

# Zurich Motor Pack

General Terms and Conditions of Guarantees



## Welcome to Zurich

We would like to welcome you to the company and remind you that we are always available to help you with anything you need.

Zurich is committed to giving you the finest service whenever you need it with fast and effective solutions and clear information.

In these terms and conditions you will find a detailed description of what is in your new Zurich Motor Pack insurance.

Enjoy driving with complete peace of mind, because we'll always be with you!

Zurich HelpPoint™



# ZURICH MOTOR PACK

## Table of contents terms and conditions

I.	LEGAL REGULATIONS .....	4
II.	DEFINITIONS .....	6
III.	GENERAL CONSIDERATIONS .....	8
	1. Purpose of the Insurance .....	8
	2. Territorial scope .....	8
	3. Damage appraisal .....	8
IV.	COVERS .....	9
	1. Public liability .....	9
	2. Legal defence, posting of bonds and claims .....	12
	3. Accidents of the driver .....	18
	4. Travel assistance .....	21
	5. Glass .....	27
	6. Theft .....	28
	7. Fire in the insured vehicle .....	30
	8. Own damage to the vehicle .....	32
	9. Benefit for temporary withdrawal or loss of driving license under the penalty points system .....	35
	10. Extension of covers .....	36
	11. Public liability for load .....	38
V.	GENERAL EXCLUSIONS .....	39

# I. Legal regulations

## **Member state and authority supervising its activity.**

Zurich España, Compañía de Seguros y Reaseguros, S.A. C.I.F A/28360527, Corporate address: Vía Augusta, 200 - 08021 Barcelona, España. Spain. Entity subject to the supervision of the General Insurance and Pension Funds Directorate.

## **Applicable legislation.**

- Insurance Contract Act 50/80 dated 8 October.
- Private Insurance Organisation and Supervision Act 6/2004 dated 29 October.
- Insurance Compensation Consortium (Legal Statute Regulation) Act 7/2004 dated 29 October.
- Any other regulations that may be applicable during the period when the policy is in force.

## **Complaints and claims.**

Complaints and claims as regulated by Ministerial Order ECO 734/2004 may be submitted to the company's Customer Service Department or to the Customer Ombudsman whose Regulations are available in our offices and on our website.

## **Cancellation clause for distance contracts.**

In the case of insurance that is taken out exclusively by means of distance communication media and for purposes other than the insured's business and professional activities, the insured may cancel the distance contract within fourteen calendar days of it being signed, provided that the adverse event covered by the insurance has not occurred, with no requirement to state their reasons and with no penalties in compliance with Article 10 of the Distance Marketing of Financial Services for Consumers Act 22/2007. To exercise this right the insured should write to the insurance company. The company reserves the right to retain the proportional part of the premium for the covered period. The right of cancellation shall not be applicable to compulsory insurance, travel or luggage policies lasting less than a month, or to ones whose effect terminates within the aforementioned fourteen calendar days.

## **Protection of personal details.**

Personal details shall be included in files owned by Zurich España, Zurich Vida and Aide Asistencia whose purpose is the proposal, completion, maintenance and control of the insurance contract and the carrying out of statistical studies, quality studies, technical analysis, the management of coinsurance if applicable and fraud prevention.

Your personal details are provided voluntarily but are nonetheless necessary for the implementation of the contractual relationship. At any time you may exercise your rights of access, rectification, cancellation and opposition by writing to the contracting entity which is responsible for the files and their processing, and whose address for this purpose is Vía Augusta 200, 08021 Barcelona.

Your personal details will also be used to enable Zurich España, Zurich Vida and Aide Asistencia and other companies legally linked to the aforementioned organisations, and through their authorised brokers, to offer products and services and to send information about products, goods or services which are marketed by other organisations and which according to the personal details you have given us may best meet your needs. If you do not wish your personal details to be used for this purpose, please tell us by writing to [zurichlopd@zurich.com](mailto:zurichlopd@zurich.com).

The applicant expressly states their agreement to all of the foregoing.

# Terms and conditions

(Mod. 2/2.01.03.41 September 2008)

## II. Definitions

**Accessories.** Fixed components incorporated into the vehicle which are not standard but determine its final finish.

**Insured.** Unless otherwise expressly stated in any of the covers, the Insured is the Policyholder, the Owner of the vehicle and the main or occasional Driver.

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

**Main driver.** Driver named in the Particular Conditions of the policy as the person who most regularly drives the insured vehicle and whose circumstances are a risk factor which could affect the premium.

**Occasional driver.** Driver or drivers named in the Particular Conditions of the policy who drive the insured vehicle less frequently than the main driver.

**Excess.** The expressly agreed sum or percentage which will be deducted from the compensation.

**Total Loss/Total Write-off.** Any repair that is greater than 75% of the market value (saleable value) of the damaged vehicle immediately prior to the occurrence of the claim event.

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

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

**Market value (saleable value).** Price of the vehicle immediately prior to the occurrence of the claim event. In order to determine this price objectively, the following percentages shall be applied to the value as new, based on the age of the vehicle from the date when it was first registered:

Years	0	1	2	3	4	5	6	7	8	9 or more
%	87.2	74.5	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

**Insured vehicle.** That specified in the Particular Conditions of the policy. In the case of vehicle/trailer combinations, separate insurance must be taken out for each one of them. Nevertheless, joint insurance with the main vehicle of light caravans, trailers and semi-trailers is accepted when the Maximum Authorised Weight (MAW) of the same is less than 750 Kg., in the cases and for the covers provided for in these Terms and conditions.

# III. General Considerations

## 1. PURPOSE OF THE INSURANCE

The Company assumes the benefits contained in each of the insurance covers and whose inclusion is specifically stated in the Particular Conditions of the policy with respect to risks derived from the use of the insured vehicle.

## 2. TERRITORIAL SCOPE

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

- In the case of the covers for Compulsory Public Liability, Voluntary Public Liability, Legal Defence and Claims for Damages, Insurance for Accidents of the Driver, Breakage of Glass, Theft, Own Damage, Fire and Extension of covers, the scope of cover is the territory of the European Economic Area, that of states that are signatories to the Multilateral Guarantee Agreement and that of states that are signatories to the Uniform Agreement between Bureaux. The list of these states can be found in the International Insurance Certificate which the Company provides to the Policyholder. In the case of risks related to Legal Defence included in the Legal Defence and Claims for Damages cover, the territorial scope of the defence of the Driver is restricted to penalties initiated in Spain.
- In the case of the Travel Assistance cover, the territorial scope will depend on whether we are referring to risks for the vehicle or risks for people:
  - In the case of risks for the vehicle: the territorial scope is Spain, the rest of Europe and countries bordering the Mediterranean Sea.
  - In the case of risks for people: the territorial scope is Spain, outside a radius of 25 Km. from the main home of the Insured (10 Km. in the Canary Islands and the Balearic Islands) and in the rest of the world.
- In the case of the Benefit for temporary withdrawal or loss of driving license under the penalty points system cover, the territorial scope is restricted to penalties initiated in Spain.
- In the case of the Public Liability for load cover, the territorial scope is the European Economic Area.

