

General Terms and Conditions

·Expatriates·

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0. General Terms and Conditions applicable to all guarantees

General Terms and Conditions. Form AU04-ADM2404 (EN)

The clauses herein are applicable to all the coverage contracted for the same vehicle with the insurer indicated below. For the conditions not included in this section, the provisions of the General and Specific Conditions of each contract and the current legal regulations will be complied with.

0.1 Insurers

Admiral Europe Compañía de Seguros S.A.U. (AECS SAU) is an entity registered in the Register of Insurance Companies of the Directorate-General for Insurance and Pension Funds with registration number C0805. Corporate Tax ID: A87987822. Registered in the Commercial Registry of Madrid under folio 31 of volume 37,134, section 8, entry 1 and with registered office at C/Rodríguez Marín 61, 1ª planta, 28016 Madrid.

0.2 Applicable legislation

All insurance policies taken out are governed by the provisions of the current Spanish legislation and, especially by the provisions of:

- Insurance Contract Act 50/1980 of 8 October.
- Order ECHO/734/2004 of 11 March, on customer service departments and services and the customer's ombudsman of financial institutions.
- Act 20/2015 of 14 July, on the organisation, supervision and solvency of insurance and reinsurance companies, and Royal Decree 1060/2015 of 20 November, on the organisation, supervision and solvency of insurance and reinsurance companies, which implements it.
- Law on civil liability and insurance in the circulation of motor vehicles, consolidated text approved by Royal Legislative Decree 8/2004, of 29 October; and Royal Decree 1507/2008 of 12 September, approving the Regulation on compulsory civil liability insurance for motor vehicles, which implements it.
- Act 22/2007 of 11 July, on the distance marketing of financial services to consumers.
- Royal Decree-Law 19/2018 of 23 November, on payment services and other urgent financial measures.
- Royal Decree-Law 3/2020 of 4 February, on urgent measures through which various European Union directives are incorporated into the Spanish legal system in relation to public procurement in specific sectors; on private insurance; on pension plans and funds; on taxation and tax litigation.

Should any of the aforementioned regulations be repealed, the legislation or regulations that replace them and are in force shall apply.

0.3 Jurisdiction

The judge responsible for the information on the actions derived from these contracts shall be that of the insured party's address in Spain.

0.4 Definitions

Accessories: Elements that can be incorporated into the vehicle voluntarily, and are not essential for its operation. These can be installed by the factory as optional or not optional.

Accident: An occurrence caused by a sudden, violent, external event not intended by the insured party resulting in damage or services covered by the Policy.

Beneficiary: The individual or corporation assigned by the insured party and entitled to the right to compensation hereunder.

Book value: Value of the insured vehicle immediately before the occurrence of a claim, depending on its age, use, mileage and state of conservation. To this end, the reference will be taken from the publications that study the market for the valuation of vehicles such as Ganvam and/or Editorial Eurotax-España, S.A. As with the new value, the compensation will never be higher than the actual cost of acquisition by its current owner.

Breakdown: Failure of the mechanical, hydraulic, electronic and/or electrical elements of the vehicle, which immobilise it or make it unfit for normal operation, as recorded in the user manuals provided by its manufacturers.

Business sector: Category in which the insured party's economic activity is included, depending on the characteristics and/or scope of application of the professional use of the declared vehicle.

Circulation Area: Area where the vehicle is driving normally.

Claim: Event due to an external, violent, sudden cause beyond the control of the insured party whose economic consequences are guaranteed by this policy. All harmful consequences derived directly from a single and unique event will be considered as a single claim.

Driver: The person who, being legally entitled to do so and authorised by the policyholder or the vehicle's owner or possessor, is driving the vehicle or is responsible for its care at the time of the accident.

Excess: The amount which must be assumed by the insured party in respect of every claim, in accordance with the provisions of the Policy. If any third party is liable for the accident, the Insurer will pay the amount of the excess in advance, as soon as said third party or has accepted such liability in writing.

Fact of circulation: This risk arising from driving and/or parking of motor vehicles on public and private roads or land suitable for traffic, both urban and inter-urban, as well as roads or land that, without having such an aptitude, are commonly used.

Factory-fitted accessories: Accessories displayed in the manufacturer's official catalogues, either standard or not, installed at the Factory or at the dealership before they are first put into circulation.

Family member: Person with a relationship with the insured party up to the third degree of affinity or kinship.

Fixed Accessories: Immovable accessories which may only be removed if a special tool is used. Fixed accessories that are original to the brand will be covered by own damage, theft and fire categories without having to declare them. The original manufacturer's sound, telephone, navigation and image systems will also be covered without the need for an express declaration up to the limit set out in the Specific Conditions.

Force majeure: An act or event that happens outside of the control of the insured party that cannot be prevented or planned and that makes it impossible to comply with the obligation set out in the policy.

Green Card: International Insurance Certificate establishing the existence of a valid, Compulsory Cover for Third-Party Liability for land vehicles. This document must be used when driving in foreign countries, except in European Union countries, Andorra, Croatia, Iceland, Norway and Switzerland.

Insured party: The individual who, in the absence of the Policyholder, assumes the obligations arising from the agreement.

Insured sum or coverage limit: This is the maximum amount to be compensated for each guarantee in the event of an accident, as established in the specific conditions of the policy.

Insured vehicle: Vehicle named in the specific conditions covered by the insurance contract, which does not exceed 3,500 kg. in weight and may include a trailer that is not legally obliged to have its own insurance.

Insurer: Each of the companies indicated in the insurance policies taken out that, by collecting the premium, assume the coverage of the risks covered by the contract.

Main driver: Person(s) declared as the main driver or drivers at the time of taking out the policy.

New value: Cost of purchasing a new model of the same model as the insured vehicle including the corresponding taxes, except if they are fiscally deductible by the owner, in the case of compensation for the new value, no amount will be paid higher than the cost of the vehicle at the time of acquisition by its current owner.

Non-standard or non-factory accessories: Optional accessories installed in the vehicle after first being put into circulation.

Occasional driver: Driver or drivers declared in the Specific Conditions of the policy that drive the insured vehicle but less often than the main driver. Except for drivers under the age of 25 and/or drivers with a driving licence that is less than two years old, who will be considered will be considered as the main drivers.

Occasional private use: The insured vehicle is used as a means of private transport on an occasional basis, mainly weekends and holidays.

Occasional professional use: The insured vehicle is commonly used as a private means of transport and will also be used occasionally for professional use. Under no circumstances shall the professional use of the vehicle exceed 40% of the total use of the vehicle.

Personal luggage: Objects that are usually carried with you in the event of travel by road. At no time shall the goods and/or tools of a professional and/or commercial nature be considered as such.

Policy: Contractual document containing the Regulatory Conditions of the Policy. The General Terms and Conditions, the Specific Conditions and any supplements or appendices that are issued to

complete or modify it are an integral part of this document.

Policyholder: An individual or legal entity that, together with the Insurer, takes out each policy and assumes the corresponding obligations deriving from the contract, except those which by their nature must be fulfilled by the insured party or beneficiary.

Premium: Insurance price, the receipts of which will also include taxes, tributes and surcharges legally chargeable to the policyholder.

Professional luggage: Objects or goods of the profession or trade or related to them that are usually carried in the event of travel by road.

Professional use: The insured vehicle will be used as a regular work tool, and the following activities will be excluded from coverage, except for express inclusion in specific conditions: transport of dangerous goods, rental of the vehicle with or without driver, remunerated transport of people, public service or driving school and fleet of vehicles.

Professional use own goods: The insured vehicle will be used as a normal working tool for transporting professional luggage owned by the insured party, in activities related to the professional sector declared in specific conditions.

Professional use third-party goods: The insured vehicle will be used as a normal working tool for transporting professional luggage owned by third parties, in activities related to the professional sector declared in specific conditions.

Proportional rule or rule of fairness: The Insurer may reduce its provision proportionally to the difference between the agreed premium and that applied if the true risk entity is known.

Regular private use: The insured vehicle is frequently used as a means of private transport, including workdays and weekends.

Standard accessories: Accessories always included by the manufacturer for the vehicle model.

Supplement: Document that forms part of the policy and is issued to complement or modify it.

Theft or Robbery: It is theft when the vehicle is taken without the consent of its owner and robbery when the vehicle is seized using force to access the place where it is located or violence or intimidation against people.

Total Loss: It shall be considered to occur when, in vehicles with an age of up to two years from the date of first registration, the amount of repair of the vehicle exceeds 75% of its new value. In vehicles older than two years, from the date of first registration, when the amount of repair exceeds the book value of the vehicle.

0.5 Communications

All communications between the policyholder or insured party and the Insurer may be made by telephone, by electronic means or by any other means agreed, which will be reflected in specific conditions, without prejudice to any of the parties being able to request written confirmation.

When the Insurer's communications to the policyholder or the insured party are carried out by post, they will be sent to the address stated in the policy. Written communications that are refused, registered

letters not collected from the Post Office and those that do not arrive at their destination due to change of address without prior notification to the Insurer shall all take full effect.

When the Insurer sends communications to the policyholder or the insured party by SMS or email, they will be sent to the mobile phone number or to the email (whether the policyholder or insured party is the owner, or a contact person authorised by them) provided for these purposes by the policyholder and collected in the policy, as applicable, full effect is given to communications made by these means. The policyholder or insured party will be responsible for any change or incident that occurs in the mobile phone number, by email or postal address assigned to the policyholder or insured party.

Both parties expressly accept, as a reliable notification, the use of the certified electronic notification services provided by a Trusted Third Party, (figure provided for in Article 25 of Law 34/2002 of 11 July on Information Society Services), in addition to existing forms of reliable communication.

The service will be provided at all times according to the technical requirements necessary to comply with the applicable law.

To carry out any consultation, modification or management related to your policies, the Policyholder and/or Insured must provide the Insurer with the information requested for the purposes of checking the identity of the contact person.

The policyholder and, if applicable, the insured party, expressly authorise the Insurer to record any telephone conversations they hold, if deemed necessary, and so that they can be used as a means of proof for any claims that may arise. In turn, the policyholder or the insured party is entitled to demand a written copy or transcription of the content of the conversations that may have been recorded.

0.6 Right of withdrawal

If the insurance contract has been concluded remotely, the policyholder who does not act for a commercial or professional activity is entitled to, within from the period, to withdraw within 14 natural days from the date of the contract or from the reception of the contractual conditions and information if later, without providing reasons and without penalty, provided that no claim has been made. This right is not applicable to compulsory civil liability insurance.

To this end, the Insurer must notify its intention at its address at C/ Albert Einstein 10, 41092 Seville, by registered post, by telephone or another reliable means, before this period expires. The coverage will be null and void from the time the communication is issued and the policyholder will have the right to the refund of the unused premium, which will be reimbursed within 60 days from the reception of the communication by the Insurer. If the right of withdrawal is not exercised within the period indicated, the contract will be in accordance with the agreement.

0.7 Obligations of the policyholder: Duty of truthful declaration

Before the conclusion of the contract, the policyholder must declare to the Insurer, in accordance with the questionnaire submitted by the latter, all circumstances known to them that may influence the risk assessment. This duty shall be waived if the Insurer does not provide a questionnaire or, even if it is a case of circumstances that may influence the risk assessment and are not included in it.

The Insurer may terminate the contract by means of a statement addressed to the policyholder, within one month, from the time it became aware of the inaccuracy or reservation in the declarations made, with the premiums corresponding to the current period remaining in its possession.

If a claim occurs before the Insurer makes such a statement, the provision of the Insurer shall be reduced in proportion to the difference between the agreed premium and that applied if the true risk entity is known. If the policyholder's wilful misconduct or gross negligence is proven, the Insurer shall be released from payment of the benefit.

The policyholder or insured party is obliged to report any change to the risk initially declared during the term of the contract, in accordance with the provisions of these General Terms and Conditions.

The policyholder or insured party is obliged to declare ALL the usual drivers of the insured vehicle. In particular, the policyholder or insured party is obliged to declare all drivers under the age of 25 years or holding a driving less than two years old, regardless of whether they use the vehicle regularly or occasionally.

0.8. Execution and effects. Contractual terms and conditions

The contracts are executed with the consent of both parties. The policy guarantees enter into force on the agreed day and time indicated in the Specific Conditions of the Policy.

The Insurers shall send all contractual conditions in writing immediately after the conclusion of the contracts. The policyholder must meet the following obligations:

- 1) The policyholder is obliged to pay the premium.**
- 2) The policyholder is obliged to send the duly signed Specific Conditions or to accept them online within 15 days of receipt.**

If the contents of a policy differ from the insurance proposal or the agreed clauses, the policyholder may claim from the Insurer, with the broker's intermediation, within one month from the delivery of the policy to correct the existing divergence.

