value based on section II-Definitions.

With respect to sections a.1 and a.2, in no case may the amount of compensation be greater than the sum insured for the vehicle specified in the policy.

- c) Child seats (baby seats or boosters) are expressly included up to €300 when the result of a vehicle fire loss.

6.2. Requirement to submit invoices

The parties may agree to replace payment of compensation by the repair or replacement of the damaged vehicle. When payment of compensation is agreed, the *insured* must first present the invoices for repair of the damage. The insurer reserves the right to check the repair of the vehicle.

6.3. Abandonment

The *insured* may not abandon damaged property to the insurer for repair or disposal.

6.4. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Damage to tyres and inner tubes, save in the event of *total loss* of the *insured vehicle*.
- b) Depreciation of the vehicle subsequent to repair after a loss and any depreciation of damaged parts subject to wear and tear such as catalytic converters, batteries, clutches, exhausts, brakes, etc.
- c) The policy does not cover *accessories* which have not been type-approved or are not in the vehicle's specifications card or ones which are type-approved but modify its external, internal or mechanical structure in part or in whole.
- d) Damage occurring when the insured vehicle is driven in places that are not suitable roads for it unless otherwise agreed in the schedule.
- e) Damage to any trailers and/or caravans towed by the *insured vehicle*.
- f) If the insured risk is a *motor home*, it is expressly stated that the policy covers do not include any property or items inside or attached to it. Even when fixed to the vehicle, these objects are not considered accessories but rather part of the motor home's equipment.

7. TOTAL LOSS OF THE VEHICLE

The insurer will cover damage to the *insured vehicle* as a result of an accident produced by an external, violent and instantaneous cause beyond the *insured's* control when the vehicle is being driven, is parked or is being transported.

Expressly included is damage due to:

- a) Overturning or falling of the vehicle or collision with other vehicles or with any other object whether moving or stationary.
- b) Land subsidence or the collapse of bridges or roads.
- c) Offences or malicious acts by third parties provided that the *insured* has taken all possible steps to prevent them and that they are not social or political events.

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

In any of the cases shown above the insurer will pay the essential costs for transporting the damaged vehicle to the nearest repair garage.

7.1. Criteria for claims adjustment

The insurer will appraise repairs based on the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the *insured* is not able to claim it back.

The value of the remains of the vehicle will remain the property of the *insured* and will be subtracted from the amount of compensation paid as a result of *total loss*.

If there is a change in the vehicle's *value as new*, the sum insured will be automatically altered to take this change into account and the insurer will restate the premiums on the next due date.

Based on the above principles, compensation will be reduced proportionately in the case of vehicles purchased at below market price.

In line with the above principles, valuation is applied according to each case:

a.1) In the case of cars for private use or private transport vans whose MAM is less than 3,500 kg, compensation will be at value as new (2 or 3 years) depending on the type of contract as shown in the schedule.

2 years at value as new

- From the date of first registration until the vehicle is two years old, compensation will be paid at value as new.
- During the third, fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

3 years at value as new

- From the date of first registration until the vehicle is three years old, compensation will be paid at value as new.
- During the fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

a.2) For all other vehicles, compensation is paid at 100% of their market value based on section II-Definitions.

With respect to sections a.1 and a.2, in no case may the amount of compensation be greater than the sum insured for the vehicle specified in the policy.

7.2. Abandonment

The *insured* may not abandon damaged property to the insurer for repair or disposal.

7.3. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Damage caused by seismic events.
- b) Damage caused by freezing of the water in the radiator.

- c) Depreciation of the vehicle subsequent to repair after a loss and any depreciation of damaged parts subject to wear and tear such as catalytic converters, batteries, clutches, exhausts, brakes, etc.
- d) The policy does not cover *accessories* which have not been type-approved or are not in the vehicle's specifications card or ones which are type-approved but modify its external, internal or mechanical structure in part or in whole.
- e) Damage occurring when the *insured vehicle* is driven on roads which are not suitable for it unless otherwise agreed in the *schedule*.
- f) Damage to any trailers and/or caravans towed by the *insured vehicle*.
- g) Damage arising from the use of the vehicle after the loss has occurred when this use is the cause of the subsequent damage. In this case compensation will be restricted to the direct damage caused by the accident.
- h) If the insured risk is a *motor home*, it is expressly stated that the policy covers do not include any property or items inside or attached to it Even when fixed to the vehicle, these objects are not considered accessories but rather part of the motor home's equipment.

8. VEHICLE OWN DAMAGE

The insurer will cover damage to the *insured vehicle* as a result of an accident produced by an external, violent and instantaneous cause beyond the *insured's* control when the vehicle is being driven, is parked or is being transported.