## 3. DAMAGE APPRAISAL

The company will appraise repairs according to the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the Insured is not able to claim the latter back. The parties shall agree on the amount and form of compensation, and the insurer shall pay the agreed sum or carry out the operations necessary to replace the insured object, using in this latter case materials which have been duly approved by relevant bodies. **Compensation under these headings for repair and replacement may not be greater than the market value of the vehicle.**

# IV. Covers

## 1. PUBLIC LIABILITY

### 1.1. Compulsory public liability

The Company covers, up to the prevailing legal limits for compulsory insurance, the Public Liability of the driver for damage caused to people and property as a result of the use of the vehicle identified in the Particular Conditions by virtue of the risk created by the driving of the same.

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Bodily injury sustained by the driver of the insured vehicle.
- b) Damage sustained by the insured vehicle caused by objects being transported in it and by property belonging to the policyholder, insured, owner, driver or to the spouse or other relatives up to the third degree of consanguinity or affinity of the former.
- c) Bodily injury and material damage sustained as a result of the driving of the vehicle that has caused the same if the said vehicle has been stolen, in which case the insurance compensation consortium shall provide any compensation that may be applicable. Theft is deemed to be actions classified as such in the criminal code.
- d) Injury sustained by people who are voluntarily in the stolen car and the company can prove that they were aware that the car had been stolen.
- e) The company may not enforce against the plaintiff (injured party) any exclusion other than those laid down by legal regulations, without prejudice to any right of recovery the company may have.
- f) In the event of damage to property, it will only accept responsibility vis-à-vis third parties when it incurs public liability in accordance with the provisions of articles 1,902 and following of the civil code, article 109 and following of the criminal code and the provisions of the Motor Vehicles (Public Liability and Insurance) Act.

### 1.2. Voluntary public liability

The Company covers, up to the limit indicated in the Particular Conditions of the policy, the payment of compensation which, by virtue of the provisions of the Motor Vehicles Public Liability and Insurance Act, the Insured and the authorised and legally qualified Driver are obliged to pay as a result of extracontractual Public Liability arising from damage to third parties as a result of the driving of the vehicle specified in the policy. This cover will cover compensation which exceeds the cover for compulsory insurance set at any given time by law.

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

- a) Public Liability arising from damage caused to third parties who are not occupants of the insured vehicle due to the falling and/or slipping of luggage, personal objects (bicycles, skis, etc.) and goods transported both in or on the vehicle and in or on the trailer or caravan, if its MAW is less than 750 kg, including loading and unloading operations, provided that this transport is performed in compliance with prevailing legislation.

Damage or injury sustained by the people who are performing loading or unloading operations and that caused by toxic, flammable, explosive or corrosive materials is not covered.

- b) Extracontractual Public Liability arising from the actions of the occupants of the vehicle, provided that they are authorised passengers carried free of charge, while they are in the insured vehicle or getting into or out of it.
- c) Public Liability for the trailer or caravan as long as its MAW is less than 750 Kg.
- d) Public Liability arising from damage or injury caused to a third party in traffic incidents by a minor child of the Policyholder, Owner or Driver named in the Particular Conditions up to a limit of 120,000 euros.
- e) Voluntary Public Liability that may be incurred by the Policyholder as a result of the occasional driving of a third party vehicle, a car or van with a MAW less than 3500 Kg., provided that it does not have Compulsory Vicarious Public Liability and that this is not known to the former.
- f) Voluntary Public Liability arising from damage or injury caused to a third party by fire in the insured vehicle when it is parked.

## People who do not count as third parties for the Voluntary Public Liability cover

- a) Those whose public liability is covered by this policy.
- b) The spouse, forebears or descendants of the people indicated in the previous point.
- c) Those who are not spouses, forebears or descendants of the people whose public liability is covered by this policy but are related to the same up the third degree of consanguinity or affinity.
- d) When the policyholder or the owner is a legal entity, its legitimate representatives and the spouse and members of the families of the said representatives who are connected to them in any of the ways set out in paragraphs b) and c).
- e) The employees or salaried staff of the people whose public liability is covered by this policy in claim events which are recognised as being accidents at work.

### 1.3. Risks not covered

Not covered, in addition to that indicated in the general exclusions (page 39) are:

- a) Liability for damage caused to the insured vehicle or to things transported in or on it.
- b) Contractual public liability.
- c) Liability arising from damage or injury caused to people being carried when the vehicle is not officially authorised to transport people, save in the event of fulfilment of the duty to render aid or in state of need.
- d) Costs arising from the defence of the insured or the driver in criminal cases brought before the courts or the competent authorities, unless otherwise agreed.
- e) The payment of fines or penalties imposed by the courts or competent authorities and the consequences of failure to pay such fines or penalties.
- f) Damage not due to falls and/or slipping of objects transported in or on the vehicle for which the insured or a person or a person in their charge is responsible for, without prejudice to the provisions of paragraph 1.2.

## 2. LEGAL DEFENCE, POSTING OF BONDS AND CLAIMS

### 2.1. Legal Defence and posting of bonds

Insured persons shall be the Owner, the Policyholder or the Driver of the vehicle as these are defined in the General Conditions that govern this contract.

The Company covers payment of expenses incurred for the Legal Assistance and Defence of the Insured in any legal, administrative or extrajudicial proceedings arising from a traffic accident in which the insured vehicle is involved. Likewise it covers the posting of bonds in criminal cases for the payment of costs or release on bail for any of the Insured as a result of a traffic accident.

The Company shall appoint and pay the fees of the legal professionals who provide the covered Legal Defence. Nevertheless, the Insured may appoint a professional of their own free choice for their defence in criminal cases which may involve personal charges, in which case the fees of the professional shall be determined according to the minimums set by the relevant Bar Association and up to a maximum of 3,000 euros, with any difference being paid by the Insured. In the event of taking out the Legal Defence Pack, the fees of legal professionals shall be reimbursed up to the maximum limit indicated in the Particular Conditions.

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

### 2.2. Claims for damages

Insured persons shall be, in addition to those indicated for the Defence cover, any occupant of the Insured vehicle.

The company covers amicable or judicial claims for damages against a third party in the name of the Insured. To that end the Company shall appoint the legal professionals who are to file the claim, whether extrajudicial or judicial. The fees of these professionals shall be paid by the Company. In turn the Insured must grant such powers of attorney and make such appointments as may be necessary.

Likewise the Insured must provide the Company with any invoices, receipts for expenses and documents in proof as may be required for the claim.

As an extension to this cover, and in the event that any of the following Insured people: the Owner, the Policyholder or the Driver of the vehicle, should decide to appoint the legal professionals who are to file the claim, the Company will reimburse the fees of these professionals up to 3,000 euros in the event that an amicable or extrajudicial settlement has not been reached using the resources provided by the Company, and the Insured chooses to continue with the claim on their own behalf. This extension of cover does not therefore include the occupants of the insured vehicle.