If no such claim is filed within the aforementioned time period, the provisions stated in the policy will apply.

0.9 Payment of the premium and consequences of its non-payment

The policyholder is obliged to pay the first premium, or the single up-front premium, from the entry into force of the contracts, as soon as the Insurer issues the receipt for settlement in the agreed form. Successive premiums or fractions thereof must be paid on their corresponding maturity dates.

FIRST PREMIUM OR SINGLE UP-FRONT PREMIUM: If when collecting the payment for the premium and due to the policyholder's fault, the up-front premium or the first instalment has not been paid, the coverage will be suspended, and the Insurer has the right to terminate the contract(s) or demand the payment of the corresponding premium. If the claim occurs after non-payment of the premium, the Insurer will be released from its obligation.

SUCCESSIVE PREMIUMS: In the event of non-payment of one of the subsequent premiums or part thereof, all the coverages will be suspended one month after the day of their expiry and the Insurer reserves the right to cancel the contract or demand the payment of the corresponding premium. In addition, the Insurer may suspend the deferred payment benefit and demand payment of all outstanding receipts. If the Insurer has not terminated the contract or claimed the premium within six months of the expiry of the receipt, the contract will be automatically terminated.

If the contract has not been terminated or is terminated in accordance with the above paragraphs, the coverage will resume at midnight of the day on which the policyholder paid the premium.

In the event of an accident, the Insurer may deduct the amount of the outstanding premium from the compensation. In the event of the disappearance of the insurance item before the maturity of the policy, the policyholder is obliged to make the instalment payments that remain until such maturity.

The premiums will be paid by the direct debit, credit or debit card or any other means that both parties expressly accept by mutual agreement, and which will be reflected in the Specific Conditions of the policy.

The policyholder authorises the Insurer to send instructions to their bank to debit the receipts presented by the Insurer and the bank in their account and card to carry out the debits on their account and card, following the instructions of the Insurer. The policyholder expressly acknowledges and accepts that no prior notification is required for each debit entry, provided that the duration of the contract and the payment method of the premiums are expressly included in the Specific Conditions of the policy. The authorisation will be formalised by signing the SEPA direct debit order document and the electronic card mandate provided by the Insurer. The policyholder is obliged to return this duly signed document to the Insurer for its safeguarding.

In the event of payment by credit or debit card, the policyholder must inform the Insurer of the card's details and its expiry date, as well as any possible changes thereto. The use of a payment method owned by a third party is prohibited, except in the event that it has the express authorisation of said third party and is responsible for proving this authorisation and assuming all damages that occur to the Insurer.

The place of payment of premiums in the event of direct debit, will be the account designated by the policyholder to take out the policy.

In the event of payment with a credit or debit card, the account held with the card issuing entity. If the payment cannot be made with the card, the card may be sent by the Insurer to the account number declared in the policy.

0.10 Duration of the Contract

The insurance will have the duration established in the specific conditions and will be tacitly extended to its maturity according to the information shown therein.

Notwithstanding, either party may object to the extension by written notice to the other party, made in advance in the legally provided period.

In the event of the disappearance of a risk, all the guarantees of the policy are cancelled (even if the vehicle declared a total loss is repaired by the Policyholder), and the Insurer has the right to

take over the full premium of the current period, except in cases of transmission of the vehicle provided for in the policy and those provided for by law..

0.11 Change in premium

In the event of tacit renewal of the contracts signed, the premium for subsequent periods will be that resulting from applying to the addition of fees established at all times by the Insurer, taking into account the changes of guarantees or causes of aggravation or decrease of the risk that have occurred as indicated in Section 0.18. In addition, the personal accident history recorded in the previous insurance periods will be taken into account when calculating this premium.

Before the contract expires, the Insurer shall notify the policyholder of the modified amount of the premium for the new coverage period, by sending the appropriate renewal notice through any of the channels agreed with the Policyholder. If the premium established for the new coverage period involves an increase with respect to that of the previous period, the policyholder, without prejudice to the provisions of these General Terms and Conditions, may cancel the contract by giving express notification to the Insurer, by registered letter, before the contract expires, in which case the contract will be terminated at the end of the current period. In this case, if, due to having paid the premium directly into a Bank, the receipt is debited to the policyholder's account, the Insurer will reimburse the amount. If the insured party does not accept the increase in premium, the Insurer may refuse to extend the contract for the following coverage period.

0.12 Object of the Contract

The Insurer assumes the coverage of all or some of the risks included in the different contract modalities, in accordance with the provisions of the General and specific conditions, which establish the coverage limits between the parties and third parties, as well as excluded risks.

0.13 Obligations of the Policyholder or Insured party

- A) To employ the resources at its disposal in order to minimise the consequences of the claim incident. Non-compliance with this obligation will entitle the Insurer to reduce its provision in the appropriate proportion, taking into account the importance of the damages derived from it and the degree of guilt of the insured party.
- B) Notify the Insurer of the occurrence of the incident, even if the policyholder or insured party has decided not to use the insurance coverage, as well as its circumstances and consequences and all the information available within seven days. In case of non-compliance, the Insurer may claim damages caused by the failure to report it, unless it is proven that it was aware of its occurrence by another means.
- C) Provide and notify the Insurer of all types of information on the circumstances and consequences of the incident, including the assessment of the damages and the saved. In the event of non-compliance, the right to compensation will only be forfeited if said failure is attributable to wilful misconduct or gross negligence.

- D) Collaborate in the correct processing of the claim, notifying the Insurer, as soon as possible, of any judicial, extrajudicial or administrative notification that they become aware of, and which is related to the claim.
- E) In the event of death due to an accident: Provide the insurer with the appropriate documents (Death Certificate of the insured party; where applicable, a will stating the designation of beneficiary; Marriage Certificate or Birth Certificate or photocopy of the Family Book; letter of payment or exemption from the General Inheritance Tax), with the Insurer being authorised to withhold that part of the insured capital which, in accordance with the circumstances known to it, is considered the tax debt derived from this contract; this withholding will only be made in cases where the beneficiary simply submitted the policy for liquidation without having made full or partial settlement of the Tax before the Ministry of Finance.
- F) In the event of total or partial disability: Provide the medical certificate that defines the disability.
- G) In the event of healthcare expenses: Provide the insurer with the appropriate original documents accrediting these expenses.

0.14 Obligations of the Insured party

- A) Pay the compensation or exercise its choice to repair or replace the damaged good, at the conclusion of the investigations and adjustments required to establish the validity of the claim, or pay the amount corresponding to said repair or replacement, as appropriate. In any case, the Insurer:
 - For claims involving Voluntary Coverage, shall pay, within 40 days from the date on which the claim is filed, the minimum amount that may be owed, based on the circumstances known to it. If, within this period, the Insurer has not paid compensation without justified or attributable cause, the compensation will be increased by the interest rate that is set by law.
 - For civil liability claims, it must make repairs or pay the relevant compensation within 3 months of the occurrence of the incident. If, within this period, the Insurer has not repaired the damage or paid compensation to the insured without justified or attributable cause, the compensation will be increased by the interest rate that is set by law.
- B) Communication in the event of a loss of claim: when the Insurer decides to refuse a claim on the basis of the rules of the policy, it must inform the insured party in writing within 30 days of the date on which the reason for its refusal becomes known, stating the reasons.

0.15 Subrogation

Once the compensation has been paid, the Insurer may exercise the rights and actions that, due to the incident, correspond to the insured party against the persons responsible for the claim, provided that it is not to the detriment of the insured party. The insured party must collaborate to this end and will be responsible for any damages that may be caused to the Insurer by his/her acts or omissions in his/her right to subrogate.

The Insurer shall not have the right to subrogation against any of the persons whose acts or omissions give rise to the responsibility of the insured party, in accordance with the Law, or against the person responsible for the claim, in respect of the insured relative on a direct or collateral line within the third civil degree of kinship, adoptive parent or adoptive child living with the insured party. However, this rule will not apply if the responsibility is due to wilful misconduct or if the responsibility is covered under an insurance contract. In the latter case, the subrogation will be limited in its scope in accordance with the terms of this contract.

In the event of concurrence of the Insurer and of the insured party against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

In the case of insurance for persons, even after the compensation has been paid, the insurer cannot subrogate the rights corresponding to the insured party against a third party as a result of the claim.

The above paragraph excludes healthcare expenses.

0.16 Appraisal procedure

If situations arise within 40 days from the claim declaration where the insured party does not agree with the Insurer on the amount and form of compensation, each person shall appoint an Appraiser.

If there is disagreement between the Appraisers, a third Appraiser will be appointed who will make the decision.

Each party will pay the fees of their Appraiser. Those of the third Appraiser and other expenses arising from the expert appraisal will be paid half by the insured party and half by the Insurer.

However, if one of the parties has made it necessary to provide a manifestly disproportionate assessment of the damage, it will be the only party responsible for such expenses.

0.17 Territorial scope

Compulsory and voluntary civil liability coverage, damage, broken windows, fire, theft will be applicable for incidents that occur in:

- Spain and the Principality of Andorra.
- The countries that comprise the European Economic Area.
- Countries adhered to the Green Card system listed in the International Insurance Certificate.
- The states adhered to the Multilateral Guarantee Agreement.

The Collision with hunting species coverage and Damage due to atmospheric phenomena (hail) will be applicable for claims occurring within Spain.

The Coverage for Accidents of the Driver will be applicable to claims occurring within Spain, unless a specific stipulation expanding this coverage is contained in the Specific Conditions of the policy. If international coverage is purchased, all the guarantees will take effect, in addition to in Spain, in the Principality in Andorra, in the countries that make up the European Economic Area, the countries that are part of the green card system listed in the international Certificate of Insurance, and the states that

are included in the Multilateral Guarantee Agreement.

The Coverage Replacement Vehicle will be applicable for claims occurring within Spanish territory.

Legal Defence coverage shall apply to events that occur within Spanish territory, subject to the Spanish law and courts. However, the guarantees of articles 1.3.10.1 to 1.3.10.1 and 1.3.10.8 (*Criminal defence for traffic accidents, Extension of coverage for criminal defence to other cases, Assistance to detainees and Bail, Compensation for injury, Claims for damage to property, Insolvency*) shall be applied for passenger cars for private use throughout the national territory, the rest of Europe and countries bordering the Mediterranean.

The cover for the Claims for Fines and Driving Licence Protection will be applicable to events occurring within Spanish territory, subject to the law applicable by the competent Spanish Bodies and Tribunals in the matters covered by the guarantee.

0.18 Modification of the risk

The policyholder or the insured party are obliged to inform the Insurer during the course of the contracts, as soon as possible, all the circumstances that modify the risk and that may result in an aggravation of the statement in the initial questionnaire that has served as the basis for the contract; and of a nature that, if they had been known by the Insurer at the time of drafting the contract, they would not have concluded or entered into the agreement in more serious conditions. In particular: modifications, even aesthetic, to the vehicle; in their use, annual mileage, circulation area, or on their property; change in the address or occupancy of the policyholder, insured party or any of the declared drivers; or modification of the declared drivers. Claims that occurred during the validity of the policy that may have coverage by it even if they were not declared as such.

During the course of the contracts, the policyholder or the insured party may inform the Insurer of any circumstances that may decrease the risk and of such a nature that, if they had been known by the latter at the time of the drafting of the contracts, it would have been concluded in more favourable conditions for the policyholder. In this case, the policyholder will be entitled to the excess of the premium paid in the last financial year.

The policyholder or insured party must inform the Insurer of the circumstances that worsen the risk and that if they had been known by the Insurer at the time of the drafting of the contracts, they would not have entered into them or would have entered into them in more serious conditions.

The aggravation of risk may or may not be accepted by the Insurer:

- A) In the event of acceptance, the Insurer shall propose to the policyholder the corresponding modification of the contract, within two months from the moment when the aggravation has been declared.
- B) The policyholder has fifteen days from receipt of the proposal to accept or reject it. In the event of rejection or silence by the policyholder, the Insurer may, after the deadline has elapsed, terminate the contract after notifying the policyholder, granting it a new term of fifteen days, after which and within the following eight days, it will inform the policyholder of the final termination.
- C) If the policy is not accepted, the contract may be terminated by the Insurer by notifying the policyholder within one month from the day it became aware of the aggravation. If the policyholder

or the insured party has not made their declaration and an accident arises, the Insurer will be released from its benefit if the policyholder has acted in bad faith. In another event, the Insurer's provision shall be reduced proportionally to the difference between the agreed premium and that applied if the actual risk entity is known.