Expressly included is damage due to:

- a) Overturning or falling of the vehicle or collision with other vehicles or with any other object whether moving or stationary.
- b) Land subsidence or the collapse of bridges or roads.
- c) Offences or malicious acts by third parties provided that the *insured* has taken all possible steps to prevent them and that they are not social or political events.
- d) Accidents caused by defects in materials, manufacturing defects or poor maintenance. In such cases the insurer's cover will be restricted to the repair of the damage caused by the accident and will not include repair of the defective or poorly maintained parts.
- e) Child seats (baby seats or boosters) are included up to €300 when the result of a loss in which there is other material damage.
- f) For electric/hybrid cars and motorbikes, damage to the battery, cables and charging plug of the insured vehicle shown in the schedule is covered when it is the consequence of a loss in which there is other material damage. Cover for the replacement cable is limited to 1 claim per year and up to at most €200.

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

In any of the cases shown above the insurer will pay the essential costs for transporting the damaged vehicle to the nearest *repair garage*.

The *insured* can restrict the cover by taking out an *excess* for all the damage. This *excess* will then be subtracted from the sum shown in the policy *schedule* and the *insured* will pay it directly in each claim for damage to their vehicle.

The insurer also covers the cost of cleaning the inside of the vehicle when needed due to carrying people injured in an accident free of charge on presentation of proof of payment and up to at most €300.

8.1. Criteria for claims adjustment

The insurer will appraise repairs based on the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the *insured* is not able to claim it back.

The value of the remains of the vehicle will remain the property of the *insured* and will be subtracted from the amount of compensation paid as a result of *total loss*.

If there is a change in the vehicle's *value as new*, the sum insured will be automatically altered to take this change into account and the insurer will restate the premiums on the next due date.

Based on the above principles, compensation will be reduced proportionately in the case of vehicles purchased at below market price.

In line with the above principles, valuation is applied according to each case:

a.1) In the case of cars for private use or private transport vans whose MAM is less than 3,500 kg, compensation will be at value as new (2 or 3 years) depending on the type of contract as shown in the schedule.

2 years at value as new

- From the date of first registration until the vehicle is two years old, compensation will be paid at value as new.
- During the third, fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

3 years at value as new

- From the date of first registration until the vehicle is three years old, compensation will be paid at value as new.
- During the fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

a.2) For all other vehicles, compensation is paid at 100% of their market value based on section II-Definitions.

With respect to sections a.1 and a.2, in no case may the amount of compensation be greater than the sum insured for the vehicle specified in the policy.

8.2. Requirement to submit invoices

The parties may agree to replace payment of compensation by the repair or replacement of the damaged vehicle. When payment of compensation is agreed, the *insured* must first present the invoices for repair of the damage. The insurer reserves the right to check the repair of the vehicle.

8.3. Emergency repairs

In the event of damage included in this cover which affects parts of the vehicle that are essential for its normal use and must be repaired as a matter of urgency, the *insured* may have the repairs done at a cost of no more than €300 and submit proof of payment for them to the insurer which will then reimburse the *insured*.

8.4. Abandonment

The *insured* may not abandon damaged property to the insurer for repair or disposal.

8.5. Risks not covered

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Damage caused to the insured vehicle by objects carried in or on it or resulting from loading or unloading these objects.
- b) Damage caused by seismic events.
- c) Damage caused by freezing of the water in the radiator.
- d) Damage to tyres and inner tubes, save in the event of the *total loss* of the *insured vehicle* or when the tyres are damaged as a result of a loss where there is other property damage other than to the rim and the tyre. In the latter case, compensation will only be paid for the damaged tyre (tyre and inner tube) at *value as new*.
- e) Depreciation of the vehicle subsequent to repair after a loss and any depreciation of damaged parts subject to wear and tear such as catalytic converters, batteries, clutches, exhausts, brakes, etc.
- f) The policy does not cover *accessories* which have not been type-approved or are not in the vehicle's specifications card or ones which are type-approved but modify its external, internal or mechanical structure in part or in whole.

- g) Damage occurring when the *insured vehicle* is driven on roads which are not suitable for it unless otherwise agreed in the *schedule*.
- h) Damage to any trailers and/or caravans towed by the insured vehicle.
- i) Damage arising from the use of the vehicle after the loss has occurred when this use is the cause of the subsequent damage. In this case compensation will be restricted to the direct damage caused by the accident.
- j) If the insured risk is a *motor home*, it is expressly stated that the policy covers do not include any property or items inside or attached to it. Even when fixed to the vehicle, these objects are not considered accessories but rather part of the motor home's equipment.