In the event of taking out the Legal Defence Pack, the fees of legal professionals shall be reimbursed up to the maximum limit indicated in the Particular Conditions.

The Insured expressly empowers the Company and its legal representatives to directly receive any compensation which by virtue of this cover has been obtained in their favour, by settlement or by court ruling, without prejudice to the subsequent settlement.

If a final ruling is given which grants compensation to the Insured for material damage caused to the identified vehicle and this ruling cannot be enforced due to the insolvency of the other party or parties, the Company covers the payment to the Insured of this compensation up to a maximum limit of 1,200 euros. If there is attachable property that does not cover the total amount of the compensation, the Company shall pay the difference up to the limit referred to above. **This cover shall only take effect in the event that the material damage sustained by the vehicle is not covered by an insurance policy nor by the Consortium. At any event, any sums which may be obtained from the other party or parties ruled against in the final sentence shall be used first to pay for the material damage sustained by the insured vehicle.**

### 2.3. Extension of covers for legal defence, posting of bonds and claims

Insured persons shall be the Owner of the vehicle, the Policyholder, the main Driver and the occasional Driver, as these are defined in the General Conditions that govern this contract.

When the vehicle is a car for private use, the covers indicated extend to accidents which the Insured may suffer as a pedestrian or passenger in any vehicle for public or private use within the territorial scope set out in article 1 of the General Considerations.

In addition the Company shall provide for:

- a) Amicable or extrajudicial claims for defective repair work done on the insured vehicle. In order to claim the benefit under this cover, the Insured must submit the original bill for the repair work, which may not be less than 300 euros and must have been carried out in a repair garage that is legally established in Spain, and notify the Company within a maximum of 30 days from the repair being done. If it is not possible to reach an extrajudicial settlement that is satisfactory to the Insured and the Insured wishes to go to court, the Company shall reimburse them for the cost of lawyer and court representative fees up to a maximum of 1,000 euros per claim and year.
- b) Legal advice by telephone from a lawyer, in the event of arrest for offences arising from driving the insured vehicle.
- c) Free appraisal, solely as guidance and according to the "bodily injury guidelines", of any injury sustained whether or not as a result of a traffic accident by the Policyholder and/or the Insured and by their spouse and children in their charge. The appraisal shall be given based on the information provided by the Insured.

In the case of the covers set out above, also not covered, in addition to that indicated in the general exclusions (page 38), are legal bonds and defence resulting from any claim event not covered by the motor vehicle public liability covers.

## 2.4. Appointment of lawyer/court representative

The Owner, Policyholder or Driver of the vehicle is empowered to appoint their own Lawyer and Court Representative. **They must notify the Company of this immediately in order for the latter to pay for resultant expenses.**

This entitlement to free choice of appointment may not be exercised when those expressly designated are conducting legal action against Zurich España arising from contractual disputes.

If the Insured appoints a Lawyer and/or Court Representative proposed by the Company, the latter shall pay for the entirety of the fees charged by the same. If another Lawyer or Court Representative should be chosen, **the Company shall pay the fees of the former in accordance with the rules of the Bar Association to which he/she belongs or, failing that, those of the Barcelona Bar Association, and the fees of the Court Representative in accordance with the relevant list of tariffs, up to a maximum limit under both headings of 3,000 euros with any difference being paid by the Insured.**

In the event of taking out the Legal Defence Pack the cost of the fees of legal professionals shall be reimbursed only in cases of actions under administrative law in which their presence is mandatory and up to the limit stated in the Particular Conditions.

An indispensable requirement for the appointment of the Lawyer will be that he or she has a licence to practice in the jurisdiction in which the case arising from the insured benefit is to be heard. This rule is also applicable to the choice of the Court Representative in cases in which their intervention is required. Once both of these legal professionals have been appointed, they shall have complete freedom in handling the matter under litigation and shall not be subject to the Company's instructions, without prejudice to the provisions of point 2.2 and sections 2.5 and 2.6 of this article.

**The Company shall not accept any responsibility for the actions of the appointed Lawyer or Court Representative or for the outcome of the case in which they act.**

## 2.5. Intervention of professionals other than the Lawyer and Court Representative

When, in accordance with the benefits of the policy, the services of a professional or certified doctor, engineer, notary public, architect or appraiser are required, the Company shall pay all fees and costs for the same **up to a maximum of one thousand euros.**

## 2.6. Judicial interventions

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

## 2.7 Information and traffic offence handling services

For the purposes of this cover, the Insured is deemed to be the main driver of the **insured vehicle** specified in the Particular Conditions of the Policy. In order to access the

telephone services contained in this section the Insured should call the telephone number given to them when they took out their policy.

### 2.7.1. Information services

The Company will provide, at the request of the Insured and also of the Policyholder, Owner or any of the drivers of the insured vehicle, information by telephone about:

- a. Steps required to transfer vehicles and to obtain a driving licence.
- b. What requirements the insured vehicle must comply with in order to pass its motor vehicle inspection (ITV).
- c. Location, address and telephone numbers of ITV centres, driving schools, petrol stations, dealerships and glass repair garages.

In addition, and with reference to the Penalty Points Driving Licence Act, the Insured may ask for information by phone about:

- Doubts and/or queries they have concerning the General Traffic Directorate (DGT), driving, road safety and administrative traffic offence penalisation procedures.
- How to find out how many points they have at any given time.
- Courses for partial recovery of points, recovery of driving licence and additional training.
- Centres which are authorised to teach these courses.
- Steps that need to be taken.

### 2.7.2. Traffic Offence Handling Service

The Company will handle on behalf of the Insured and also on behalf of the Policyholder, Owner or any of the drivers of the insured vehicle, all traffic, motor vehicle driving, road safety and transport offences, including parking and drunk driving, committed with the insured vehicle, guaranteeing to file such petitions and submissions as may be necessary for proper processing in administrative proceedings, provided that the penalties were imposed by Town or City Councils, local Traffic Headquarters and Regional Police Forces:

- a. Identifications
- b. Pleadings
- c. Appeal for reversal
- d. Motion to appeal

In addition, and if you so require, the Company shall arrange for the following submissions to be filed:

- Applications for period division in temporary disqualifications.
- Pleadings on notification of the start of proceedings for total loss of points.

Under no circumstances shall the company be responsible for the ruling finally given by the competent administrative agencies once proceedings have been completed.

## Obligations of the Insured

The Insured must send the Company any notification that they receive from the body imposing the penalty within seven days of receipt, giving verifiable indication of the notification date, so that the Company may lodge and execute, in name and representation of the contracting party, submissions with the pleadings it deems most favourable for the defence of the interests of the Insured against penalties that have been imposed and under the conditions and within the time periods that are legally established. If the Company does not receive the abovementioned notifications from the Insured within the aforementioned period or the notification date is not stated, it reserves the right to file, if it deems this to be appropriate, the relevant defence deposition although under no circumstances may it be held responsible should the same be submitted late and therefore rejected for this reason.