The insurance has been established on the basis that the insured vehicle will not be driven at any time with an alcohol level that exceeds the legal limits or using toxic drugs, narcotics or psychotropic substances. This type of conduct is considered an aggravation of risk and is not covered by the policy, and the insurer will be entitled to terminate the contract. All of this without prejudice to the insurer's right of repetition.

0.19 Vehicle transmission

In the event of the transfer of the vehicle covered by this contract, the insured party must inform the acquirer in writing of the existence of the insurance. Once the transfer has been verified, it must be communicated in writing or by telephone to the Insurer within 15 days, indicating the name of the acquirer. In turn, the Insurer will ask the insured party for supporting documentation on the transfer of the vehicle or the final destination of the vehicle.

Before the vehicle is transferred, the policyholder may cancel the insurance, reserving the amount of the premium not consumed in the Insurer's possession for a maximum period of four months from the cancellation date, to be applied to a new car insurance policy. To do so, it must be request it in writing to the Insurer. If a new car policy is purchased within four months, the Insurer will return the amount of the reserved premium using the same payment method; if this period elapses without applying the reserved premium, it will be held by the Insurer. Under no circumstances will the Insurer refund the amount of the premium.

The Insurer may terminate the contract if the new risk is not accepted within fifteen days of the date on which it becomes aware of the verified transfer. Once the right has been exercised and notified in writing to the acquirer, the Insurer is obliged to do so within one month from the date of notification. The Insurer must refund the unused amount of the premium corresponding to the period in which the risk has not been incurred.

The acquirer of the insured vehicle may also terminate the contracts if he/she notifies the Insurer in writing within fifteen days from the date of the contract's existence. In this case, the Insurer acquires the right to the corresponding premium until the maturity of the policy.

The above will also apply in the event of the policyholder's death and cancellation of the vehicle in the Registry of the Directorate-General for Traffic.

0.20 Limitation period

Actions deriving from the insurance contract will expire after two years if they concern insurance for damage and after five years if they concern insurance for persons.

1. Qualitas Auto Classic car insurance

General Terms and Conditions AECS Form AU04-ADM 2404 (EN)

1.1 Section 1: Compulsory Civil Liability

What is it?

Compulsory Civil Liability is the minimum coverage required by the current legislation to be able to drive with a vehicle according to the contents of the Consolidated Text of the Law on Civil Liability and Insurance for the use of Motor Vehicles and its regulations.

Covered

- A) Under the conditions and within the legally established limits at any time for compulsory insurance, the compensation of which the driver or the owner of the insured vehicle must be liable for damages caused to the persons or property of a third party, derived from events of the movement of which it is civilly responsible.
- B) Damage caused by the trailer unless it requires its own insurance.
- C) The Insurer shall assume the legal address against the claim of the injured party, and the defence costs incurred shall be borne by the Insurer. The insured party must provide the necessary collaboration in order to the legal address assumed by the Insurer. In the event of a conflict of interest, the customer will be free to choose a lawyer, with a limit of €1,500.

Not covered

- A) **Damage to people: All damages caused by injuries or death of the driver of the vehicle causing the accident.**
- B) **Material damage: Damage suffered by the insured vehicle, due to the things in it and the goods held by the policyholder, the insured party, the driver, the owner of the vehicle, as well as the spouse or relatives up to the third degree of kinship or affinity of the above.**
- C) **Damage to persons and property caused if the vehicle has been stolen, understood as exclusively as the conduct classified as theft and theft of use in the current legislation, without prejudice to the compensation that may correspond to the Insurance Compensation Consortium.**

1.2. Section 2: Voluntary Liability

1.2.1. Voluntary Subscription Civil Liability

What is it?

Complementary to the compulsory subscription, which is why it covers civil liability compensation that exceeds the amount of compulsory coverage with the limit agreed in the specific conditions of this policy.

Covered

Material and personal damage caused by the driver of the insured vehicle, legally established as a result of driving the insured vehicle, which exceeds the amount of the compulsory coverage and with the limit per claim agreed in the specific conditions of this policy.

The Insurer assumes the legal supervision in the event of the claim of the injured party under the terms indicated in Section 1 "Compulsory civil liability," point c. of section IT COVERS.

It also covers

Civil liability for damages caused to third parties due to the use of trailers and/or caravans provided that:

- A) The total weight does not exceed 750 kg.
- B) The registration number matches that of the insured vehicle.
- C) The trailer is hooked to the car at the time of the incident.

Not covered

- A) Contractual civil liability.**
- B) The payment of fines or penalties and the consequences of their non-payment.**
- C) Personal and material damage caused to employees of persons whose civil liability is covered by this Policy, in those claims recognised as a work-related accident.**
- D) Damage suffered by the insured vehicle, due to the things in it and the goods held by the policyholder, the insured party, the driver, the owner of the vehicle, as well as the spouse or relatives up to the third degree of kinship or affinity of the above.**
- E) Damage to persons or property, due to the use or driving of the insured vehicle by a person not legally enabled or outside the situation of theft, who use the vehicle unlawfully or are not expressly or tacitly authorised by the owner.**
- F) Those produced with a breach of the technical obligations relating to the vehicle's security status, as well as if the vehicle is not in a roadworthy condition, as well as when the regulatory provisions are breached in terms of requirements and number of people transported, the weight or measurement of what is transported or measures to enable it.**

- G) **Damage caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named in the Specific Conditions of this policy.**
- H) **The exclusions indicated for the Compulsory Civil Liability Guarantee and the "General exclusions of voluntary guarantees."**

Once the compensation has been paid, the Insurer may repeat the same cases provided for in the Right for Repetition of the Special Clauses, including the cases of exclusions from the previous section.

1.2.2 Own damages

What are they?

Damage caused to the vehicle as a result of an accident caused by an external, instantaneous, violent cause beyond the control of the insured party or the driver, either when the vehicle is being driven, parked or during its transport.

Included:

- Damage as a result of overturning, falling or collision of the vehicle with another vehicle or with any other object.
- Damage to the vehicle caused by subsidence of land, bridges and roads.
- Malicious acts by third parties.
- Damage as a result of lightning and hail.
- Damage caused to the vehicle's interior upholstery as a result of the assistance provided to victims of an accident.

This coverage can be taken out with excess. In this case, the corresponding amount will be detailed in the specific conditions of the policy.

Covered

- A) The total cost of the repair of the damage, if the cost of repair is lower than 75% of the value of a new vehicle, on vehicles less than or equal to two years old from the date of first registration. In vehicles older than two years, from the date of first registration, when the amount of repair exceeds the book value of the vehicle.
- B) **Compensation in the event of total loss.**
- **New value**: For vehicles older than or equal to two years from the date of first registration.
 - **Improved book value**: For vehicles older than two years from the date of first registration, improved by 30%.

In both cases, the value of the vehicle's actual acquisition cost will not be compensated.

The insured party can choose between:

- Keeping the remains of their vehicle, in which case they will be deducted from the compensation amount.
 - Make them available to the Insurer, in which case, all the documentation necessary to obtain the certificate of destruction must be provided.
- C) Damage to the original factory-fitted fixed accessories without any limit, except for sound, navigation, telephone and factory-fitted video, the damage of which will be covered up to the limit established in the specific conditions of this policy, including taxes, as well as total installation and commissioning costs.
- D) Damage caused to non-standard accessories in the event of attempted theft or fire up to the limit established in the specific conditions of the policy is covered.
- E) The tyres will be compensated at the value of new ones when tyre replacements are required, provided that another vehicle is involved in the accident and other parts of the insured vehicle are damaged as a result of the accident. If there is no collision with a verified vehicle, they will be compensated at book value provided that another fixed part of the vehicle is affected.
- F) Fees for fire service.
- G) The amount of the excess, if it is taken out, at the time when the payment of the compensation is accepted and agreed by the responsible company.
- H) The Insurer may, at its own discretion, replace the compensation for the repair or replacement of the damaged object.
- I) Damage caused and/or occurring to 4X4, off-road vehicles on roads unsuitable for driving is covered.
- J) Damage caused to child seats as a result of a traffic accident is covered, up to a maximum amount of €200 per claim, €100 per seat.
- K) For claims with injuries, up to a maximum limit of €300 is covered for damage caused to skis, surfboards and bicycles owned by the policyholder and transported in the vehicle at the time of the accident, provided that they are for personal use.
- L) Damage or deterioration caused to personal belongings in the event of an accident of the vehicle, theft with damage to the vehicle and fire of the vehicle, up to the maximum established in the specific conditions limit are also included

Not covered

- A) Damage caused to the vehicle due to normal wear or tear, as well as mechanical and/or electrical and/or electronic malfunctions, even those caused by freezing water in the cooling circuit or lack of water, oil, fuel or other similar elements, as well as damage suffered by the vehicle as it continues to be driven under these conditions; including modifications.**
- B) Damage to tyres not resulting from an accident that damages other parts of the vehicle, such as punctures or isolated blow-outs, or natural wear and tear.**

- C) The depreciation that the vehicle could suffer as a result of the repair after a loss.
- D) Factory-fitted accessories, sound systems, navigation, telephone and video systems for amounts greater than the limit established in the specific conditions of this policy.
- E) Theft of accessories not considered as standard.
- F) Damage caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named in the Specific Conditions of this policy.
- G) Malicious damage caused by the policyholder, insured party or driver of the vehicle.
- H) Professional luggage and the following items: external elements, electronic and computer elements (mobile phones, computers, multimedia accessories) and own or external goods transported in the vehicle.

1.2.3. Collision with game animals

What are they?

Damage that the insured vehicle may suffer as a result of a traffic accident caused by a collision with game species that are declared as such by the current regulations on hunting and applicable at the place of occurrence of the claim for a certain species, having taken place in Spanish territory, provided that it is duly recorded by the competent authority involved in which the collision is evidenced.

Covered

- A) The total cost of the repair of the damage, if the cost of repair is lower than 75% of the value of new vehicles less than or equal to one year old from the date of first registration or lower than book value for vehicles older than or equal to one year.
- B) Compensation in the event of total loss.
 - **New value**: For vehicles older than or equal to two years, from the date of first registration.
 - **Improved book value**: For vehicles older than two years from the date of first registration, improved by 30%.

In both cases, the value of the vehicle's actual acquisition cost will not be compensated.

The insured party can choose between:

- Keeping the remains of their vehicle, in which case they will be deducted from the compensation amount.
 - Make them available to the Insurer, in which case, all the documentation necessary to obtain the certificate of destruction must be provided.
- C) Damage to the original factory-fitted fixed accessories without any limit, except for sound, navigation, telephone and factory-fitted video, the damage of which will be covered up to the limit

established in the specific conditions of this policy, including taxes, as well as total installation and commissioning costs.

- D) Damage to tyres, if damaged in an accident that affects other parts of the vehicle, for their new value, only when the cause of the damage is the collision with a game animal.
- E) Fees for fire service.
- F) The Insurer may, at its own discretion, replace the compensation for the repair or replacement of the damaged object

Not covered

- A) **Damage caused to the vehicle due to normal wear or tear, as well as mechanical and/or electrical and/or electronic malfunctions, even those caused by freezing water in the cooling circuit or lack of water, oil, fuel or other similar elements, as well as damage suffered by the vehicle as it continues to be driven under these conditions; including modifications.**
- B) **Damage to tyres not resulting from an accident due to a collision with a game animal and that does not damage other parts of the vehicle, such as punctures or isolated blow-outs, or natural wear and tear.**
- C) **The depreciation that the vehicle could suffer as a result of the repair after a loss.**
- D) **Factory-fitted accessories, sound systems, navigation, telephone and video systems for amounts greater than the limit established in the specific conditions of this policy.**
- E) **Damage caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named in the Specific Conditions of this policy.**
- F) **Malicious damage caused by the policyholder, insured party or driver of the vehicle.**
- G) **Professional luggage and the following items: external elements, electronic and computer elements (mobile phones, computers, multimedia accessories) and own or external goods transported in the vehicle.**
- H) **Non factory-fitted, non-standard vehicle accessories, as well as accessories for transporting goods.**

1.2.4. Damage due to weather: hail

What are they?

Direct material damage that the insured vehicle may suffer as a result of atmospheric phenomena consisting of hail, whatever its intensity, occurring in Spain and that affects risks in it, provided that they were not considered an extraordinary event and therefore, in accordance to the current legislation, which can be compensated by the Insurance Compensation Consortium.

Covered

- A) The total cost of the repair of the damage, if the cost of repair is lower than 75% of the value of new vehicles less than or equal to one year old from the date of first registration or lower than book value for vehicles older than or equal to one year.
- B) Compensation in the event of total loss.
- **New value: For vehicles older than or equal to two years from the date of first registration.**
 - **Improved book value: For vehicles older than two years from the date of first registration, improved by 30%.**

In both cases, the value of the vehicle's actual acquisition cost will not be compensated.