9. ALLOWANCE FOR LOSS OF DRIVING LICENCE AND PARTIAL LOSS OF POINTS RECOVERY COURSE.

For the purposes of this cover the *insured* is the *main driver* of the *insured vehicle* shown in the policy *schedule*.

9.1. Allowance for loss of driving licence: under this cover the insurer will pay a monthly allowance to the *insured* for the amount and within the limits shown in the *schedule* for at most six months if they lose their driving licence under the penalty points system. This loss must be ordered by government decision and exclusively as a result of the *insured's* recklessness, fault or negligence.

The amount of the monthly allowance may not be more than 80% of average monthly income and the *insured* must provide proof of this in order to receive the benefit.

9.2. Partial loss of points recovery course: the insurer will reimburse the *insured* for the cost of the course when they have six or fewer points left up to €250 per year on presentation of proof of payment for the course.

9.3. Risks not covered

In addition to the exclusions in section V 'General Exclusions', payment of the allowance for loss of driving licence is not covered in the following cases:

- a) When it is ordered by a court.
- b) When it is the consequence of wilful misconduct or road safety offences.
- c) When the *insured* has fewer than eight points on their driving licence at the time when the policy cover begins.
- d) When the last offence leading to loss of the driving licence has been committed prior to the inception date of the policy cover.

10. DAMAGE DUE TO WEATHER EVENTS AND COLLISION WITH ANIMALS

The insurer will cover direct material damage to the *insured* vehicle as a result of:

- a) Hail or snow.
- b) Flooding on the occasion or as a result of the overflowing or deviation of the normal course of water in lakes with no natural outlet, canals, irrigation channels and other manmade aboveground watercourses, sewers, waste pipes and other underground conduits when they overflow, burst, break or break down.
- c) *Own damage* due to running over animals that collide with the vehicle is covered provided there is a police report that corroborates it or there is evidence that can be verified by the professionals designated by the insurer prior to the repair of the vehicle.

Provided that the incidents listed above are not caused by events which are risks covered by the Insurance Compensation Consortium.

See the definition of accessories in the definitions section of this document for the terms and conditions and sums insured for accessories.

The insurer will appraise repairs based on the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the *insured* is not able to claim it back.

Compensation for these items may not be greater than the vehicle's *market value* except in case of "*total loss*" or "*total write-off*". The value of the remains of the vehicle will remain the property of the *insured* and will be subtracted from the amount of compensation paid as a result of *total loss*.

If there is a change in the vehicle's *value as new*, the sum *insured* will be automatically altered to take this change into account and the insurer will restate the premiums on the next due date.

Based on the above principles, compensation will be reduced proportionately in the case of vehicles purchased at below market price.

In line with the above principles, valuation is applied according to each case:

a.1) In the case of cars for private use or private transport vans whose MAM is less than 3,500 kg, compensation will be at value as new (2 or 3 years) depending on the type of contract as shown in the schedule.

2 years at value as new

- From the date of first registration until the vehicle is two years old, compensation will be paid at value as new.
- During the third, fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

3 years at value as new

- From the date of first registration until the vehicle is three years old, compensation will be paid at value as new.

- During the fourth and fifth years after first registration, compensation will be paid at extended market value, provided that this is not less than the market value at the time of the loss in which case the higher of the two amounts will apply.
- From the sixth year onwards, compensation will be paid at market value.

a.2) For all other vehicles, compensation is paid at 100% of their market value based on section II-Definitions.

With respect to sections a.1 and a.2, in no case may the amount of compensation be greater than the sum insured for the vehicle specified in the policy.

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Damage to the vehicle due to dripping, leaks, rusting or damp, whatever the cause may be, or produced by snow or water which enters via doors, windows and other openings which have not been closed or whose closing mechanism is defective.
- b) Damage caused by freezing of the water in the radiator.
- c) Depreciation of the vehicle subsequent to repair after a loss and any depreciation of damaged parts subject to wear and tear such as catalytic converters, batteries, clutches, exhausts, brakes, etc.

11. FREIGHT LIABILITY

The insurer covers the insured's legal liability to compensate other people up to the limits shown in the *schedule* for damages as a direct result of damage or injury caused by carried goods, including loading and unloading and except in the case of toxic, flammable, explosive or corrosive materials or damage caused by road traffic incidents.

Benefits provided by the insurer in the event of a loss:

- a) Posting bonds for civil and criminal liability, except for fines, required of the *insured*.
- b) Legal representation against the claim filed by the alleged injured party including paying the fees of the lawyers and court representatives appointed by the insurer.