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

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

### 2.7.3. Cost of the compulsory course in the event of loss of driving licence due to penalty points.

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

## With the Legal Defence Pack

- Reimbursement of the Insured for the cost of the partial points recovery course when they have 6 or fewer points left, up to a limit of €200 per year, on submission of proof of payment for the course.
- Arranging for the legal defence of the Insured in administrative proceedings involving penalties for traffic, road safety and transport offences. To that end the Insured may use the Company's nationwide network of lawyers and court representatives or, if they so wish, the Insured may appoint lawyers and court representatives of their own free choice. In both cases the Company will reimburse the insured for court costs and for the fees of the court representative and lawyer up to a total combined maximum of €1,000.

This cover is only applicable to offences where the fine is greater than €300 and which entail withdrawal of the driving licence. Likewise only 1 claim event per year will be covered.

## 2.8. Risks not covered

Not covered for this last point, in addition to that indicated in the general exclusions (page 39) are:

- a) The cost of courses in the following cases:
  - a.1. When the temporary suspension or withdrawal of the driving licence is judicially decreed.
  - a.2. When it is the consequence of wilful misconduct or as a result of road safety offences.
  - a.3. When the insured has fewer than 8 points on their driving licence at the time when the policy cover begins.
  - a.4. When the last offence leading to loss of the driving licence was committed prior to the inception date of the policy cover.
- b) Offences tried in criminal proceedings and ones committed abroad.
- c) Payment by the company of the financial cost of the said penalties.

### 3. ACCIDENTS OF THE DRIVER

Cover is provided for payment of the compensation stipulated in the General and Particular Conditions of the policy for bodily injury sustained by the authorised and legally qualified Driver as a result of a traffic accident in the insured vehicle which causes their death, permanent disability or medical care costs, both when in the vehicle and when getting into or out of it.

#### In the event of taking out the Valuation Pack:

- The sum insured indicated in the Particular Conditions is automatically doubled.
- Cover is extended to bodily injury sustained by the Insured Driver in any vehicle and including as a pedestrian or cyclist.
- A maximum sum of 3,000 euros is covered to meet the costs of adapting the vehicle in the event of Permanent Disability.
- The Medical Care, Pharmaceuticals and Hospital cover stated in section 3.3 is extended to two years.

#### 3.1 Death cover

If as a result of an accident covered by this policy the Insured Driver should die, the Company will pay the beneficiaries the sum set in the Particular Conditions of the policy within 5 days of the date on which they submit documents in proof of death, of their status as beneficiaries and of payment of relevant taxes. If prior to the death of the Insured, any sums should have been paid to the latter for Permanent Disability, the amount of these sums shall be subtracted from the death benefit.

#### 3.2 Total or partial permanent disability cover

In the event of total or partial permanent disability resulting from an accident covered by the policy, the Company shall pay the Insured Driver the percentage of the sum for permanent disability resulting from the application of tables III and VI in the Evaluation System for injury caused to people in traffic accidents and which is an Annex to Royal Legislative Decree 8/2004 dated 29th October which approved the rewritten text of the Motor Vehicles Public Liability and Insurance Act.

3.2.1. Total and permanent disability. Total and permanent disability will be deemed to exist when the Insured Driver reaches (or surpasses) 100% disability. The degrees of disability are determined in accordance with the criteria set out below:

- Loss or loss of use of both upper limbs or of both hands, or of an upper and a lower limb, or of a hand and a foot, or of both lower limbs or of both feet.
- Incurable cognitive deterioration with traumatic aetiology which impedes the performance of any job or is the cause of severe disability requiring constant care from a third person.

- Irreversible complete paralysis.
- Irreversible absolute blindness.

The compensation sum shall be the result of multiplying the sum insured by the disability percentage, and under no circumstances shall it be greater than 100% of the sum insured.

**3.2.2. Partial permanent disability.** In the event of partial permanent disability, the degree of disability arising from irreversible sequelae will be determined in accordance with Tables III and VI in the Evaluation System for injury caused to people in traffic accidents and which is an Annex to Royal Legislative Decree 8/2004 dated 29th October which approved the rewritten text of the Motor Vehicles Public Liability and Insurance Act.

The following supplementary rules shall also be applicable:

- If the Insured Driver presented a degree of disability prior to the accident, the compensation will be set according to the degree of disability determined by the difference between the pre-existing disability and that arising after the accident.
- If the Insured Driver should not accept the Company's proposal in terms of the degree of disability, the parties shall submit themselves to the decision of appraisers in compliance with articles 38 and 39 of the aforementioned Act 50/80.
- If after disability has been set the Insured Driver should die, any payments made by the Company shall be deemed payment in advance of the sum insured for death.

If as a result of the disability the use of an orthopaedic prosthesis should be necessary, the Insured Driver shall receive supplementary compensation to cover the cost of the same up to a maximum sum of 600 euros. This compensation shall be compatible with the supplementary costs referred to in point 3.3.

In any event, the compensation sum shall be the result of multiplying the sum insured by the disability percentage, and under no circumstances shall it be greater than 100% of the sum insured.

### **3.3. Medical care and pharmaceuticals cover**

In the event of an accident covered by this policy, the Company shall pay for all medical care, pharmaceutical and hospital costs that are incurred within one year from the date on which the claim event took place, for health care received in any hospital facility in the country in which the Insured has their habitual place of residence, or in the country in which the accident took place.

Health care costs for the purposes of this cover are deemed to be those arising from medical and hospital care, medical transport required for treatment, the implant of internal prostheses, and the cost of pharmaceuticals and plastic surgery to repair functional alterations: **aesthetic surgery is not covered.**

The following supplementary costs are included up to a maximum of 600 euros provided that they stem from an accident that occurred with the vehicle specified in the Particular Conditions:

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

In the event of direct or indirect exacerbation of the consequences of an accident as a result of a pre-existing illness or one which occurs after and independently of the accident, the Company shall only accept responsibility for the consequences that the accident would probably have had without the exacerbation brought about by such an illness. Such cases shall be submitted to the joint opinion of the Company doctor and the Insured Driver's general practitioner, and should they be unable to reach an agreement, a third doctor shall be appointed, as specified in point 3.2, whose opinion shall be final and not open to appeal.

Once health care payments have been made, the Company may exercise any rights and actions to which the Insured is entitled by reason of the claim event against the people responsible for the same, though this right may not be exercised to the detriment of Insured.

### **3.4. Risks not covered**

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Accidents intentionally caused by the insured driver.
- b) Accidents which are covered by the insurance compensation consortium according to its own regulations.
- c) Injury suffered by anyone driving without the authorisation of the policyholder or of the owner.
- d) Illnesses and their consequences which are not caused by an accident, dizzy spells, fainting or syncope, attacks of apoplexy, epilepsy or epileptiforms of any type, ruptured aneurisms, any bodily injury related to the said conditions, or others, and their manifestations.
- e) Heat stroke, frostbite and other effects of atmospheric temperatures, unless they are the consequence of an accident covered by the insurance.
- f) No compensation of any sort shall be paid for the psychological consequences of the accident.

