

REALE EXPATRIATE AUTO: OPTION: GLOBAL

General terms and conditions



General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

CONTENTS

- Preliminary clause
- Object of insurance
- Useful definitions of the policy
- Specific definitions of the car insurance
- Geographical scope of the guarantees
- What guarantees I have taken out
- General exclusions of voluntary guarantees
- Compensation Clause by the Insurance Compensation Consortium
- Finalisation, effect, length and cancellation of insurance contract.
- Bases of the contract
- The insurance premium
- What to do in the event of a loss
- Compensation
- Common Files
- Resolving complaints and claims
- Member state and control authority

This copy is an accurate translation of the Spanish agreement. In the event of disagreement in the interpretation of any clauses hereunder, the original Spanish version shall prevail. The Insured may request a copy of the original.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

PRELIMINARY CLAUSE

La presente póliza está sometida a la Ley 50/80 de Contrato de Seguro, al Real Decreto Legislativo 6/2004 por el que se aprueba el texto refundido de la Ley de Ordenación y Supervisión de los Seguros Privado y a su reglamento de desarrollo, al Real Decreto Legislativo 8/2004, por el que se aprueba el texto refundido de la Ley de Responsabilidad Civil y Seguro en la Circulación de Vehículos a Motor y a su reglamento de desarrollo, ambos en la nueva redacción dada por la Ley 21/2007, así como a cualquier modificación y adaptación que dicha normativa pueda sufrir.

OBJECT OF INSURANCE

With regard to the RISKS DERIVED FROM OPERATION OF THE INSURED VEHICLE, REALE assumes the compulsory liability guarantee of the driver of the insured vehicle and all voluntary guarantees taken out and indicated in this policy up to the limits indicated in each.

USEFUL DEFINITIONS OF THE POLICY

The definitions set out as follows will be highlighted in capitals in the explanation of cover.

The INSURED is the holder of the insured interest without prejudice to that stated in each guarantee.

CAPITAL OR SUM INSURED is the amount established for each one of the guarantees and that represents the upper limit of the indemnity payable by REALE in the event of a claim.

THE INSURANCE COMPENSATION CONSORTIUM

It is a Public Undertaking attached to the Ministry of the Economy and Finance, whose functions include that of guaranteeing:

- Extraordinary Risks: It awards compensation to injured parties in the event of risks not covered by insurance companies that relate to natural phenomena and social or political acts.

- Compulsory Car insurance: It undertakes the Compulsory Cover of vehicles not accepted by insurance companies and ones stolen or without insurance.

EXCESS is the expressly agreed sum that will be deducted from the corresponding compensation in each loss and that the Insured will be responsible for meeting.

UNDER-INSURANCE occurs when the insured item has been valued below its real value. OVER-INSURANCE would be the opposite case.

POLICY is the set of documents that contain the conditions of the insurance contract: general, specific, special and supplements that bring together the amendments agreed during the lifetime of the insurance.

PREMIUM is the price of the insurance, which includes the surcharges and legally passed on taxes.

Insurance POLICY HOLDER is the person who, together with REALE, signs this contract and undertakes the obligations derived from it, except those that correspond to the INSURED.

SPECIFIC DEFINITIONS OF THE CAR INSURANCE

ACCESORIOS del vehículo, son aquellos elementos de mejora, ornato y comodidad no comprendidos entre los elementos de serie del vehículo. Dentro de los anteriores se definen como '**Accesorios fijos no de serie homologados**' aquellos elementos o equipamientos de mejora fijos, no extraíbles, instalados de fábrica con sobrecoste para el comprador, o aquellos que forman parte de regalo u oferta promocional por parte del fabricante o del concesionario.

ACCIDENTE DE CIRCULACIÓN es todo hecho fortuito, externo, violento, súbito e independiente de la voluntad del Asegurado, que se produzca por un hecho de la circulación y también en la entrada y salida del vehículo asegurado.

ACTOS VANDÁLICOS son aquéllos realizados malintencionadamente con ánimo de destrucción y resultado de daños en las cosas.

APROPIACIÓN INDEBIDA es el apoderamiento de cosa mueble ajena que se haya recibido por cualquier título que produzca la obligación de entregarlo o devolverlo.

DRIVER is any person who, legally enabled to do so and with the authorisation of the Policyholder and/or Owner, is driving the vehicle or has it under their safekeeping or responsibility at the time of the loss. **THE USUAL DRIVER** is the person named in the policy.

PERSONAL DAMAGE is the corporal injury or death caused to individuals.

MATERIAL DAMAGE is the loss or deterioration of objects or animals.

LARCENY is the illegal taking of a moveable item, external in full or in part, carried out without force on things, or violence or intimidation on persons.

OWNER is the individual or organisation that is the holder of the insured vehicle.

PROPORTIONAL RULE is the reduction of the compensation according to the insured sum and the real value if under-insurance is established after the occurrence of a covered loss.