As this legal representation comes under Section 74 of the Insurance Contract Act 50/80, the *insured* may only appoint the legal representatives of their choice if there is a conflict of interest which the insurer will immediately tell them about. This is the only case in which the insurer will pay the fees and expenses of legal professionals other than those it appoints.

Under no circumstances will the benefits provided by the insurer exceed the sum insured shown in the *schedule*.

In addition to the exclusions in section V 'General Exclusions', the following are not covered:

- a) Any damage caused by the cargo carried or handled to the carrier vehicles and/or equipment used.
- b) Damage or injury caused by objects insured by the policy after delivery once the *insured* has lost the right to dispose of the product.
- c) Claims due to suspension of road, air, sea or rail traffic.

V. General exclusions

1. RISKS NOT COVERED UNLESS OTHERWISE AGREED

- a) Those occurring when the *insured vehicle* is taking part in races or competitions or in practice sessions for them.
- b) Those occurring while the *insured vehicle* is inside a seaport or airport facility in the case of vehicles which are habitually driven in such facilities.

2. RISKS NOT COVERED UNDER ANY CIRCUMSTANCES

- a) Those caused intentionally, with the vehicle or to the vehicle, by the *insured*, unless the damage has been caused as a result of necessity or to avoid a greater evil.
- b) Extraordinary risks covered by the Insurance Compensation Consortium.
- c) Those occurring when the *driver* is drunk or under the influence of drugs, toxics or narcotics, psychotropic substances, stimulants or analogous substances which alter the physical or mental state required for safe driving. Blood and breath alcohol levels may not exceed prevailing legal limits. This exclusion will not affect the owner of the vehicle when the driver is one of their salaried employees and is not an alcoholic or habitual drug user.
- d) Those occurring when the *insured vehicle* is being driven by a person who is unauthorised, does not have the appropriate driving licence or is driving after their licence has been cancelled or withdrawn by the authorities, except for the *insured's* rights under the theft cover when this is included in the policy. However, in the case of driving school vehicles the insurance will also be valid when they are being driven by students who are accompanied by a legally authorised instructor or under the guidance and supervision of such instructor.
- e) When the *driver* of the *insured vehicle* that causes the accident is convicted of the offence of "failure to render aid". This exclusion will not affect the owner of the vehicle when the driver is one of their salaried employees, without prejudice to the insurer's right of recovery against this *driver*.
- f) Those occurring as a result of the theft or improper use of the vehicle, without prejudice to the provisions of the theft cover.

- g) Provided that the offence has been the determining factor in the accident, those occurring in cases of breach of legal regulations on technical obligations concerning vehicle safety, compulsory use of seatbelts, helmets and other safety devices, driving and rest times, requirements and the number of people carried, weight and size of objects or animals which may be carried or the arrangements made for stowing them.
- h) Those occurring when the insured vehicle is taking part in wagers or challenges or in manifestly dangerous or criminal acts.
- i) Those which affect or are derived from the trailer or caravan being towed by the *insured vehicle*. This exclusion does not affect the compulsory and voluntary liability covers provided that the trailer or caravan is declared in the policy *schedule* and the corresponding premium has been paid.

Under all circumstances the insurer will not have to pay compensation or provide any other benefit if the loss has been caused by the bad faith of the *insured* or the *driver* authorised by them or if there has been wilful falsehood or simulation in the claim report, without prejudice to any other liabilities that may otherwise arise.

- j) This policy excludes any cyber loss, cyberattack or cyber incident, damages, liabilities, claims, costs and expenses of any kind whose purpose is to cause indiscriminate harm, whether on a single occasion or over a period of time, to groups of people or affected parties
- k) In addition to the exclusions specified in each cover, the policy does not include in general for all covers any losses occurring as a result of armed conflicts, civil or international war (whether or not it has been officially declared), the actions of the armed forces and law enforcement agencies in peacetime, insurrection, popular or military uprisings, terrorism, rioting and civil disturbance, although they may be covered by the Insurance Compensation Consortium under the extraordinary risk coverage regulations in force at any given time.
- l) Vehicles requiring administrative authorisation for road use but which have been temporarily or permanently deregistered from the Directorate General of Traffic's vehicle register.
- m) Damage occurring as a consequence of handling or replacement of parts or any kind of repair by people who are not authorised to perform any of these operations or by *repair garages* which are not legally established.