- The insured party can choose between:
- Keeping the remains of their vehicle, in which case they will be deducted from the compensation amount.

Make them available to the Insurer, in which case, all the documentation necessary to obtain the certificate of destruction must be provided.

- C) Damage to the original factory-fitted fixed accessories without any limit, except for sound, navigation, telephone and factory-fitted video, the damage of which will be covered up to the limit established in the specific conditions of this policy, including taxes, as well as total installation and commissioning costs.
- D) Fees for fire service.
- E) The Insurer may, at its own discretion, replace the compensation for the repair or replacement of the damaged object.
- F) Sunroof, provided that it is factory-fitted.

Not covered

- A) Damage caused to the vehicle due to normal wear or tear, as well as mechanical and/or electrical and/or electronic malfunctions, even those caused by freezing water in the cooling circuit or lack of water, oil, fuel or other similar elements, as well as damage suffered by the vehicle as it continues to be driven under these conditions; including modifications.
- B) Damage to tyres caused by hail, which in turn causes damage to other parts of the vehicle.
- C) The depreciation that the vehicle could suffer as a result of the repair after an incident.
- D) Factory-fitted accessories, sound systems, navigation, telephone and video systems for amounts greater than the limit established in the specific conditions of this policy.
- E) Damage caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named in the Specific Conditions of this policy.
- F) Malicious damage caused by the policyholder, insured party or driver of the vehicle.

- G) Damage as a result of lightning.
- H) Professional luggage and the following items: external elements, electronic and computer elements (mobile phones, computers, multimedia accessories) and own or external goods transported in the vehicle.
- I) Non factory-fitted, non-standard vehicle accessories, as well as accessories for transporting goods.

1.2.5. Broken windows

What is it?

Total or partial damage caused to the windscreen of the vehicle due to an external, instantaneous, violent cause beyond the control of the policyholder, insured party, owner or driver of the vehicle, even due to ordinary weather events. This coverage, if taken out with excess, is detailed in the specific conditions of the policy.

Covered

The substitution, installation or repair of:

- A) Front windscreen.
- B) Side windows.
- C) Rear window.
- D) Sunroof

The Insured party must contact the telephone number provided for this purpose to request the appropriate instructions and authorisation to carry out the necessary repair or replacement tasks.

Not covered

- A) Damage to and breakage of headlights, driving lights, indicator lights, mirrors, non factory-fitted roofs or any other type of glass, synthetic or plastic, other than the vehicle's windows.**
- B) Scratches caused by normal use, as well as the impact fingerprints and other marks that do not constitute partial or total breakage and do not prevent normal visibility.**
- C) Payment of windows when they are not replaced or repaired.**

1.2.6. Theft (includes theft or robbery)

What is it?

The unlawful theft of the insured vehicle by third parties or its attempted theft, both due to robbery or theft of use, in accordance with the current legislation.

This coverage, if taken out with excess, is detailed in the specific conditions of the policy.

Covered

- A) In the event of theft of the complete vehicle, whether due to theft, theft of use or robbery, compensation shall be payable:
- **New value**: For vehicles older than or equal to two years, from the date of first registration.
 - **Improved book value**: For vehicles older than two years from the date of first registration, improved by 30%.
- In both cases, the value of the vehicle's actual acquisition cost will not be compensated.**
- B) In the event of damage to the vehicle during the time that the vehicle is in the possession of third parties, including attempted theft, compensation shall be paid:
- **The cost of the repair, if the cost of repair is lower than 75% of the value of a new vehicle, on vehicles less than or equal to two years old from the date of first registration.**
 - **The cost of the repair, if the cost of repair is lower than the book value, on vehicles less than or equal to two years old from the date of first registration.**
- C) The theft of parts that constitute fixed and indispensable parts of the vehicle, which will be replaced by other equivalent parts under conditions of use.
- D) Damage caused to non-standard accessories in the event of attempted theft or fire up to the limit established in the specific conditions of the policy is covered.
- E) The theft of wheels, tyres and trims will only be covered in the event of complete theft of the vehicle.
- F) Damage or deterioration caused to personal belongings in the event of an accident of the vehicle, theft with damage to the vehicle and fire of the vehicle, up to the maximum established in the specific conditions limit are also included.
- G) The Insurer may, at its own discretion, replace the compensation for the repair or replacement of the damaged object.

Not covered

- A) **When the incident or damage is caused intentionally by the policyholder, insured party, owner of the vehicle or named drivers who have caused the theft.**
- B) **The illegitimate theft by persons, accomplices or abettors, who are relatives of the policyholder, insured party, owner of the vehicle or named drivers, up to the third degree of kinship or affinity, or the dependents or employees of any of them.**
- C) **The theft of the keys when they are the only item stolen. Magnetic or punched cards and remote opening devices or elements are also considered as keys.**
- D) **The unlawful theft of trailers and caravans being towed by the insured vehicle.**
- E) **The theft of accessories that have not been expressly declared, and should be recorded, according to the definition set forth in this Policy.**

- F) **The theft of external rear-view mirrors, antennas and trims, except in the case of complete theft of the vehicle.**
- G) **The total theft of the vehicle when the anti-theft elements declared in the contract and requiring a contract to be maintained with third parties for operation cannot be proven or do not exist.**
- H) **Theft of accessories not considered as standard.**
- I) **Professional luggage and the following items: external elements, electronic and computer elements (mobile phones, computers, multimedia accessories) and own or external goods transported in the vehicle.**

In the event of theft, the insured party must submit a copy of the report made to the competent authority and collaborate to facilitate its recovery. At the time of payment of compensation, the vehicle owner must deliver and sign all the documents necessary to enable the transfer of ownership to the Insurer, if it is recovered.

EFFECTS OF THE RECOVERY OF THE VEHICLE

- A) If the vehicle is recovered within 40 days of the date of its theft.
The insured party is obliged to its their return, and the Company will be responsible for repairing the damage caused as a result of the theft, under the previously described terms.
- B) If the vehicle is recovered after that period, the vehicle will be held by the Company, but the insured party may choose:
 - Recovery of the vehicle. However, you must report it within 15 days of notification of recovery and must previously return any compensation received.
 - Maintain the compensation.

1.2.7. Fire

What it is?

Combustion and burning with flame from internal or external sources, as well as explosion and lightning.

Covered

- A) **The total cost of the repair of the damage, if the cost of repair is lower than 75% of the value of a new vehicle, on vehicles less than or equal to two years old from the date of first registration or lower than book value for vehicles older than or equal to two years from the date of first registration.**
- B) Compensation in the event of total loss:

- **For vehicles older than or equal to two years from the date of first registration: new value or the acquisition value (if lower).**
 - **For vehicles older than two years, from the date of first registration: book value improved by 30%.**
- C) Damage caused to non-standard accessories in the event of attempted theft or fire up to the limit established in the specific conditions of the policy is covered.
- D) Fees for fire service.
- E) Damage or deterioration caused to personal belongings in the event of an accident of the vehicle, theft with damage to the vehicle and fire of the vehicle, up to the maximum established in the specific conditions limit are also included.
- F) The Insurer may, at its own discretion, replace the compensation for the repair or replacement of the damaged object.

Not covered

- A) **The damage caused by persons, accomplices or abetors, who are relatives of the policyholder, insured party, owner of the vehicle or named drivers, up to the third degree of kinship or affinity, or the dependents or employees of any of them.**
- B) **Damage to non-fixed parts of the vehicle, as well as accessories except for standard ones.**
- C) **Damage caused by trailers and caravans being towed by the insured vehicle.**
- D) **Theft of accessories not considered as standard.**
- E) **Professional luggage and the following items: external elements, electronic and computer elements (mobile phones, computers, multimedia accessories) and own or external goods transported in the vehicle.**

1.3. Section 3: Driver legal expenses

What is it?

This is the coverage through which the insurer will cover the costs for defence, bail and claim expenses that the insured party may be involved in an administrative, judicial or arbitration procedure, and to provide legal and out-of-court assistance services to him/her due to the same traffic accident involving the insured vehicle.

Covered

The Insurer shall bear the costs derived from the legal defence of the insured party's interests, as well as other benefits covered in the special conditions of the type of policy taken out. Guaranteed expenses:

- A) Fees, duties and court costs arising from the procedures covered.
- B) Lawyers' fees and expenses.

- C) The fees and expenses of the counsel, **when their involvement is required.**
- D) Notarial expenses and those for granting powers of attorney for legal proceedings, as well as minutes, summonses and other acts necessary for the defence of the insured party's interests.
- E) The necessary experts' fees and expenses.
- F) The constitution, in criminal proceedings, of bonds required to obtain the insured party's provisional release, as well as to respond to the payment of legal costs, **excluding compensation and fines.**
- G) Any other provision expressly guaranteed in the Special Conditions of the type of policy contracted.

1.3.1. Limits

The Insurer shall bear the expenses stated,, **within the limits set out and indicated in the Specific Conditions and up to the maximum amount contracted for each case. Events that have the same cause will be considered to be a single accident.**

The Insurer shall be obliged to pay the benefit, except in the event that the claim has been caused by the bad faith of the insured party.

In guarantees that involve payment of an amount in cash, the Insurer is obliged to pay the compensation at the conclusion of the investigations and appraisals required to establish the validity of the claim. In any event, the Insurer shall pay, within 40 days counted from receipt of the declaration of the incident, the minimum amount that may be owed, according to the circumstances known thereto. If, within three months of the occurrence of the incident, the Insurer has not repaired the damage or paid compensation without justified or attributable cause, the compensation will be increased by a percentage equivalent to the legal interest of the money in force at that time, increased in turn by 50%.

1.3.2. Excluded Payments

Under no circumstances will the following be covered by the policy:

- A) **Compensation, fines or penalties the Insured party is ordered to pay.**
- B) **Taxes or other fiscal payments deriving from the presentation of public or private documents to official bodies.**
- C) **Costs resulting from judicial accumulation or counterclaims when referring to matters not included in the guaranteed cover.**

1.3.3. Exclusions

The following are excluded from the cover in the policy:

- A) **Any kind of actions directly or indirectly resulting from events caused by nuclear energy, genetic alteration, radioactive radiation, natural disasters, warlike actions, disturbances and terrorist action.**

- B) Litigation arising or originating from strikes, lockouts, collective employment disputes or redundancies.
- C) Acts caused deliberately by the insured party or those in which gross negligence or wilful misconduct has been caused by the insured party, according to a final court ruling.
- D) Events resulting from the Insured Party's or Beneficiary's participation in sporting competitions or trials not expressly covered by a specific condition.

Claims resulting from the following circumstances are not covered by the insurance:

- A) Permanent withdrawal of driving licence.
- B) Temporary withdrawal of driving licence resulting from events occurring before this contract enters into force.
- C) Temporary withdrawal of driving licence due to acts caused deliberately by the insured party or those in which gross negligence or wilful misconduct has been caused by them.
- D) Temporary loss of driving licence due to a final court judgment issued for a crime against road safety.
- E) Temporary withdrawal of driving licence not established in a final ruling.
- F) Temporary withdrawal of driving licence deriving from events resulting from the Insured Party's participation in sporting competitions or trials not expressly covered in the specific conditions.

1.3.4. Declaration of a claim

An accident is understood as any event or unforeseen event, which is harmful to the insured party, which involves the need for legal assistance or provision guaranteed by this policy, which has taken effect.

The Policyholder or the Insured party or the Beneficiary must inform the Insurer of the occurrence of the incident within seven days of it being known unless a longer period has been established in the policy. If this is not done, the Insurer may reclaim any damages caused by the failure to report the loss. This will not occur if it is proven that the Insurer became aware of the accident by other means.

The policyholder or the insured party must also provide the Insurer with all the information on the circumstances and consequences of the incident.

In the event of failure to comply with this requirement, the right to compensation will only be forfeited if said failure is attributable to wilful misconduct or gross negligence.

1.3.5. Processing of a claim

Once the claim has been accepted, the Insurer will carry out the procedures to obtain a transactional settlement that recognises the claims or rights of the insured party. **Any such amicable or out-of-court settlement is the sole responsibility of the Insurer.**

If the amicable or out-of-court procedure does not offer a positive result acceptable to the insured party, the procedure will be carried out by court, **provided that the interested party requests it and the claim is not considered reckless**, in one of the following two ways:

- A) The insured party may, in accordance with the provisions of article 1.3.7 of these General Terms and Conditions, exercise their right to the free choice of professionals representing and defending the corresponding litigation, agreeing with them the circumstances of their professional activity and informing the Insurer of all this.
- B) In the event that the insured party does not exercise his/her right to free choice of professionals and the procedure requiring their intervention, the Insurer will designate them in his/her place, always in agreement with the insured party.