## 4. TRAVEL ASSISTANCE

All the benefits covered by this article shall be organised by the Company. You must phone the 24-hour helpline number given to you when you took out your insurance in order to take advantage of them.

The Company provides all Insured people with a general information service about the Entity's offices and branches and their business hours and services, events it organises and facilities provided to Insured people, agents and the general public.

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

a) Insured: the natural person, resident in Spain, who is the policyholder; their spouse; their forebears, provided that the latter live in the same home as the Insured; and their descendants, insofar as the latter are physically in their care. If the policyholder is a legal entity the Insured shall be the person stated in the contract as the Driver of the insured vehicle. The rights of the Insured are not altered or prejudiced if they travel separately. In the event of a traffic accident, any other person who is travelling free of charge in the insured vehicle, except for hitchhikers, is also deemed to be an Insured person.

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

- b) Insured vehicle: the automotive vehicle insured by the policy and any caravan or trailer that it may tow up to a MAW of 750 kg.
- c) Normal means of passenger transport: train, with a first class ticket, or aeroplane, with a tourist class ticket.

### 4.1. Vehicle risks

4.1.1. Time scope. Trips of up to a maximum of 60 consecutive days from the start of the trip are covered.

4.1.2. Covered risks.

#### **a) Towing of the vehicle in the event of breakdown or accident**

The Company shall pay for the call out and labour costs of carrying out an in situ repair up to a limit of 450 euros and provided that this can be done in less than 30 minutes, though expenses arising from the cost of parts which it may be necessary to replace are not covered.

If the vehicle cannot be repaired in situ, the Company shall pay for the cost of transporting it to the place specified by the insured up to a limit of 100 Km. If the vehicle is more than 100 Km. from the Insured's home, it will be transported to the dealer or repair garage nearest to where the breakdown took place. This kilometre limit shall not be of effect for vehicles whose MAW is greater than 3,500 Kg., with a limit in all cases of 600 euros for transport to the nearest repair garage that can carry out the repair or for the dispatch of a specialist mechanic to where the event took place, provided that the latter is possible.

## **b) Recovery**

The Company shall pay for the cost of recovery of the vehicle if it overturns or falls down a slope provided that this occurs when it is being driven on normal roadways and up to a limit of 450 euros, except for vehicles whose MAW is greater than 3,500 Kg., in which case the limit shall be 900 euros.

## **c) Repatriation of the vehicle after breakdown or accident**

If the vehicle cannot be repaired within 5 days and the repair will take 8 hours or more (according to the manufacturer's guidelines), the Company will arrange and pay for taking the vehicle to the repair garage designated by the Insured near to the latter's home. The said costs paid by the Company may not in this case be greater than the residual value of the vehicle at the time of repatriation or, in the event of theft, at the time when it is recovered.

The Company will also pay for the repatriation of the trailer or caravan, up to the limit of its residual value, in the event that the towing vehicle is repatriated, residual value being taken to be the saleable value as defined in these Terms and conditions and deducting from the same the cost of repair of the vehicle (according to repair garage estimate). This cover is only valid for vehicles whose MAW is less than 3,500 Kg. and trailers and/or caravans whose MAW is less than 750 Kg.

This cover shall also be applicable if the vehicle is found within a maximum of six months after theft and has faults that mean that it cannot be driven.

## **d) Services to Insured people if the vehicle is immobilised due to breakdown or accident**

### **d.1. Hotels in Spain:**

If the vehicle cannot be repaired during the day and if the forecast time of the repair is greater than 2 hours (according to the manufacturer's guidelines), the Company will arrange for hotel accommodation for the Insured while they are waiting for the repair and will pay for actual costs incurred up to a maximum of 60 euros per night and Insured person, up to a limit of 2 nights.

### **d.2. Hotels abroad:**

If the vehicle cannot be repaired during the day and if the forecast time of the repair is greater than 2 hours, the Company will arrange for hotel accommodation for the Insured while they are waiting for the repair and will pay for actual costs incurred up to a maximum of 60 euros per night and Insured person, up to a limit of 5 nights.

### **d.3. Transport of people:**

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

**e) Services to the Insured in the event of the theft of the vehicle**

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

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

The company shall arrange for the Insured to travel by normal means of transport to collect the vehicle once it has been repaired or when it has been recovered in working order after theft.

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

The Company will send a driver when the insured cannot continue driving due to illness, accident or death and they cannot be replaced by another passenger. Fuel and any other vehicle expenses shall not be paid by the company.

**h) Dispatch of spare parts and abandonment of the vehicle**

The company will send any spare parts required if these are unobtainable in situ from anywhere in Spain providing that the same are available at a dealer for the make of vehicle. The cost of spare parts and any customs duties shall be paid by the insured. The Company shall pay for the costs of the legal abandonment of the vehicle, or those required for the transport of the vehicle to a country where this can be done.

**i) We will replace the wheel by the spare wheel in the event of puncture.**

**j) We will arrange for the delivery of fuel in the event that your vehicle needs towing because it has run out of fuel.** The maximum sum the Company will pay for delivery costs is 100 euros and the cost of the fuel is not covered.

**k) Advance of bail bonds abroad**

As a result of a traffic accident up to 4,800 euros, to be repaid by the insured within a maximum of 3 months or alternatively when the bond is returned to them by the authorities if this occurs before the 3 months have elapsed.

**l) Legal defence costs abroad.**

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

**m) Custody expenses for the vehicle in the event of breakdown**

In the event that the vehicle incurs custody expenses prior to its return or repatriation, the Company shall pay for the same up to a limit of 150 euros.

Not covered, in addition to that indicated in the general exclusions (page 39), are breakdowns which are the result of significant neglect of maintenance of the vehicle.

## 4.2. Risks for people (with or without vehicle)

4.2.1. Time scope. Trips of up to a maximum of 60 consecutive days from the start of the trip are covered.

### 4.2.2. Covered risks.

#### **a) Repatriation or medical transport of injured or sick people to Spain.**

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

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

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

#### **c) Early return**

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

#### **d) Travel of a family companion to be with the Insured person who is in hospital**

If the insured should be hospitalised for more than ten days, the Company will pay for a companion to travel from anywhere in Spain using normal means of transport to the hospital where the insured is. If this should be abroad, it will pay for the costs of the stay of the companion, against the presentation of documents in proof, up to 60 euros a day and up to a maximum of 600 euros.

#### **e) Transport or repatriation of an Insured person who has died.**

In the event of the death of the Insured, from the place where death occurred to the place of burial in Spain, up to a maximum of 3,000 euros/Insured. We shall also cover the return to their home in Spain of the other Insured people up to a maximum of 600 euros/Insured. Also covered are post-mortem treatment and preparation expenses (such as the mandatory embalming and coffin for transport), in compliance with legal requirements and up to a limit of 3,000 euros. Under no circumstances will the cost of the normal coffin and burial and funeral service expenses be met by the Company.