Under all circumstances the insurer will not have to pay compensation or provide any other benefit if the loss has been caused by the bad faith of the insured or the driver authorised by them or if there has been wilful falsehood or simulation in the claim report, without prejudice to any other liabilities that may otherwise arise.

VI. Regulations

1. PREMIUM FOR THE INSURANCE

1.1. Payment of the premium

When the contract is concluded the policyholder must pay the first premium. Subsequent premiums must be paid on their due dates.

If the risk disappears during the term of the contract, the insurer is entitled to retain the unearned premiums.

1.2. Consequences of failure to pay the premium

If the first premium or the single premium has not been paid when it falls due for reasons attributable to the policyholder, the insurer may terminate the contract or, if the policy has been signed, take legal action to enforce payment based on the policy. Under all circumstances the insurer will be released from its obligation.

Failure to pay one of the premiums for successive periods will mean the insurer's cover will be suspended one month after the premium's due date.

If the contract has not been terminated in accordance with the above paragraphs, the cover will once more come into effect at 24:00 on the day on which the policyholder pays the premium.

2. LIFETIME OF THE POLICY

The parties may decide not to renew the contract by writing to the other party at least one month before the end of the policy period in the case of the policyholder and at least two months in the case of the insurer.

2.1. Increase in the risk during the term of the contract

Any differences occurring over the life of the contract with respect to the *schedule* and *special terms and conditions* drawn up at the start of the policy will be deemed to be changes in the policy.

During the time when the contract is in force, the policyholder or the *insured* must report to the insurer as soon as possible any variation in the factors and circumstances declared and/or taken from the prior questionnaire and/or shown in the *schedule* and *special terms and conditions* that may increase the risk and are of such a nature that had they been known by the insurer before the contract was signed, it would not have agreed to cover the risk or it would have done so under more onerous conditions for the policyholder.

2.2. Powers of the insurer in case of an increase in the risk

The insurer may propose an amendment to the contract conditions within two months from the date on which it is informed about an increase in the risk. In this case the policyholder has a fortnight from receipt of this proposal to either accept or reject it. If the policyholder rejects the proposal or does not reply to it, once this period has expired the insurer may terminate the contract after notifying the policyholder and giving them a further period of a fortnight in which to reply, after which and within the following eight days it will notify the policyholder of the final termination of the policy.

The insurer may also terminate the contract by notifying the *insured* in writing within one month from the date on which it becomes aware of the increased risk.

In the event of an increase in the risk during the time the insurance is in force which entails an increase in the premium and when because of this the policy is cancelled, if the increase in the risk is attributable to the *insured*, the insurer will keep the total amount of the premium paid. If the increase in the risk is due to causes beyond the control of the *insured*, they will be entitled to be reimbursed for the part of the premium paid for the remainder of the then current policy year.

2.3. Consequences of not reporting an increase in the risk

If a loss occurs without a declaration of increased risk having been made, the insurer will be released from its obligation to pay any benefits if the policyholder or the *insured* has acted in bad faith. Otherwise, any benefit the insurer pays will be reduced in proportion to the difference between the premium agreed and the one it would have charged if it had known the true magnitude of the risk.

VII. Insurance Compensation Consortium

Clause for indemnification by the insurance compensation consortium for losses arising from extraordinary events occurring in Spain in insurance for material damage.

1. Damage to property and injury to people

Pursuant to the recast text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, the policyholder of a contract of insurance of the type which is required to include a surcharge in favour of the abovementioned public business organisation is entitled to arrange cover of extraordinary risks with any insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein will be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges for it and either of the following situations should arise:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b) Even though it is covered by the insurance policy, the insurer is unable to meet its obligations because it has been legally declared to be insolvent or subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the abovementioned Legal Statute, the Insurance Contract Act 50/1980, of 8 October, the Extraordinary Risks Insurance Regulations enacted by Royal Decree 300/2004, of 20 February, and supplementary provisions.

1.1. Summary of legal rules

1.1.1. Extraordinary events covered.

- a) The following acts of nature: earthquakes and seaquakes, extraordinary flooding including when caused by battering by waves, volcanic eruptions, uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and falling space debris and meteorites.
- b) Those caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.
- c) Actions by the armed forces and law enforcement agencies in peacetime.

Weather and seismic events, volcanic eruptions and falling space debris and meteorites will be demonstrated at the request of the Insurance Compensation Consortium by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other relevant public agencies in the field. In cases of political or social events and damage or injury caused by the actions of the armed forces and law enforcement agencies in peacetime, the Insurance Compensation Consortium may gather information about what happened from the courts and administrative bodies.