The Insurer will be responsible for all expenses and fees **duly credited for the provision of coverage, up to the quantitative limit established in the Specific Conditions, subject in any case, to the indicative rules of fees provided for in article 1.3.8 of these General Terms and Conditions.**

No member of the Insurer's staff who manages legal defence claims will carry out similar activities in other areas or in other entities operating in different areas of life..

1.3.6. Disagreements in processing the claim

When the Insurer considers that there are no reasonable chances of success, it considers that the initiation of a lawsuit or the processing of an appeal does not take place, it must inform the insured party.

In the event of disagreement, the parties may take advantage of the arbitration provided for in these General Terms and Conditions.

The Insured shall have the right, within the limits of the contracted cover, to the reimbursement of expenses incurred in lawsuits or appeals processed against the advice of the Insurer, or even arbitration, when, on his/her own account, a more beneficial result was achieved.

1.3.7. Choice of lawyer and counsel

The Insured party shall have the right to freely choose the counsel and lawyer who shall represent and defend them in any kind of legal, administrative or arbitration proceedings.

Before proceeding to their appointment, the Insured Party will inform the Insurer of the names of the lawyer and counsel chosen.

The Insurer may justifiably challenge the professional assigned and, if the dispute persists, it shall submit to the arbitration provided for in these General Terms and Conditions. **In the case that the lawyer or counsel chosen by the Insured party does not reside in the judicial district in which the proceedings will be held, the Insurer shall cover the travel costs and fees that the professional concerned includes in their bill.**

The professionals chosen by the Insured party will have total freedom in the management of the issues entrusted to them, and will not depend on instructions from the Insurer, **who will not be answerable for the work of these professionals or the outcome of the issue or procedure.**

When an urgent lawyer or counsel is required before the incident is reported, the Insurer shall also pay the fees and expenses derived from their action.

If a possible conflict of interest arises between the parties, the Insurer shall inform the Insured party so that the latter may decide on the appointment of the lawyer or counsel it deems appropriate to defend his/her interests, in accordance with the freedom of choice recognised in this article, within the limit set out in the Specific Conditions.

1.3.8. Payment of fees

The Insurer shall honour the fees of the lawyer who acts in defence of the Insured party, **subject to the regulations established to this effect by the Consejo Nacional de la Abogacía Española and in the case of non-existence of such regulations, the matter shall be regulated pursuant to the corresponding bar associations. The fee guidelines in the regulations shall be considered the maximum limit of the Insurer's obligation.** Discrepancies in the interpretation of these regulations will be handled by the responsible committee of the corresponding bar association.

In the event that the claim has been processed in accordance with the provisions of section A) in **article 1.3.5 of these General Terms and Conditions, the Insurer shall reimburse the fees accrued by the lawyer freely chosen within the limit per claim established in the specific conditions, and always subject to the collective rules referred to in the first paragraph of this article. For these expenses to be reimbursed, the Insured party must accredit payment by means of the corresponding invoices and receipts.**

If, on the other hand, the Insured party opts for section B) of article 1.3.5, the Insurer shall pay the fees derived from the lawyer's actions, settling them directly with the professional, without any charge to the Insured party.

If, because chosen by the Insured party, more than one lawyer is involved in the claim, the Insurer shall, at most, cover the fees equivalent to the involvement of a single lawyer, for the full defence of the interests of the Insured party, this being subject in all cases to the guidelines for fees mentioned above.

The fees of counsel, should their intervention be required, will be paid according to the relevant tariffs and scales.

1.3.9. Transactions

The Insured may agree to a compromise settlement in the matter but should this cause obligations or payments to be borne by the Insurer, both must always act after a prior mutual agreement has been reached.

1.3.10. Special conditions

1.3.10.1. Criminal defence for traffic accidents

- a. The Insurer guarantees **up to the limit indicated in the Specific Conditions for the claim** the defence of criminal liability in favour of the policyholder as the driver of the aforementioned vehicle and of any other driver authorised by the policyholder in the event of a traffic accident.
- b. This guarantee covers the payment of lawyers' fees and the fees of **a counsel should their intervention be required.**
- c. Similarly, it covers the payment of the legal fees which, **not including personal penalties**, arose as a result of criminal proceedings, and specifically the costs of professional fees.
- d. **Acts caused deliberately by the Insured, according to a final court ruling, are excluded.**

1.3.10.2. Extension of coverage for criminal defence to other cases

The Insurer guarantees, **up to the amount established in the Specific Conditions**, the costs of defending:

- a. The Policyholder as driver of the insured vehicle and any authorised driver of the same, in proceedings against them, because of damage caused by objects transported in said vehicle, whether such objects are owned by them or by others.
- b. The Policyholder, as the occasional driver of another vehicle different from the vehicle indicated in the Specific Conditions but of an equivalent category.
- c. Any occupant of the insured vehicle, transported free, in proceedings against this person, **provided that this has been requested expressly by the Policyholder.**
- d. Children of the Policyholder who are minors and have driven the insured vehicle without the Policyholder's knowledge or authorisation, even if they have no driving licence.
- e. Of the Policyholder and the authorised driver, in the procedures that are followed for external events not connected to driving, **provided that they have a direct relationship with the insured vehicle and do not result from a contractual breach.**
- f. Of the Policyholder, spouse, and children **economically dependent on the Policyholder and who live at the same address**, in the procedures followed as pedestrians, passengers of any land transport vehicle or as drivers of land vehicles without an engine.

Acts caused deliberately by the Insured party according to a final court ruling are excluded from the cover provided under this article.

1.3.10.3. Assistance to detainees and Bail

If the Insured party is arrested for any of the cases referred to in the previous articles, the Insurer shall make available to him/her a lawyer to assist him/her and report on the rights that correspond to him/her.

Similarly, and for the same cases, the Insurer, **with the limit established in the Specific Conditions**, will constitute the guarantee that in criminal proceedings is required of the Insured party to:

- Obtaining his/her provisional freedom.
- Guarantee his/her attendance at the trial.
- Repay the court order costs.

In no case will the responsibilities of the driver or Insured Party for fines or civil indemnities be covered.

The economic scope of this cover is determined in full in the Specific Conditions.

1.3.10.4. Compensation for injury

- a. The Insurer guarantees the amicable processing of the claim provided that it is provided by the Insurer's legal service, as well as the payment of the costs for **legal proceedings up to the limit stipulated in the Specific Conditions of the policy** in order to obtain, from responsible third parties, the compensation due to the Policyholder or, where applicable, to his/her family or heirs suffering from injuries or death caused by the use and movement of the insured vehicle. Similarly, the Insurer guarantees **up to the limit of €300**, the costs of location in Spanish territory, through the most suitable means, of identified third parties, **in those cases that, being the claim for bodily injuries over €600 euros, and with ongoing legal proceedings, the latter would be paralysed because the alleged perpetrator could not be located.**
- b. The cover mentioned extends to
 - The named driver of the insured vehicle, as well as the occupants freely transported in it, **provided that this has been requested expressly by the Policyholder.**
 - The policyholder for traffic accidents suffered as a pedestrian, passenger of any land transport vehicle, and driver of land vehicles without an engine.
 - The spouse and children, **who are financially dependent on and live with the spouse** for traffic accidents suffered as pedestrians, passengers of any land transport vehicle, and drivers of land vehicles without an engine.
 - When the Policyholder is single, these coverages will be applied to his/her parents and siblings, **if they live with him/her and are financially dependent on him/her.**

In the aforementioned cases, when the Insured party sustains injuries **and more than thirty days are required for their recovery**, the Insurer through its specialist medical team, will monitor and report on the assessment of such injuries and any possible consequences that may occur.

In the event that the Policyholder is a legal entity, the application of these coverages will take place with regard to who the Policyholder nominates as the usual driver of the insured vehicle.

1.3.10.5. Claims for damage to property

- a. The Insurer guarantees the amicable processing of the claim provided that it is provided by the Insurer's legal service, as well as the payment of the costs for legal proceedings **up to the limit stipulated in the Specific Conditions** of the policy in order to obtain, from responsible third parties, the compensation for damages caused by a traffic accident involving the insured vehicle. Similarly, the Insurer guarantees **up to the limit of €300**, the costs of location in Spanish territory, through the most suitable means, of identified third parties, **in cases that, being the claim for bodily damage over 600 euros, and with ongoing legal proceedings, the latter would be paralysed because the alleged perpetrator could not be located.**
- b. In the event that the insured party has an insurance policy that covers the vehicle's own damage, the Insurer guarantees the payment of for claims for obtaining compensation for damages not covered by the insured party, or when this insurance has not been taken into account for reasons beyond the control of the insured party.
- c. This includes the claim at the policyholder's request for material damage to goods transported in the insured vehicle, as well as damage to personal belongings and things that they carry with them, as a result of a traffic accident.

1.3.10.6. Extension of the cover for Damage to property

The above guarantee extends to the costs of claiming the amount of damage to the insured vehicle as a result of external events not connected to driving, such as collapse of civil works, explosions, floods and fires, provided that it does not result from a contractual breach between the Insured and the person responsible for such damage.

However, the Insurer will assume the claim for damages caused to the insured vehicle if the vehicle is in the custody of or deposited with a third party.

Any claim for damages caused to the insured vehicle during and arising from its transport by third parties under contract will also be included under the guarantee.

1.3.10.7. Advance of compensation

In extrajudicial claims made by the Insurer on behalf of the insured party, as soon as the insurer of the responsible party obtains the formal agreement of the payment of compensation and this is accepted by the interested party, the Insurer will advance the amount of the compensation **up to the limit expressed in the Specific Conditions, except in the event that the insurer is in a situation of administration or winding-up.**

The insured party is obliged to reimburse the Insurer for the sum advanced as soon as he/she is compensated, even if the amount received differs from the amount advanced or when it is known that it is impossible to recover this amount if the insurer obliged to pay is due to be wound up or liquidated, or for any other justified reason.

1.3.10.8. Insolvency

- a. If a court ruling, given in proceedings following a traffic accident, or external events not connected to driving, cannot be fully executed because the third party convicted, its insurer or the vicariously liable civil respondent is declared bankrupt, the Insurer guarantees to the Insured party the compensation to which he/she is entitled for material damages according to said ruling **up to the limit specified in the Specific Conditions.**
- b. If the third party convicted, its Insurer or the vicariously liable civil respondent, have attachable goods, but these are insufficient to cover the total amount of the compensation awarded, the Insurer guarantees payment of the difference, **subject to the limit specified in the Specific Conditions.**
- c. Material damage shall be understood as damage to the insured vehicle for the specific purposes of this coverage, or **provided that it does not result from a contractual breach between the Insured and the person responsible for such damage. Damage to objects and merchandise being transported, and other damage recognised in the ruling, are not covered by this guarantee for bankruptcy.**
- d. **The guarantee for bankruptcy is understood to be limited to firm, enforceable rulings by courts or tribunals in Europe or in countries bordering the Mediterranean, regarding accidents that have taken place in these countries.**

1.4. Section 4: Fines and Driving Licence

1.4.1. Fine management

The Insurer, through its Fines Advice and Processing Service, will take care of the Insured party's defence against the penalties arising from suspected violations of the Law on Traffic, Motor Vehicle Traffic, Circulation and Road Safety, Spanish Law for Road Transport (LOTT) and other traffic regulations.

A) Through administration channels, by presenting the corresponding:

- Disclaimer documents.
- Regular resources.

The Insured party may request the provision of the guaranteed service by calling 934 858 908. However, **to be eligible for this benefit, the customer must provide the necessary documentation at least five days before the maturity of the term to appeal, in order for the Insurer's Advisory and Processing Service to have sufficient time to contest the corresponding penalty. It is essential that the Insured party informs the Insurer of the date of receipt of the penalty imposed.**

B) In contentious-administrative proceedings:

Once the administrative procedure has been exhausted, intervening in the appropriate administrative litigation appeal, **up to a limit of €600 whenever it is appropriate, and when the penalty imposed is:**

- For an amount greater than €200 and the loss of points for suspected violations of the Law on Motor Vehicle Traffic, Circulation and Road Safety.
- For an amount greater than €401 if it is an alleged infringement of the Terrestrial Transport Act (LOTT).

The Insurer, at the request of the Insured party and provided that the latter has made the corresponding provision of funds, will take care of the settlement of the penalty imposed.

The Insurer shall in no case be responsible for the economic amount of these fines.

1.4.2. Costs of registering for training courses

A) To obtain the driving licence or licence for the total loss of points.