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

The company shall pay, save in the case of pre-existing illnesses, for medical expenses incurred outside Spain up to a limit of 6,000 euros and dental expenses up to 300 euros. The Insured undertakes to take such steps as may be necessary to recover expenses from other entities which also cover the said expenses and to repay any sums advanced to them by the Company.

**g) Immobilisation in a hotel.**

With the agreement of the company's medical team and up to a maximum of 60 euros per day and up to 600 euros.

**h) Emotional support service by telephone**

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

**i) Help with delayed luggage**

If the airline company should lose luggage and it is not recovered within the 24 hours following the arrival of the flight, the Company shall give the Insured the sum of 120 euros. The foregoing is subject to the Insured still being away from their home once the said 24 hours have elapsed.

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

The Company shall arrange and pay for the cost (up to €120) of sending items left behind during the trip or those deemed to be of primary need and which were left behind in the home of the Insured at the start of the trip.

**k) Provision of an interpreter in the event of accident or illness abroad up to a maximum limit of €300 per claim.**

**l) Sending of urgent messages**

At the request of the Insured the Company shall arrange for the sending of any urgent messages required by claim events covered by the policy to their relatives living in Spain.

**In the event of taking out the Assistance Pack:**

- All the covers specified in the travel assistance cover (in the above sections) and whose sums are given in euros will be automatically doubled.
- The company will provide you with a replacement vehicle (C-category compact car) in the event of an accident, when the repair will take longer than 15 hours according to the company's guidelines and appraisal, and in the event of theft on presentation of the report made to the police. This cover is only valid when the insured vehicle is a car for private use. The maximum period of cover is 14 days. Once the vehicle has been repaired and handed over, the replacement vehicle must be returned to the company within 24 hours. This cover shall only be applicable when any of the drivers of the vehicle is aged over 21.

### 4.3. Risks not covered

Not covered, in addition to that indicated in the general exclusions (page 39), are:

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

## 5. GLASS

The Company covers the replacement or repair and installation costs of the glass of the insured vehicle in the event that they are broken and at their market price including any of their accessories. Glass exclusively means the windscreen, rear window, side windows, tinted glass and sliding or sun roofs.

Not covered, in addition to that indicated in the general exclusions (page 39), are:

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

## 6. THEFT OF THE VEHICLE

The Company covers compensation for damage to the insured vehicle provided that it is caused by the unlawful taking away of the same by third parties. The sum insured is the value as new of the vehicle plus musical and non-musical accessories which are not standard and which are expressly declared in the Particular Conditions of the policy.

The company will appraise repairs according to the cost of materials, parts or paint, the cost of labour for repair or replacement and Value Added Tax provided that the Insured is not able to claim the latter back.

Covers and claims adjustment criteria are as follows:

### a) Theft of the entire vehicle.

- In the case of cars for private use or vans whose MAW is less than 3,500 Kg. and are also for private use, compensation of 100% of the value as new if the vehicle was first registered within the previous two years. From then on compensation will be given at saleable value (a percentage of value as new as set out in the table below).

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

- For all other vehicles, compensation at 100% of their saleable value (a percentage of value as new as set out in the table below), regardless of how old they may be.

Years	0	1	2	3	4	5	6	7	8	9 or more
%	87.2	74.5	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

### In the event of taking out the Valuation Pack:

- Compensation at 100% of value as new is extended to the first three years following the first registration of the vehicle. From the fourth year to the tenth year, the Company will continue to assign a higher value to the vehicle and will provide compensation based on value as new using the percentages set out in the table:

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	100	58.6	51.3	44.9	39.3	34.4	30.1	26.3

- In cases of theft of luggage and garments for personal use, and provided that they are stolen from the interior of the vehicle during a trip outside the town of habitual residence, the Company shall compensate the Insured up to a maximum of €300.

### b) Theft of parts which are fixed and essential parts of the vehicle and built into its basic model and which are not deemed to be accessories, unless they are expressly insured.

Compensation will be provided at 100% of their value as new.

### c) Damage which is sustained by the insured vehicle during the time when as a result of theft it is in the possession of third parties, as well as that caused by attempted theft.

Compensation will be provided for 100% of the cost of repairing the said damage, unless the claim event is classified as total loss, in which case the claims adjustment criteria set out in article 8.2 will be applicable.

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

## 6.1. Effect of the recovery of the stolen vehicle

6.1.1. If the stolen vehicle is recovered within 30 days, the Insured is obliged to accept its return.

6.1.2. If the vehicle is recovered after 30 days, the vehicle shall become the property of the Company. The Insured undertakes to sign such documents as may be necessary for the transfer of ownership to the Company or to the third party designated by the Company, unless they wish to recover their vehicle. In this case they shall have to pay back any compensation that they have received and the Company shall be obliged to return the vehicle to the Insured, provided that the Insured states their agreement within 15 days of the offer being made.

## 6.2. Risks not covered

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Accessories of the vehicle, unless they have been expressly declared in the particular conditions.
- b) The theft of trailers and/or caravans that may be towed by the insured vehicle.
- c) Theft brought about by the gross negligence of the insured, the policyholder or of people who depend on or live with them.
- d) Theft committed by relatives of the insured or of the policyholder up to the third degree of consanguinity or affinity, or by the dependants or salaried employees of any of them, or when the same have acted as accomplices or accessories after the fact.

## 6.3. Termination of the contract

In the event of the unlawful taking away of the insured vehicle, and given that this entails the disappearance of the object insured by the contract, the contract shall be deemed to be terminated.

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

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

## 7. FIRE IN THE INSURED VEHICLE

Expressly included in the fire cover is:

Damage sustained by the insured vehicle as a consequence of fire or explosion, whatever its cause may be, including that which affects the electrical installation and appliances and accessories as a result of a short-circuit and combustion of the same, even when fire does not occur, provided that this damage is caused by the effects of electricity.

In any of the cases indicated above, the Company shall pay for the essential costs of transporting the damaged vehicle to the nearest repair garage.

### 7.1. Criteria for claims adjustment

The Company will appraise repairs according to the cost of materials, parts or paint, the cost of labour for repair or replacement, **and Value Added Tax provided that the Insured is not able to claim the latter back.**

Compensation under these headings may not exceed the saleable value of the vehicle, save in the case that the claim is assessed as one of "total loss", in which case the appraisal criteria shall be:

- a) In the case of cars for private use or vans whose MAW is less than 3,500 Kg. and are also for private use, compensation of 100% of the value as new if the vehicle was first registered within the previous two years. In all other cases compensation will be provided at 100% of its saleable value (a percentage of value as new as set out in the table below).

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

- b) For all other vehicles, compensation at 100% of their saleable value (a percentage of value as new as set out in the table below), regardless of how old they may be.