1.1.2. Excluded risks

- a) Those which do not qualify for compensation under the Insurance Contract Act.
- b) Those sustained by property insured by a contract of insurance other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Those caused by faults or defects in the insured object or by its manifest lack of maintenance.
- d) Those produced by armed conflict, even though there has been no prior official declaration of war.
- e) Those arising from nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May. However, all direct damage or injury caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.
- f) Those caused by the mere action of time, and in the case of property either partially or

totally permanently submerged, those attributable to the mere action of waves or ordinary currents.

- g) Those caused by acts of nature other than those referred to in paragraph 1.a) above, and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where they are clearly caused by the action of rainwater which in turn has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.
- h) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 1.b) above.
- i) Those caused by the bad faith of the insured
- j) Those arising from losses due to natural events causing damage to property or financial loss when the policy's issue date, or effect date if later, is not more than seven calendar days before the date on which the loss occurred, unless the impossibility of taking out the insurance earlier due to absence of the insurable interest can be demonstrated. This waiting period will not apply in the case of replacement of the policy with the same or a different insurer without interruption except for the part that is subject to increase or new coverage. Equally it will not apply to the part of the sum insured resulting from index-linking under the policy
- k) Those relating to losses that take place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended or the insurance is terminated due to non-payment of premiums.
- l) Indirect ones or losses deriving from direct or indirect damage other than financial losses specified as compensable in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss resulting from cut-off or alteration of the external supply of electrical power, flammable gases, fuel oil, diesel or other liquids or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover. .
- m) Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".

1.1.3. Excess

The excess payable by the insured will be:

- a) In the case of direct damage in insurance for material damage, the excess payable by the insured will be seven percent of the amount of compensable damage caused by the claim. However, there will be no excess in cases of damage to housing, condominiums or vehicles that are insured by a car insurance policy.

- b) In the case of business interruption, the excess payable by the insured will be the same as the one shown in the policy in time or amount for damage resulting from ordinary business interruption claims. If there are several excesses for coverage of ordinary business interruption claims, the ones for the main cover will be applied.
- c) When a policy sets a combined excess for damage and business interruption, the Insurance Compensation Consortium will pay for material damage minus the excess applicable under paragraph a) above and for business interruption minus the excess shown in the policy for the main cover, reduced by the excess applied in the settlement of material damage.

1.1.4. Extension of cover

1. Cover of extraordinary risks will extend to the same property and sums insured as have been set in insurance policies for the coverage of ordinary risks.

Nevertheless:

- a) In policies which cover own damage to motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will include the entirety of the insurable interest even if the ordinary policy only does so in part.
- b) Where vehicles only have a liability policy for land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will cover the vehicle's value in its condition at the time immediately before the occurrence of the loss based on purchase prices generally accepted in the market.

1.2. Reporting damage to the insurance compensation consortium

1. The policyholder, the insured or the beneficiary of the policy, or anyone acting for and on behalf of them, or the insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage covered by the Insurance Compensation Consortium.

2. The above people and organisations may report damage and obtain information about the processing and status of claims:

– By calling the Insurance Compensation Consortium's helpline (952 367 042 or 902 222 665).

– On the Insurance Compensation Consortium's website (www.conorseguros.es).

3. Damage appraisal: the Insurance Compensation Consortium will appraise damage which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.

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

VIII. Legal expenses insurance

The Legal Expenses cover can be taken out in either of the following two ways:

- Essential option
- Extended option

The covers listed below refer to the Essential option and it is specified when Extended option covers are applied. The maximum limits of both options will be shown in the *schedule* and will prevail over these terms conditions.

1. Legal expenses and posting bonds

Insured persons are the owner, policyholder or *driver* of the vehicle as defined in the terms and conditions.

The insurer covers the *insured's* legal assistance and representation expenses in any legal, administrative or out-of-court proceedings due to a traffic accident in which the *insured vehicle* is involved. It also covers posting bonds in criminal cases for the payment of costs or release on bail for any of the *insured* as a result of a traffic accident.

The insurer will appoint and pay the fees of the legal professionals who provide the covered legal representation. Nevertheless, the *insured* may appoint a professional of their own free choice for their representation in criminal cases which may involve personal charges, in which case the fees of the professional will be determined according to the minimums set by the relevant bar association and up to a maximum of €1,500, with any difference being paid by the *insured*. If Extended Legal Expenses is taken out, the fees of legal professionals will be reimbursed up to up to €6,000.

Payment of fines and compensation for costs arising from penalties imposed on the *insured* are not covered.

2. Claims for damage

In addition to the *insured* indicated for the Expenses cover, any passengers in the *insured vehicle* are also *insured*.