After the withdrawal of the driving licence, the Law on Motor Vehicle Traffic, Circulation and Road Safety stipulates that in the case that the holder of a driving authorisation whose validity has been withdrawn as a result of the total loss of the assigned points, they can obtain the driving licence of the same class as they formerly held once the legally stipulated deadlines have elapsed, after successfully sitting and passing a road awareness and re-education course and subsequent passing of knowledge control tests.

If the insured driver has had their driving licence withdrawn, the Insurer will assume **up to a limit of €500** for the expenses required to recover the driving licence, specifically the costs of registering for the awareness course, the fees for the knowledge control test and medical examination expenses, and always subject to the submission of the corresponding supporting documents.

Any withdrawal that is not caused as a result of the total loss of the assigned points will be excluded from this coverage.

The Insured party shall have the right to this guarantee on a single occasion for each withdrawal.

The following three concepts will be taken into account when establishing the financial amount of this guarantee:

- 1) **Guaranteed amount (€500).**
- 2) **8 Points for new drivers and those who have recovered their driving licence after having it withdrawn and 12 points for the rest of drivers.**
- 3) **The number of points, with a maximum of 12, which the insured party had at the time of taking out the policy. If the Insured party has lost points since the policy was taken out but has recovered them as a result of not having committed and serious infringement within 2 years (3 years in the event of very serious infringements), these recovered points will also be considered as in this section, to calculate the compensation, always taking into account the maximum limit of 12 points. Compensation calculation: Guaranteed amount of €500 (1) x No. of points when taking out the contract (maximum 12 points) (3)/8 or 12 points (2).**

B) For the partial recovery of lost points.

The Insurer will refund the Insured party up to a maximum of €100, the costs of registering for the awareness and road safety retraining course for the partial recovery of points and always subject to the submission of the corresponding supporting documents.

To qualify for this benefit, the Insured party must prove that he/she has lost a minimum of four points and that the loss of these is due to infringements committed after the date of entry into force of this policy.

Similarly, the Insured party must provide proof by means of the corresponding detailed document containing a history of road traffic offences where the points recovered correspond to penalties imposed after the date of entry into force of the policy.

Important: For the purposes of this coverage, it shall be understood that the date of loss of the points will be the date on which the infringement was committed.

1.4.3. Appeal against incorrect loss of points

If the corresponding administrative body notifies the Policyholder or driver declared in this policy an administrative sanction, and that the number of points for this reason is higher than those that would be applicable under the current legislation; or that the resulting balance of points is lower than it should be based on their background, the Insurer shall proceed to make the corresponding administrative appeal in order to have the points or balance corresponding to it adjusted accordingly.

1.4.4. Payment of "monthly transport assistance"

When the insured party has his/her driving licence temporarily withdrawn, declared by a final ruling, due to a driving offence due to recklessness, negligence or culpability will be paid a monthly benefit **for a maximum of 12 months with a limit of €450 for the cost of transport. Temporary suspensions resulting from road traffic offences, as set forth in are expressly excluded.**

Under no circumstances may the insured capital exceed the average monthly income obtained by the Policyholder or named Driver in the exercise of their trade or profession, in order that the present person is not subject to unfair enrichment.

Concurrence of insurance: this policy will only cover the proportional part corresponding to its guaranteed benefit in relation to the other policies subscribed, without the total of the compensation for all of them exceeding the actual loss, estimated in relation to the average monthly income of the Insured party.

Policyholder or named Driver **declared** in the policy, will be calculated based on the duration of the withdrawal of the driving licence. **Loss of driving licence due to a final court ruling issued for a crime against road safety or for any intentional or deliberate act will not be covered by this insurance policy.**

1.4.5. Defence in administrative matters

The Insurer guarantees the protection of the rights of the Insured party as a private individual, in the procedures followed by the public administration, in the event of sanctions imposed on him/her for alleged administrative offences.

Includes, administrative sanctions imposed on the Insured party in relation to:

- the property where they live,
- their domestic pets,
- circulating as a pedestrian,
- driving vehicles **without an engine and for private used,**
- navigation with boats or aircraft, **without an engine and for private use,**
- travelling as a passenger in any means of transport,
- sports, **provided that they are not related to motor vehicles, expressly including hunting.**

Includes the coverage of both the penalties imposed on the Insured party and in relation to vehicles, boats and aircraft, all of them without an engine and for private use, which are used or owned, for alleged infringements of the regulatory provisions of the circulation or navigation of such transport means.

This coverage will always include the drafting and submission of the defence submissions and appeals from administrative proceedings. It will also include the contentious-administrative procedure, when the amount of the sanction is not less than €600.

The final penalty payment always corresponds to the Insured party. If the latter requests it and makes the necessary provision of funds, the Insurer will take care of the settlement of the penalty.

1.4.6. Review and drafting of documents related to the vehicle

The Insurer ARAG will also provide the Insured, provided that they request it by telephone, the assistance of a lawyer for the review and drafting of certain documents and contracts, of which they may be required for legal consequences, on matters relating to Vehicles.

Once the contract or document has been duly reviewed or drafted, the Insurer will deliver it to the Insured party so that it can be submitted to the recipient.

The documents and contracts covered by this coverage are "numerus clausus" and are therefore expressly listed below:

- Sales agreement for car with accessories in instalments with a bank guarantee
- Sales agreement for a caravan with accessories in instalments with a bank guarantee
- Sales agreement for accessory spare parts
- Sales agreement for a motorhome with accessories in instalments with a personal guarantee
- Sales agreement for a motorhome with accessories in instalments without a guarantee

- Sales agreement for a car with accessories with a personal guarantee
- Sales agreement for a car with accessories without a guarantee
- Sales agreement for a car without accessories, without a guarantee
- Sales agreement for a motorbike with accessories in instalments with a personal guarantee
- Sales agreement for a motorbike with accessories in instalments without a guarantee
- Sales agreement for a motorbike without accessories, without a guarantee
- Sales agreement for a trailer with accessories in instalments with a personal guarantee
- Sales agreement for a trailer with accessories in instalments without a guarantee
- Sales agreement for a trailer without accessories in instalments without a guarantee
- Sales agreement for an industrial vehicle with accessories in instalments with a personal guarantee
- Sales agreement for an industrial vehicle with accessories in instalments without a guarantee
- Sales agreement for an industrial vehicle without accessories in instalments without a guarantee

1.5. Section 5: Replacement car

If the insured vehicle is immobilised **due to a breakdown, accident, fire, theft or attempted theft occurring in Spain**, the Insurer guarantees the following options:

- A) Offer the insured a replacement vehicle in the "C" category. **This option is subject to the availability of car hire companies and their contract terms and conditions, which must be compatible with market terms and conditions.**
- B) The reimbursement of the cost of hiring another vehicle and/or the expenses resulting from the use of other means of transport, specifically: taxi, carsharing or a vehicle for hire, **up to a maximum of 36 euros a day.**

In the case of option A), the insured must request the benefit from the Insurer. **To do this, they must call 934 85 74 41 (Monday to Friday from 8am to 7pm).**

Similarly, when the insured opts for the Insurer to provide him/her with a replacement vehicle (option A), the Insurer guarantees to reimburse the expenses for the means of transport chosen by the insured to collect and/or return the replacement vehicle at the assigned office of the vehicle rental company. **There is a limit of up to €100 each way.**

To be reimbursed, the insured must provide proof of the expenses by means of **the corresponding invoices and receipts for said means of transport.**

In the case of option B), for these expenses to be reimbursed, **the Insured must accredit payment by providing the corresponding invoices and receipts, as well as the documents specified later on in each case.**

Duration of the benefit

The maximum duration of the benefit in each case will be 35 days, regardless of the reason that entitles the insured to the benefit.

1. **Breakdown, accident, fire:** The coverage will take effect from the vehicle's entry into the repair shop and will last for the duration of the repairs, up to a maximum of 35 days.

If the vehicle is unusable due to breakdown, there is a 7-day waiting period from the date this coverage comes into effect.

2. **Theft or attempted theft:** The coverage will take effect 24 hours from the time the report is filed with the competent authority and until the vehicle is recovered and/or repaired of any related damages, always up to a limit of 35 days for both cases.

If, once the coverage benefit is initiated in any of the cases specified in sections 1 and 2, the vehicle is declared a total loss, based on the loss adjuster's report, **the insured must, within 10 days, determine whether to write off or repair the vehicle.** If this decision is not taken within this period, the replacement vehicle benefit will be stopped until the insured formally authorises the repair, or provides documents showing that the process of deregistering the vehicle has been initiated. **In any event, any days consumed until then by the insured will be deducted from the 35-day limit.**

3. **Total loss due to breakdown, accident, fire or theft:** The coverage will take effect from the moment the required documentation is provided, which must be done within 35 days.

Documentation to be submitted

The insured must provide the documentation detailed below in each case.

1. **Breakdown, accident, fire:**

If a replacement vehicle is made available, (section A), the Insurer will verify with the workshop the status of the repair and its expected duration. For this verification, it may request the relevant documentation proving the delivery to the workshop and the authorisation of the repairs. If this documentation is not provided by the workshop, it must be provided by the insured.

If the expenses are reimbursed (section B),

- invoice and receipt of the hire expenses and hire contract showing the date and type of vehicle.
- invoice and receipt of the cost of using other means of transport (taxi, carsharing or vehicle for hire) showing the dates of the service.
- invoice and receipt of the car repair, showing the hours of labour required for the repair, as well as the repair start and end dates.
- the vehicle's technical data sheet.

2. **Theft or attempted theft:**

If a replacement vehicle is provided (section A),

- copy of the complaint filed with the corresponding authority.
- in case of repair, the Insurer will verify with the workshop the status of the repair and its expected duration. For this verification, it may request the relevant documentation proving the delivery to the workshop and the authorisation of the repairs. If this documentation is not provided by the workshop, it must be provided by the insured.

If the expenses are reimbursed (section B), in addition to the documents specified in the previous section,

- invoice and receipt of the hire expenses and hire contract showing the date and type of vehicle.
- invoice and receipt of the cost of using other means of transport (taxi, carsharing or vehicle for hire) showing the dates of the service.
- if the vehicle was repaired, invoice and receipt of the car repair, showing the hours of labour required for the repair, as well as the repair start and end dates.

3. Total loss :

If a replacement vehicle is provided (section A),

- the vehicle's technical data sheet.
- loss adjuster's report assessing the damage.
- Documents showing that the process to deregister the insured vehicle has been initiated.

If the expenses are reimbursed (section B), in addition to the documents specified in the previous section,

- invoice and receipt of the hire expenses and hire contract showing the date and type of vehicle.
- invoice and receipt of the cost of using other means of transport (taxi, carsharing or vehicle for hire) showing the dates of the service.
- hire contract showing the dates and type of vehicle.

If the Insured has a disability that prevents them from driving a conventional vehicle, an automatic vehicle will be supplied, **provided that one is available at the vehicle hire companies. To do so, supporting documentation must be submitted proving the disability. In this case, the economic limit is increased to a maximum of 60 euros per day, limited to 35 days, not to exceed the cost limit of €2,000 per insurance year.**

The cost of fuel consumed is not included in the coverage.

The maximum limit of expenses for this coverage for all cases will be 2,000 euros per insurance year.

1.6. Section 6: Driver accident insurance

What is it?

This is the guarantee that covers the driver of the vehicle when the driver is the cause of the accident.

Scope of the Policy

The Insurer guarantees, within the quantitative and qualitative limits contained in the specific conditions of this contract, compensation for bodily harm suffered by the insured driver, provided that the injuries sustained are the result of a road accident which occurred while said person was inside the insured vehicle as a driver at the time of the accident, and they are older or equal to 25 years and are legally authorised to drive the insured vehicle. Personal injury suffered by the driver when entering or leaving the vehicle through the appropriate place, having direct contact with the driver, shall also be protected by this insurance; as well as those that occurred during the loading or unloading of baggage directly from the vehicle and the manoeuvring or repair operations thereof. In the case of vans, the coverage of personal injury during loading and unloading of luggage is limited to personal luggage.

This coverage will also be extended to drivers under the age of 25 who are named in the policy.

The protection of this accident insurance will not extend to policyholders who cause accidents in a state of intoxication or under the effects of drugs, narcotics or stimulants, or by committing malicious acts.

Covered

The following guarantees are covered and defined in terms of capital, origin and waiting period in accordance with the specific conditions of the policy. Accidents suffered will result in compensation when the insured driver sustains bodily injuries, so that compensation may be provided on the basis of the following sections, depending on the product taken out and specified in the specific conditions of the policy:

- A) Death.
- B) Total permanent disability.
- C) Permanent partial disability
- D) Healthcare expenses.
- E) Advance payment in the event of death of the driver.
- F) Double capital in the event of the death of both spouses.
- G) International coverage in the event of a claim.
- H) Daily subsidy.