Years	0	1	2	3	4	5	6	7	8	9 or more
%	87.2	74.5	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

In the event of taking out the Valuation Pack, compensation at 100% of value as new is extended to the first three years following the first registration of the vehicle. From the fourth year to the tenth year, the Company will continue to assign a higher value to the vehicle and will provide compensation based on value as new using the percentages set out in the table:

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	100	58.6	51.3	44.9	39.3	34.4	30.1	26.3

The value of the remains of the vehicle, which shall remain the property of the Insured, shall be subtracted from the amount of compensation provided as the result of total loss.

In the event of a change in the value as new of the vehicle, the sum insured shall be automatically altered to take this change into account and the Company shall be obliged to adjust the premiums on the next due date.

In compliance with the above criteria, compensation will be reduced proportionately in the case of vehicles purchased at below the market price.

## **7.2. Enforceability of the bill**

The parties may agree to the replacement of the payment of compensation by the repair or replacement of the damaged vehicle. When payment of compensation is agreed, the Insured must as a prior requirement submit the bills for repair of the damage. The Company reserves the right to check the repair of the vehicle.

## **7.3. Abandonment**

The Insured may not abandon the damaged property in the name of the Company.

## **7.4. Risks not covered**

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Damage sustained by tyres (tyres and inner tubes) save in the event of total loss of the insured vehicle.
- b) The depreciation of the vehicle subsequent to repair after a claim event.
- c) Damage sustained by accessories of the insured vehicle, unless they have been expressly declared in the particular conditions.
- d) Damage that occurs when the insured vehicle is being driven in places which are not roadways that are suitable for it, unless otherwise agreed in the particular conditions.
- e) Damage sustained by trailers and/or caravans that may be towed by the insured vehicle.

## 8. OWN DAMAGE TO THE VEHICLE

The Company will cover damage sustained by the insured vehicle as a consequence of an accident produced by an external, violent and instantaneous cause that is not intentional on the part of the insured, whether the vehicle is being driven or is parked or being transported.

Expressly included is damage due to:

- a) Overturning or falling of the vehicle or collision of the same with other vehicles or with any other object whether moving or stationary.
- b) Land subsidence or the collapse of bridges or roads.
- c) Offences or malicious acts committed by third parties, provided that the Insured has taken all possible steps to prevent such acts and that they are not socio-political in nature.
- d) Accidents produced by defects in materials, manufacturing defects or poor maintenance, it being deemed in such cases that the Company's covers shall be restricted to the repair of the damage caused by the accident and shall not include repair of the defective or poorly maintained parts.
- e) Direct material damage sustained by the insured vehicle as a result of the events indicated in section 9 "Extension of covers" when the same are not covered by the Insurance Compensation Consortium. This damage shall only be covered if the insured vehicle is a car or van.

In any of the cases indicated above, the Company shall pay for the essential costs of transporting the damaged vehicle to the nearest repair garage.

Also covered is payment of the cost of cleaning the inside of the vehicle when this is required due to having transported people injured in an accident free of charge, on submission of relevant receipts and up to a limit of 300 euros.

### 8.1. Cover options

At the request of the Insured the cover may be restricted to:

8.1.1. Total loss of the vehicle.

8.1.2. Taking out an excess on total damage which would then be deducted from the sum stated in the Particular Conditions of the policy, and which the Insured will pay directly for each claim event suffered by the vehicle.

When no claims in which the insured is the responsible party are made during an annual policy period under the own damage cover, the excess shall be reduced by 10% per year until it reaches a minimum excess of €180.

The excess shall not be applicable in the case of the Fire, Extension of Covers and Glass covers.

## 8.2. Criteria for claims adjustment

The Company will appraise repairs according to the cost of materials, parts or paint, the cost of labour for repair or replacement, and Value Added Tax provided that the Insured is not able to claim the latter back.

Compensation under these headings may not exceed the saleable value of the vehicle, save in the case that the claim is assessed as one of "total loss", in which case the appraisal criteria shall be:

- a) In the case of cars for private use or vans whose MAW is less than 3,500 Kg. and are also for private use, compensation of 100% of the value as new if the vehicle was first registered within the previous two years. In all other cases compensation will be provided at 100% of its saleable value (a percentage of value as new as set out in the table below).

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

- b) For all other vehicles, compensation at 100% of their saleable value (a percentage of value as new as set out in the table below), regardless of how old they may be.

Years	0	1	2	3	4	5	6	7	8	9 or more
%	87.2	74.5	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

In the event of taking out the Valuation Pack compensation at 100% of value as new is extended to the first three years following the first registration of the vehicle. From the fourth year to the tenth year, the Company will continue to assign a higher value to the vehicle and will provide compensation based on value as new using the percentages set out in the table:

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	100	58.6	51.3	44.9	39.3	34.4	30.1	26.3

The value of the remains of the vehicle, which shall remain the property of the Insured, shall be subtracted from the amount of compensation provided as the result of total loss.

In the event of a change in the value as new of the vehicle, the sum insured shall be automatically altered to take this change into account and the Company shall be obliged to adjust the premiums on the next due date.

In compliance with the above criteria, compensation will be reduced proportionately in the case of vehicles purchased at below the market price.

### **8.3. Enforceability of the bill**

The parties may agree to the replacement of the payment of compensation by the repair or replacement of the damaged vehicle. When payment of compensation is agreed, the Insured must as a prior requirement submit the bills for repair of the damage. The Company reserves the right to check the repair of the vehicle.

### **8.4. Emergency repairs**

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

### **8.5. Abandonment**

The Insured may not abandon the damaged property in the name of the Company.

### **8.6. Risks not covered**

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Damage caused to the insured vehicle when it is being transported by sea or by air. This exclusion will be of no effect if the vehicle is a car for private use.
- b) Damage caused to the insured vehicle by objects transported in it or resulting from the loading or unloading of the said objects.
- c) Damage caused by seismic phenomena.
- d) Damage caused by freezing of the water in the radiator.
- e) Damage sustained by tyres (tyres and inner tubes) save in the event of total loss of the insured vehicle.
- f) The depreciation of the vehicle subsequent to repair after a claim event.
- g) Damage sustained by accessories of the insured vehicle, unless they have been expressly declared in the particular conditions.
- h) Damage that occurs when the insured vehicle is being driven in places which are not roadways that are suitable for it, unless otherwise agreed in the particular conditions.
- i) Damage sustained by trailers and/or caravans that may be towed by the insured vehicle.
- j) Damage arising from the use of the vehicle after the claim event has occurred when this use is the cause of the subsequent damage, in which case compensation shall be restricted to the direct damage caused by the claim event.

## 9. BENEFIT FOR TEMPORARY WITHDRAWAL OR LOSS OF DRIVING LICENSE UNDER THE PENALTY POINTS SYSTEM

For the purposes of this cover the Insured is deemed to be the main driver of the insured vehicle specified in the Particular Conditions of the policy.

Under this cover the Company shall pay a monthly benefit to the Insured for the amount and within the limits stated in the Particular Conditions for a maximum of 3 months in the event of temporary withdrawal and for a maximum of 6 months in the event of loss of their driving licence under the penalty points system. The said temporary withdrawal or loss must be ordered by government decision and exclusively as a result of the recklessness, fault or negligence of the Insured.