The insurer covers amicable or court claims for damages against a third party on behalf of the *insured* as well as claims for damage to the trailer or caravan when they are *insured* and shown in the *schedule*. To do this the insurer will appoint the legal professionals who are to file the claim in or out of court. The fees of these professionals will be paid by the insurer. In turn the *insured* will have to grant any powers of attorney and make any appointments as may be necessary.

Likewise the *insured* must provide the insurer with any invoices, expense receipts and supporting documents required for the claim.

As an extension to this cover, if the owner, the policyholder or the driver of the vehicle as *insured* people decide to appoint the legal professionals who are to file the claim, the insurer will reimburse the fees of these professionals up to €1,500 when an amicable or out-of-court settlement has not been reached using the resources provided by the insurer and the *insured* chooses to continue with the claim on their own. This extension of cover therefore does not include the passengers of the *insured vehicle*.

If Extended Legal Expenses is taken out, the fees of legal professionals will be reimbursed up to €6,000.

If a final ruling awards compensation to the *insured* for damage to the identified vehicle and this ruling cannot be enforced due to the insolvency of the other party or parties, the insurer covers payment of this compensation to the *insured* up to a limit of €1,200. If there is attachable property which does not cover the total amount of the compensation, the insurer will pay the difference up to the abovementioned limit. ***This cover will only take effect if the damage to the vehicle is not covered by an insurance policy or by the Consortium. Any sums received from the other party or parties specified in the final ruling will be used first to pay compensation for the damage to the insured vehicle.***

3. Extension of covers for legal expenses, posting bonds and claims.

Insured persons will be the owner of the vehicle, the policyholder, the *main driver* and the *occasional driver* as defined in the terms and conditions of this contract.

When the vehicle is a car for private use, the covers shown include accidents the *insured* has as a pedestrian or passenger in any public or private vehicle within the territorial limit specified in section 2 of the General Considerations.

In addition the insurer will cover:

- a) Amicable or out-of-court claims for defective repair work performed on the insured vehicle. In order to claim the benefit under this cover, the *insured* must submit the original bill for the repair work, which may not be less than €300 and must have been carried out in a *repair garage* in Spain, and notify the insurer within at most 30 days from the repair being completed. If an out-of-court settlement that is satisfactory to the *insured* cannot be reached and the *insured* wishes to go to court, the insurer will reimburse them for the cost of lawyer and court representative fees up to a maximum of €1,000 per claim and year.
- b) Legal advice by phone from a lawyer in the event of arrest for offences arising from driving the *insured vehicle*.
- c) Free guideline assessment under the "bodily injury scale" of any injury to the policyholder and/or the *insured* and to their spouse and children in their charge whether or not it is the result of a traffic accident. The assessment will be made based on the information provided by the *Insured*.

In the case of the covers set out above and in addition to the exclusions in section V 'General Exclusions', bonds and legal expenses resulting from any loss not covered by the

motor vehicle liability covers are also excluded.

4. Appointment of lawyer/court representative

The owner, policyholder or *driver* of the vehicle may appoint their lawyer and court representative. They must notify the insurer immediately if they want it to pay the corresponding fees, but such coverage will only be provided to the first person appointed who requests it.

The lawyer and court representative cannot be freely appointed when those expressly mentioned are taking action against Zurich Insurance Europe AG, Sucursal en España as part of a contractual dispute.

If the *insured* appoints a lawyer and/or a court representative proposed by the insurer, the latter will pay all fees and court filing fees that they charge. If another lawyer or court representative is chosen, the insurer will pay the fees of the former in accordance with the rules of the bar association to which he/she belongs or, failing that, those of the Barcelona Bar Association, and the fees of the court representative based on the relevant list of tariffs and court filing fees up to a maximum limit for all items of €1,500 per claim, with any difference being paid by the *insured*.

If the Extended Legal Expenses option has been taken out, the fees of legal professionals will be reimbursed only in cases of administrative litigation disputes in which their presence is mandatory and up to €6,000.

An essential requirement for the appointment of a lawyer is that he or she can practise in the judicial district where the initial proceedings for the insured benefit are to be held. This rule also applies to the choice of the court representative in cases where his or her intervention is necessary. Once both professionals have been appointed, they will have complete freedom in handling the case in dispute and will not be bound by the insurer's instructions, without prejudice to the provisions of point 2 and sections 5 and 6 of this article.

The insurer is not liable for the actions of the lawyer or the court representative appointed or for the outcome of the case in which they are involved.