The compensation that the Insurer must pay, in addition to the necessary urgent assistance, will be as follows:

- A) In the event of death according to the capital established in the specific conditions to the designated beneficiary. If at the time of the death of the insured party there is no specific designated beneficiary, or rules for determining it, the capital will be included in the policyholder's assets. The policyholder may revoke the beneficiary's designation at any time, until they have expressly waived this right in writing. Such revocation must be done in the same way as established for the designation.
- B) In the event of total disability, 100% of the fixed capital will be paid when the Social Security or equivalent body determines total or permanent disability.

C) **When no valuation can be made according to the tables in the General Terms and Conditions, in the event of partial disability, the driver will be compensated for the amount resulting from applying a percentage equal to that determined by the Social Security or similar body, provided that it is greater than 5%, applying in cases where 70% is exceeded a payment of 100% of the covered capital.** For the cases of total and/or partial disability, where the Social Security Institute is not the authority responsible for assessing the specific situation, the insurance company will establish the compensation by taking as a reference the social security tables for the reduction of the degree of disability. When a single claim results in several injuries of those guaranteed by this coverage, the amount corresponding to each limb or organ will be compensated for disability separately, up to a maximum of 100% of the insured capital for this guarantee and so that only the most serious of these is dealt with when there is more than one on the same limb or organ. If, after the disability has been established, the death of the insured party occurs, the amounts paid by the insurer shall be considered against the sum insured in the event of death. The insurer, on the basis of a medical certificate attesting permanent injuries or sequelae presented by the insured party, unless he/she has been treated or recognised by the Optional Protocol designated by the Insurer, based on this certificate, after the medical examinations it deems necessary, will determine the amount of the compensation, by applying the percentage established in the following table on the capital defined in the Specific Conditions of the policy.

Percentage	Diagnosis
100%	Traumatic brain injury; tetraplegia; paraplegia; post-traumatic dementia; amputation or absolute functional impotence of two limbs or both hands.
80%	Total blindness; severe and moderate tetraparesis and paraparesis with a global muscular balance (2-3/5); severe hemiparesis with global muscle balance (2/5); amputation or functional impotence of both feet; bilateral hip ankylosis, ankylosis of both shoulders, or a hip and shoulder simultaneously; bilateral cerebellar syndrome.
60%	Amputation or functional impotence of one limb; amputation of one hand; amputation of one foot; unilateral cerebellar syndrome; temporomandibular joint ankylosis with difficulty in phonation and passage of liquids; total deafness; moderate tetraparesis with global muscle balance (4/5); moderate hemiparesis with global muscular balance (3/5); Brown-Sequard syndrome; sciatic nerve palsy; aphasia.

40%	<p>Transverse medullary syndrome S1-S5 (sphincter disorders); hemiparesis and moderate paraparesis with global muscle balance (4/5); dysphasia; anterograde amnesia; ataxia; apraxia; organic personality syndrome; lower homonymous hemianopsia; bitemporal or complete side hemianopsia; loss of vision of one eye; hip or shoulder ankylosis; amputation of the thumb; amputation of the other four fingers of one hand; pseudoarthrosis of the tibia of the femur or tibia; long bone osteomyelitis with active infection; median nerve palsy; paralysis of the external peroneal nerve; scoliosis or severe kyphosis; persistent labyrinthine vertigo.</p>
20%	<p>Moria syndrome; severe stiffness of temporomandibular joint; pseudoarthrosis of humerus; shortening of the lower limb of more than 5 cm; amputation of the five toes on one foot; bilateral lumbosciatalgia with objective post-traumatic organic lesion; limitation of global mobility of the spine greater than 50%; pelvic narrowing (non-natural childbirth); splenectomy with haematological implication; avascular necrosis of the hip; total or partial prostheses of the hip, shoulder or knee; 50% mobility limitation of hip or shoulder; elbow ankylosis with a bending loss from 60%; knee bending below 90%; radial nerve or cubital nerve palsy; median or sciatic nerve paresis; deafness in one ear.</p>
10%	<p>Cervical cancer with brachy therapy; ankylosis of the wrist; ankylosis of the ankle; triple foot arthrodesis; ulnar or radial pseudoarthrosis; post-traumatic arthritis of knee or hip; shortening of the limb less than 3 or 4 cm; breakage of knee or knee ligaments, whether or not operated, but with symptoms; removal of the kneecap; traumatic varus/valgus foot; paralysis of the external popliteal radial, cubital or sciatic nerve.</p>
5%	<p>Scapulohumeral periartthritis; patellar chondroplasty; 5% radial head amputation; Genu valgum; severe backache or Lumbalgia with mobility limitation; splenectomy without haematological implication; shortening of lower limb less than 1 or 2 cm.</p>

The sum of the percentages for various types of disability in the same limb or organ may not be greater than the percentage established for the total loss of the same.

- D) In the event of healthcare, the expenses of medical and surgical assistance, first transfer by ambulance, pharmacy and hospitalisation are covered, provided that they are derived from an accident covered by the policy and with the limitations and conditions established in the Specific Conditions, after the company has authorised them. **Cosmetic surgery is excluded. Healthcare expenses covered by Compulsory Liability Insurance or those deriving from Occupational**

accidents are excluded. In any case, the Insurer will guarantee the necessary emergency assistance.

- E) The "capital advance" guarantee operates in the event of the death of the insured driver and upon the request of the beneficiaries of the policy. Through this guarantee, the Insurer will advance the amount specified in the specific conditions as payment on account to cover any urgent expenses that may arise.
- F) The "double capital" guarantee will become effective after the death of the insured driver in a traffic accident who had minor children in their care and if the other parent died as a result of the death. This guarantee will multiply the amount planned for the death coverage by two.
- G) If you take out international coverage, all the guarantees will take effect, in addition to in Spain, in the Principality in Andorra, in the countries that make up the European economic space, the countries that are part of the green card system listed in the international certificate of insurance and the states that are included in the Multilateral Guarantee Agreement.
- H) Daily subsidy: when the daily annuity guarantee is expressly contracted for hospitalisation, the insurer assumes the obligation to pay a daily compensation for the amount indicated in the specific conditions, in the event of an accident covered by the driver's accident guarantee and when the temporary disability resulting from this accident obliges the insured party to be admitted to a hospital. For the purposes of this guarantee:
- The insured party is considered exclusively to be the person who appears in the policy under specific conditions as the usual driver of the insured vehicle, provided that at the time of the incident he/she is in the vehicle as the driver of the vehicle.
 - Hospital means only one institution authorised for the medical treatment of illnesses or bodily injuries equipped with diagnostic and surgical elements and means, such as X-ray and operating equipment, at least. It must provide medical and nursing care 24 hours a day. Hotels, asylums, rest houses, institutions for psychiatric treatment, institutions especially those dedicated to the treatment of chronic illnesses and the treatment of drug addicts and alcoholics are not considered hospitals.
 - Excess is understood as the number of days, counted from the start of the hospitalisation, during which the insured party does not have the right to compensation. The waiting period is specified in the specific conditions.

Hospitalisation due to the following are excluded:

- **Accidents occurring before the entry into force of this policy.**
- **Accidents attributable to a state of mental disorder or unconsciousness of any degree.**
- **Neurosis, fatigue, epilepsy and neurovegetative disorders.**
- **Accidents due to the insured party driving over the legal limits of alcohol, drugs, narcotics, stimulants or narcotics.**
- **Defects and congenital anomalies of the insured party.**

Daily compensation for temporary disability will be paid from the number of days of hospitalisation established in specific conditions as the period of excess and will be provided for as long as this

hospitalisation lasts, for a maximum period of 365 days, and without prejudice to the compensation that may correspond to the insured party or beneficiary in cases of permanent disability or death occurring after the accident.

The insured compensation will be paid directly by the insurer to the insured party for each day of hospitalisation. It will be paid for the entire duration of the hospitalisation period, up to a maximum of 365 days, or until the insured party turns 65 if this occurs before the aforementioned period expires.

The policyholder, the insured party or the beneficiary, if applicable, are obliged to have access to the compensation for the Driver's Accident guarantee to:

- a. Inform the Company of the hospital admission and discharge (if applicable) within the following seven days, provide a medical certificate specifying the causes for hospitalisation, the admission and discharge dates of hospitalisation.
- b. In the event of death due to an accident: provide the insurer with the appropriate documents (Death Certificate of the insured party; where applicable, a will stating the designation of beneficiary; Marriage Certificate or Birth Certificate or photocopy of the Family Book; letter of payment or exemption from the General Inheritance Tax), with the Insurer being authorised to withhold that part of the insured capital which, in accordance with the circumstances known to it, is considered the tax debt derived from this contract; this withholding will only be made in cases where the beneficiary simply submitted the policy for liquidation without having made full or partial settlement of the Tax before the Ministry of Finance.
- c. In the event of total or partial disability: medical certificate that defines the disability.
- d. In the event of healthcare expenses: provide the insurer with the appropriate original documents accrediting these expenses.

1.6.1. Exclusions

The policy does not cover damages arising from or caused by:

- **The bad faith of the driver, insured party or insurance policyholder.**
- **The state of drunkenness of the driver with a degree of alcohol that is higher than legally permitted or if the driver is under the influence of drugs, toxic substances or narcotics.**
- **The participation of the insured vehicle in wagers or challenges, races, speed tests or competitions and preparatory tests for them.**
- **Driving the insured vehicle by a person who does not have the appropriate driving licence or is driving after the same has been cancelled or withdrawn.**
- **Theft of the insured vehicle.**
- **Abnormal or extraordinary events, whether or not covered by the Insurance Compensation Consortium, such as war, invasion, military force or coup, terrorism, political or social events, popular riots or uprisings, modification of the atomic structure of matter, nuclear radiation or radioactive pollution, earthquakes, hurricanes, storms, floods and in general any other atmospheric, seismic or meteorological phenomenon.**

1.7. Clauses common to voluntary and optional coverage

1.7.1. Exclusions common to voluntary coverage

Not covered

- A) **Claims or damages that are not expressly included as covered by the policy.**
- B) **Claims or damages occurring before signing this contract or the insurance policy has been cancelled for non-payment of premiums.**
- C) **Damage caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named as a driver in the Specific Conditions of this policy, or by a person not legally entitled to drive. Similarly, for those who do not have a valid driving licence in Spain for the insured vehicle, it is not valid or has been suspended by the Authorities.**
- D) **Accidents or damage caused by the driver in a state of intoxication (when the legal alcohol limits in force have been exceeded) or under the effects of drugs, toxic substances, narcotics or psychotropic substances.**
- E) **Claims and damage caused by the participation of the insured vehicle in wagers or challenges, races, speed tests or competitions and preparatory tests for them or in acts that are particularly dangerous or criminal.**
- F) **Claims and damage caused by the performance of the insured vehicle in agricultural or industrial work, or for transporting persons or things of a commercial nature for the latter, unless the professional use of the vehicle is recorded in specific conditions, as a result of the vehicle's movement by road or land not suitable for driving.**
- G) **Claims or damages produced with a breach of the technical obligations relating to the vehicle's security status, such as the obligation to carry out a vehicle inspection (ITV) within the legally established period; as well as any claims or damages that may occur if the vehicle is not in a roadworthy condition, the Policyholder will be obliged to carry the proper maintenance of the vehicle following the manufacturer's recommendations. Claims that occur when the regulatory provisions are breached in terms of requirements and number of people transported, the weight or measurement of what is transported or measures to enable it.**
- H) **Damages occurred as a result of the use of the vehicle as an instrument for the commission of crimes.**
- I) **Those produced as a result of the vehicle's movement inside port or airport enclosures.**
- J) **Claims caused or suffered by vehicles in the possession of or owned by companies or persons engaged in the sale of vehicles and intended for sale, rent or renting or any other equivalent formula, if this condition has not been declared and its acceptance is not expressly included in the Specific Conditions of the insurance policy.**

- K) Claims caused or aggravated fraudulently by the insured party, the owner, the policyholder or an authorised driver, as well as in the event that they engage in intentional misconduct or simulation in the declaration of the claim.**
- L) When the driver of the insured vehicle causing an accident is convicted of the offence of failure to render aid.**
- M) Damage to the vehicle is due to an impairment or defect of the object insured, or to a clear lack of maintenance.**
- N) Claims or damage caused by fuels, mineral essences and other flammable, explosive or toxic substances transported in the insured vehicle, even if they have occurred as a result of an accident covered by the policy.**
- O) Damage directly or indirectly from war, invasion, acts of foreign enemies, hostilities (declared or not), civil war, rebellion, revolution, uprising, military powers or coup d'état, confiscation, nationalisation, seizure, destruction or damage to property by any government, public or local authority or by virtue of its orders.**
- P) Claims, damages, destruction or damages or any goods or losses or expenses or any consequential damages or legal liabilities of any kind directly or indirectly resulting from or caused by ionising radiation or radioactive contamination of any nuclear fuel or nuclear fuel residues.**
- Q) Extraordinary risks: All those claims caused by an extraordinary nature whose coverage is reserved to the Insurance Compensation Consortium, as well as those declared as a national catastrophe or calamity.**
- R) Drivers who do not hold a driving licence are excluded even when using the vehicle with the consent of the policyholder/owner.**
- S) Drivers who do not meet the specific conditions of their driving licence will not be covered, for example, driving without glasses when they are required to wear them.**
- T) In the event of double insurance, the Insurer will only cover the proportional part corresponding to it, the rest being the responsibility of the rest of the insurers covering the same risk.**
- U) Claims or damages produced as a result of the transport of dangerous goods, remunerated transport of people with or without driver, public service or driving school, fleet of vehicles, and any other activity contained in the specific clauses.**

1.7.2. Special clauses common to all guarantees

Special Clauses

- A) The insurance has been established on the basis that the insured vehicle will not be driven at any time with an alcohol level that exceeds the legal limits or using toxic drugs, narcotics or psychotropic substances. This type of conduct is considered an aggravation of risk and**

is not covered by the policy, and the insurer will be entitled to terminate the contract. All of this without prejudice to the insurer's right of repetition.