The amount of the covered monthly benefit may not exceed eighty per cent of the average monthly income and the Insured must provide proof of the same in order to receive the benefit.

Not covered, in addition to that indicated in the general exclusions (page 39), is payment of benefits for withdrawal or loss of driving licence in the following cases:

- a) When it is decreed by a court.
- b) When it is the consequence of wilful misconduct or road safety offences.
- c) When the insured has fewer than 8 points on their driving licence at the time when the policy cover begins
- d) When the last offence leading to loss of the driving licence was committed prior to the inception date of the cover of the policy.
- f) When the offence which gives rise to temporary withdrawal of the driving licence was not committed during the cover period of the policy.

## 10. EXTENSION OF COVERS

The Company shall cover direct material damage sustained by the insured vehicle as a result of:

- a) Hailstones or snow.
- b) Flooding on the occasion of or as the consequence of the overflowing or deviation in the normal course of lakes with no natural outlet, canals, irrigation channels and other man-made surface watercourses, sewer systems, sewers and other underground conduits on their overflowing, bursting, breakage or breakdown.
- c) The falling of spacecraft, aircraft or objects which fall from the same.
- d) Sonic booms produced by spacecraft or aircraft.

Provided that the accidents listed above are not caused by events or phenomena which are part of risks covered by the Insurance Compensation Consortium.

The Company will appraise repairs according to the cost of materials, parts or paint, the cost of labour for repair or replacement, and Value Added Tax provided that the Insured is not able to claim the latter back.

Compensation under these headings may not exceed the saleable value of the vehicle, save in the case that the claim is assessed as one of "total loss" or "total write-off", in which case the appraisal criteria shall be:

- a) In the case of cars for private use or vans whose MAW is less than 3,500 Kg. and are also for private use, compensation of 100% of the value as new if the vehicle was first registered within the previous two years. From then on compensation will be given at saleable value (a percentage of value as new as set out in the table below).

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

- b) For all other vehicles, compensation at 100% of their saleable value (a percentage of value as new as set out in the table below), regardless of how old they may be.

Years	0	1	2	3	4	5	6	7	8	9 or more
%	87.2	74.5	61.7	53.9	46.8	38.4	34.2	31.6	20.3	9.51

In the event of taking out the Valuation Pack, compensation at 100% of value as new is extended to the first three years following the first registration of the vehicle. From the fourth year to the tenth year, the Company will continue to assign a higher value to the vehicle and will provide compensation based on value as new using the percentages set out in the table:

Years	0	1	2	3	4	5	6	7	8	9 or more
%	100	100	100	58.6	51.3	44.9	39.3	34.4	30.1	26.3

The value of the remains of the vehicle, which shall remain the property of the Insured, shall be subtracted from the amount of compensation provided as the result of total loss.

In the event of a change in the value as new of the vehicle, the sum insured shall be automatically altered to take this change into account and the Company shall be obliged to adjust the premiums on the next due date.

In compliance with the above criteria, compensation will be reduced proportionately in the case of vehicles purchased at below the market price.

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Damage caused to the vehicle by dripping, leaks, rusting or damp, whatever the cause may be, and that produced by snow or water which enters via doors, windows and other openings which have not been closed or not closed properly.
- b) Damage caused by freezing of the water in the radiator.

## 11. PUBLIC LIABILITY FOR LOAD

The Company assumes the obligation to compensate third parties up to the limits stated in the Particular Conditions for damages when the Insured incurs public liability as a direct result of damage caused by transported goods, including loading and unloading operations, except in the case of toxic, flammable, explosive or corrosive materials.

Benefits provided by the Company in the event of a claim event:

- a) The posting of bonds for public and criminal liability, except for fines, required of the Insured.
- b) Legal defence against the claim filed by the alleged plaintiff (injured party) with payment of the duly verified fees of the lawyers and court representatives appointed by the Company.

As this legal defence comes under the provisions of article 74 of the Insurance Contract Act 50/80, solely in the event of a conflict of interest, which the Company will immediately notify the Insured of, may the latter appoint on their own behalf the people who are to handle their legal defence, the only case in which the Company will pay for the duly verified fees and expenses of legal professionals other than those appointed by the Company.

Under no circumstances will the benefits provided by the Company under the various headings exceed the sum insured that is stated in the Particular Conditions.

Not covered, in addition to that indicated in the general exclusions (page 39), are:

- a) Any damage that may be caused by the transported or handled load to the transporting vehicles and/or equipment used.
- b) Any damage that may be caused by the load covered by the policy after delivery, once the product is no longer in the possession or under the control of the insured.
- c) Claims for stoppage of road, air, sea or rail traffic.

# V. General Exclusions

## 1. RISKS NOT COVERED UNLESS OTHERWISE AGREED

- a) Those occurring during the participation of the insured vehicle in races or competitions or in practice sessions for the same.
- b) Those occurring while the insured vehicle is inside a seaport or airport facility, in the case of vehicles which are habitually driven in such facilities.

## 2. RISKS NOT COVERED UNDER ANY CIRCUMSTANCES

- a) Those caused intentionally, with the vehicle or to the vehicle, by the insured, unless the damage has been caused as a result of necessity or to avoid a greater evil.
- b) Extraordinary risks covered by the Insurance Compensation Consortium.
- c) Those occurring when the driver is intoxicated. Intoxication shall be deemed to exist when this is determined under the legal regulations prevailing on the date of the occurrence of the claim event, or if in the ruling given against the driver intoxication is cited as a determining and/or concurrent factor in the accident. This exclusion shall not affect the owner of the vehicle when the driver is one of their salaried employees and is not an alcoholic or habitual drug user.
- d) Those which occur while the driver is under the influence of drugs, toxics or narcotics, psychotropic substances, stimulants or analogous substances which alter the physical or mental state required for safe driving. Blood and breath alcohol levels may not exceed prevailing legal limits. This exclusion shall not affect the owner of the vehicle when the driver is one of their salaried employees and is not an alcoholic or habitual drug user.
- e) Those which occur when the insured vehicle is being driven by a person who is unauthorised, does not have the appropriate driving licence or is driving after the same has been cancelled or withdrawn by the authorities, except for the rights of the insured derived from the theft cover when this is included in the policy. Nevertheless, in the case of driving school vehicles, the insurance shall also be valid when they are being driven by students who are accompanied by a legally authorised instructor or under the guidance and supervision of the same.
- f) When the driver of the insured vehicle that causes the accident is convicted of the offence of "failure to render aid". This exclusion shall not affect the owner of the vehicle when the driver is one of their salaried employees, without prejudice to the right of recovery of the company against the said driver.
- g) Those occurring as a result of the theft or improper use of the vehicle, without prejudice to the provisions of the theft cover.

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

Under all circumstances the company shall be exempt from payment of compensation and of any other form of benefit if the claim event has been caused by the bad faith of the insured or of the driver authorised by them, and also if in the claim statement there has been wilful falsehood or simulation, without prejudice to other liabilities that may otherwise arise.

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