5. Involvement of professionals other than the lawyer and court representative

When the services of a certified professional, doctor, engineer, notary, architect or loss adjuster are required under the benefits of the policy, the insurer will pay all fees and costs up to a maximum of €1,000 per claim.

6. Court action

The *insured* or the policyholder will give all reasonable assistance to the insurer in providing information about and investigating the loss.

7. Information and traffic offence handling services

In order to use the telephone services contained in this section the *insured* should call the telephone number given to them when they take out their policy.

7.1. Information services

The *insured*, the policyholder, the owner or any of the *drivers* of the *insured vehicle* may ask the insurer for information by phone about:

- a. Procedures for buying and selling vehicles and getting a driving licence.
- b. The requirements the *insured vehicle* has to meet to pass its roadworthiness test (ITV).
- c. Location, address and phone numbers of ITV centres, driving schools, petrol stations, car dealerships and glass *repair garages*.

In addition, and with reference to the Penalty Points Driving Licence Act and general highway regulations, the *insured* may ask for information by phone about:

- Enquiries about traffic, driving and road safety and also about administrative traffic offence penalty procedures.
- How to find out how many points they have on their driving licence.
- Courses for partial recovery of points, recovery of driving licence and additional training.
- Centres which are authorised to teach these courses.
- The procedures to be followed.

7.2. Traffic offence handling service

The insurer will handle on behalf of the *insured*, the policyholder, the owner or any of the *drivers* of the *insured vehicle* all traffic, motor vehicle, road safety and transport offences, including parking and drunk driving, that are committed with the *insured vehicle* and will file any briefs that may be necessary for proper processing in administrative proceedings, provided that the penalties have been imposed by town or city councils, the traffic authorities or regional police forces:

- a. Identification
- b. Pleadings
- c. Appeal for reversal

Plus at your request the insurer will arrange for the following to be filed:

- Pleadings against notification of total loss of points.

Under no circumstances will the insurer be liable for the ruling finally given by the administrative authorities once proceedings have been completed.

Conditions to be met by the insured

To trigger the cover, the *insured* must send the insurer any notification that they receive from the organisation imposing the penalty within seven days of receipt with verifiable indication of the notification date so that the insurer may file briefs on behalf of the contracting party with the pleadings it deems most favourable for the defence of the interests of the *insured* against penalties that have been imposed and under the conditions and within the time periods that are legally established. If the insurer does not receive these notifications from the *insured* within the above period or the notification date is not stated, it reserves the right to file the relevant defence brief at its discretion, although under no circumstances may it be held liable should this brief be submitted late and therefore rejected.

The *insured* must contact the insurer by calling the telephone number provided for that purpose. They must give all essential information, help with any clarifications and questions relating to the charge that may be necessary, and provide the insurer with any documents the insurer needs to send to the authorities when the circumstances of the case make this necessary to ensure the proper representation of the *insured* in the administrative proceedings that have been initiated.

If prevailing legislation requires representation via proxy powers, the *insured* undertakes to provide them at their own expense.

8. Cost of the compulsory course in the event of withdrawal of driving licence due to penalty points

In the event of total loss of points, the insurer will reimburse only the *main driver* for the cost of the compulsory course to regain their licence plus the fees for the exam up to an annual limit of €500 on submission of proof of payment for the course.

9. Extended Legal Expenses includes:

9.1 Arranging for the legal representation of the insured in administrative litigation proceedings involving penalties for traffic, road safety and transport offences. The *insured* may use the insurer's nationwide network of lawyers and court representatives for this purpose or if they prefer they may appoint them of their own free choice.

The insurer will reimburse the insured for court costs and for court representative and lawyer fees up to a total combined maximum of €1,000.

This cover is only applicable to offences committed while the policy is in force where the fine is greater than €500 and entails the loss of driving licence points. Only one claim per year is covered.

9.2 If any of the *insured* decide to appoint a lawyer of their own choice to handle their case, they will be reimbursed up to €6,000.

10. Risks not covered

Not covered for **section 8**, in addition to that indicated in section **V General Exclusions** are:

- a.) The cost of courses in the following cases:
 - a.1. When the suspension or withdrawal of the driving licence is ordered by a court.
 - a.2. When it is the consequence of wilful misconduct or road safety offences.
 - a.3. When the *insured* has fewer than 8 points on their driving licence at the time when the policy cover begins.
 - a.4. When the last offence leading to withdrawal of the driving licence has been committed prior to the inception date of the policy cover.
- b.) Offences tried in criminal proceedings and ones committed abroad.
- c.) Payment by the insurer of the financial cost of these fines.



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