- B) The insurance policy has been established on the basis that the insured vehicle will not be used for the following activities: transport of dangerous goods, remunerated transport of people with or without driver, public service or driving school, fleet of vehicles, and any other activity contained in the specific clauses. This type of conduct is considered an aggravation of risk and is not covered by the policy, and the insurer will be entitled to terminate the contract. All of this without prejudice to the insurer's right of repetition.
- C) Vehicles under the financing regime: If the vehicle has been purchased under a financing scheme, compensation for total theft or total loss will be paid in the first instance to the financial institution in whose favour it is reflected, in the Directorate-General of Traffic, the reservation of title or limitation of disposition, being in favour of the owner of the insured vehicle the remaining capital of the compensation if it exists.

Right to repeat

Once the compensation has been paid, the Insurer may repeat:

- Against the driver, the owner of the vehicle that caused the accident and the insured party, if the material and personal damages are due to driving under the influence of alcoholic beverages or toxic drugs, narcotics or psychotropic substances.
- Against the driver, the owner of the vehicle that caused the accident and the insured party, if the material and personal damages are due to the malicious conduct of any of them.
- Against the third party responsible for the damages.
- Against the policyholder, insured party and/or driver in the event of driving the insured vehicle without a valid driving licence, it is not valid or has been suspended by the Authorities.
- Against the driver, the policyholder and the insured party, if the incident was caused when the insured vehicle is driven by a person under the age of 25 or with a driving licence of less than two years, unless they are expressly named in the Specific Conditions of this policy.
- In any other situation in which such a repetition may also proceed in accordance with the law.

2. Claims and conflict resolution

In the event of consultation, disagreement or consideration of injured parties for their legally recognised interests and rights arising from this contract, the transparency and protection regulations of the clientele or best practices, the policyholder, driver, insured party, beneficiary or third party affected may address their queries, complaints or claims to:

- The Company's Customer Protection Service, which you can contact at any time in writing at: reclamaciones@admiral.es. By post to C/Albert Einstein 10, CP 41092, Seville, which will be resolved within a maximum legally established period of two months. There is a Regulation on the operation of the Service available to customers and users on the website section "Defence of the Insured" at the Insurer's offices or at their request.
- This claim has been rejected or the period of one month from the date on which the claimant submitted it may make a claim in writing to the Commissioner for the Defence of the Insured and the Participant in Pension Plans (Paseo de la Castellana 44, 28046, Madrid), proving that the above period has elapsed, or that their request has been rejected.
- The parties may also submit their discrepancies voluntarily to the arbitration decision in accordance with the current legislation.
- In any case, any conflicts that may arise in the application of the contract will be resolved by the competent judges and courts.

Member State and Control Authority

Admiral Europe Compañía de Seguros S.A.U. (AECS), is an insurance company registered in the Commercial Registry of Madrid under folio 31 of volume 37,134, section 8, entry 1 and with registered office at C/Rodríguez Marín 61, 1ª planta, 28016 Madrid.

AECS's activity is controlled by the Spanish Ministry of Economy and Business through the Directorate-General for Insurance and Pension Funds, registration number C0805.

3. Insurance Compensation Consortium indemnity

3.1. Compensation clause by the Insurance Compensation Consortium for losses arising from extraordinary events.

In accordance with the provisions of the revised text of the Legal Statute of the Spanish Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract, of the type which is obliged to include a surcharge in favour of the aforementioned public business institution, is entitled to arrange coverage of extraordinary risks with any insurance company which meets the conditions required by prevailing legislation.

Indemnities derived from accidents caused by unexpected events occurring in Spain, and that affect the risks situated in it, and in the case of harm to persons, and also events that occur abroad when the insured party has their habitual residence in Spain, will be paid by the Insurance Compensation Consortium in cases where the policyholder has paid the corresponding surcharges in its favour and one of the following situations has occurred:

- A) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insuring institution.
- B) When even despite coverage by this insurance policy the obligations of the insurance company cannot be fulfilled due to having been judicially declared bankrupt or subject to a supervised liquidation procedure or having been assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its activity to that in the mentioned Legal Statute, in Law 50/1980 of 8 October on insurance contracts, in the Regulations of extraordinary risk insurance, approved by Royal Decree 300/2004 of 20 February, and supplementary provisions.

3.2. Summary of legal regulations

3.2.1. Extraordinary events covered

- A) The following natural phenomena: earthquakes and tsunamis; extraordinary floods, including those caused by sea surges; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120 km/h, and tornados); and the fall of astral bodies and meteorites.
- B) Violent events resulting from terrorism, revolts, sedition, riots and civil disturbances.
- C) Actions of the Armed Forces or Law Enforcement Agencies in times of peace.

Atmospheric and seismic phenomena, from volcanic eruptions and the fall of astral bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by the AEMET (the State Meteorological Agency), the Spanish Geographic Institute and other public authorities with competencies over the matter in question. In events of a political or social nature, as well as the case of damages caused by events or actions incurred by the Armed Forces of Security Agencies in peacetime, the Insurance Compensation Consortium will be able to obtain information on such events from the competent jurisdictional and administrative bodies.

3.2.2. Excluded Risks

- A) Those which do not give rise to compensation under the Insurance Contract Act.
- B) Those caused to insured property under an insurance contract other than one with a compulsory surcharge in favour of the Insurance Compensation Consortium.
- C) Those due to an impairment or defect of the thing insured, or to a clear lack of maintenance.
- D) Those caused by armed conflicts, even without an official declaration of war.
- E) Those caused by nuclear energy, without prejudice to the provisions of Act 12/2011, of 27 May, regarding civil responsibility for nuclear damage or damage caused by radioactive materials. Notwithstanding the foregoing, all direct damage caused in an insured nuclear facility will be considered included, when it results from an unexpected event that affects the facility.
- F) Those due to the mere action of time, and in the case of goods wholly or partially submerged permanently, those attributable to the mere action of waves or ordinary currents.
- G) Those produced by natural phenomena other than those indicated in section 3.2.1.a) above and, in particular, those produced by elevation of the phreatic level, movement of slopes, landslides or settlement of land, falling rocks and similar phenomena, unless they were clearly caused by the action of rainwater which, in turn, would have caused an extraordinary flood situation in the area and occurred simultaneously with that flood.
- H) Those caused by disturbances occurring during meetings and demonstrations carried out in accordance with Organic Law 9/1983, of 15 July, regulating the right to assembly, as well as during legal strikes, unless the aforementioned actions can be classified as extraordinary events of those indicated in section 3.2.1.b) above.
- I) Those caused by the bad faith of the insured party.
- J) Those arising from natural phenomena that cause damage to property or pecuniary losses when the issue date of the policy, or the date on which it comes into effect, if it should be later, does not precede by seven calendar days the date on which the incident took place, unless it can be shown that insurance could not have been taken out previously because no insurable interest existed. This waiting period will not be applied in the case of replacement or substitution of the policy, by the same or another company, without ongoing solution, except for the part that was the object of increase or new cover. Nor will it be applied for the part of the insured capitals that result from automatic revaluation provided for in the policy.
- K) Those corresponding to incidents occurring before payment of the first premium or when, in accordance with the provisions of the Law on insurance contracts, cover by the Insurance Compensation Consortium is suspended or the insurance policy has been cancelled for non-payment of premiums.
- L) In the case of damages to goods, indirect or losses derived from direct or indirect damages, different from pecuniary losses defined as indemnifiable in the Extraordinary Insurance Risks Regulations. In particular, damage or loss suffered as a consequence of the outage or alteration in the external supply of electrical energy, combustible gases, fuel oil, diesel oil and other fluids is not included, nor is any indirect damage or loss other than that mentioned in the previous paragraph, even when these alterations arose from a cause included in the cover of extraordinary risk.

- M) Incidents that, due to their magnitude and seriousness, are qualified by the National Government as a "national catastrophe or calamity".
- N) In the case of civil liability in motor vehicles, personal injury deriving from this coverage.

3.2.3. Excess

The excess payable by the insured party will be:

- A) In the case of direct damages, in the insurance against harm to things the excess payable by the insured will be seven percent of the amount of the damage to be compensated arising from the claim. Nonetheless, no deduction whatsoever will be made by excess to damages that affect homes, homeowners' communities, nor vehicles that are insured by a car insurance policy.
- B) In the case of loss of profits, the excess payable by the insured party will be that which is specified in the policy, in time or amount, for damages that are the consequence of ordinary accidents of loss of profits. If various excesses for the cover of ordinary incidents of loss of profits exist, those specified by the main cover will be applicable.
- C) When in a policy a combined excess is established for damages and loss of profit, by the Insurance Compensation Consortium property damage will be liquidated with a deduction of the excess that corresponds to the implementation of section a), and the loss of profit produced with deduction of the excess established in the policy for the main coverage, reduced by the excess applied in the liquidation of the property damage.

In personal insurance the excess deduction will not be applied.

3.2.4. Extent of coverage

Cover for extraordinary risks will apply to the same people or assets and involve the same sums insured as has been established in the policy for the purposes of ordinary risks. Notwithstanding the foregoing:

- A) In policies that cover damages to motor vehicles, the cover for extraordinary risks by the Insurance Compensation Consortium will guarantee all the insurable interest even though the ordinary policy only partially does so.
- B) When vehicles only have a civil liability policy for automotive land vehicles, the extraordinary risks cover by the Insurance Compensation Consortium will guarantee the value of the vehicle in the state in which it is found at the moment immediately prior to the occurrence of the accident, according to generally accepted purchase prices on the market.
- C) Should a claim event occur, the insured party, the policyholder, the beneficiary or their respective legal representatives must, either directly or via the insurance institution or the insurance agent, and within a period of seven days of finding out about it, notify the corresponding regional office of the Consortium of the occurrence of the event, depending on the place where it happened. The sum corresponding to this mathematical reserve will be payable by the aforementioned insurance company.

3.3. Communicating damages to the Insurance Compensation Consortium

- A claim for damages whose coverage corresponds to the Insurance Compensation Consortium, will be communicated to the Consortium by the insurance policyholder, the insured party or the beneficiary of the policy, or by the person acting on behalf and in the name of the aforementioned, or by the insurance company or the insurance broker with whom the insurance will be processed.
- Communicating damages and obtaining any information pertaining to the procedure and the state of the claims procedure can be done in the following ways:
 - a) By telephoning the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
 - b) Via the Insurance Compensation Consortium website (www.conorsegueros.es).
- Damage valuation: The valuation of damage that can be compensated in accordance with insurance legislation and the content of the policy will be carried out by the Insurance Compensation Consortium, which will not be bound by any valuation that may have been made by the insurance company providing coverage against ordinary risks.
- Payment of compensation: The Insurance Compensation Consortium will pay the compensation to the beneficiary of the insurance by bank transfer.

Information of interest

Customer service

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atencionalcliente@qualitasautoclassic.com

Accident management

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Travel assistance

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Travel assistance from abroad

Tel. +34 915 949 307

Management of fines and driving licence points

Tel. 934 858 908

Replacement car

Tel. 934 857 441