INSURANCE AT FIRST RISK is a type whereby the insurer waives the application of the Proportional Rule, and undertakes to pay, in the event of a loss, the total amount of the damages suffered as far as the extent of the insured capital.

ROBBERY is the taking of others moveable items with violence or intimidation towards persons or using force on goods.

WRITE-OFF is the situation that takes place when, as the consequence of a loss, the amount of the repair of the vehicle exceeds 75% of the guaranteed value at the time of its occurrence.

AS-NEW VALUE is the total public retail price in a new state of the insured vehicle, including surcharges and legal taxes that make it suitable to drive on the public highway, in accordance with the catalogues of the retail houses or manufacturers. Only those accessories that are included as standard on the vehicle will be included in this price. When the vehicle is no longer manufactured or is not in the above catalogues, the value of a vehicle of similar characteristics will be applied as the as-new value.

VENAL VALUE is the sale value of the assured vehicle immediately before the loss, determined in accordance with what is established in the EURO TAX table or similar sources applicable at the time. When the value of the vehicle cannot be identified, the venal value will be established in line with the price of an identical vehicle or one of similar characteristics and age on the second-hand vehicle market.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

INSURED VEHICLE is the vehicle, with its standard elements, optional elements and/or trailer as the case may be, named in the policy.

USUAL DRIVING AREA is that of the residence of the usual driver named in the policy.

GEOGRAPHICAL SCOPE OF THE GUARANTEES

For the guarantees of Defence in Administrative Traffic Offences, Cleaning and Refurbishment Costs, Damage or Theft of Luggage, Travel Assistance, Licence Revocation, Points Recovery Courses and Adaptation of Dwelling and vehicle due to Permanent Incapacity, the provisions set down therein will apply.

For the remaining guarantees:

- Spain.

- **Member countries of the Multilateral Guarantee Agreement** (Germany, Andorra, Austria, Belgium, Czech Republic, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, France, Finland, Great Britain and Northern Ireland, Ireland, Greece, Holland, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Sweden and Switzerland).

- **Member countries of the Standard Inter-Bureaux Agreement**, for which the international insurance certificate "Green Card" is required. A list of these countries is NOT include because they may vary. The latest information on this matter is available at any of our offices or at the OFICINA ESPAÑOLA DE ASEGURADORES DE AUTOMOVILES (OFESAUTO, C/ Sagasta, 18, 28004 Madrid. www.ofesauto.es).

COMPULSORY CIVIL LIABILITY INSURANCE

What is covered?

- Payment of compensation by the INSURED PARTY for PERSONAL or MATERIAL damages to a third party caused by the insured vehicle, as long as the INSURED PARTY is liable.

The DRIVER OF THE INSURED VEHICLE is INSURED

What is NOT covered?

Excluded from this guarantee are the risks which are legally determined at the time, and in particular the following:

- PERSONAL DAMAGES

a) Damages caused by the injuries or death of the DRIVER of the VEHICLE that caused the accident.

b) Injuries caused to persons when it is proved that they were solely due to the behaviour or negligence of the injured party or force majeure outside the driving or malfunctioning of the vehicle.

- PROPERTY DAMAGE AND PERSONAL INJURY caused if the insured vehicle were the object of a theft. For these purposes theft means the behaviour classified as such in the Penal Code. The above is without prejudice to the compensation that may be payable by the INSURANCE COMPENSATION CONSORTIUM.

- PROPERTY DAMAGE to the INSURED VEHICLE, to the items transported within the latter or to the belongings of the POLICYHOLDER, INSURED, OWNER or DRIVER, as well as the spouse or relatives of the above up to the third degree.

Insured Capital

Those legally established at each moment.

GENERAL EXCLUSIONS OF VOLUNTARY GUARANTEES

What is NOT covered?

General Exclusions

The following DAMAGES caused are excluded

1. BY THE POLICYHOLDER, INSURED OR DRIVER

- Intentionally with the VEHICLE, unless the damage was caused in the state of need.

- When the INSURED VEHICLE takes part in bets or challenges, in races or competitions, or in the preparatory trials for them.

- Cuando el VEHÍCULO ASEGURADO circule en el interior de un recinto aeroportuario. Así mismo, quedarán excluidos los daños causados por el VEHÍCULO ASEGURADO cuando circule por las zonas de acceso restringido de los puertos marítimos.

- Those caused by motor vehicles carrying out industrial or agricultural work. When accidents are not a direct consequence of the circulation of these vehicles.

- Those occurring in the event of failure to comply with the regulatory provisions on the requirements and number of passengers carried, the weight or dimensions of things or animals that could be carried or the form of packaging thereof, provided that said breach is main cause of the occurrence of the accident.

2. DUE TO FACTS OUTSIDE THE CONTROL OF THE INSURED

- Those due to flooding, earthquake, volcanic eruption, atypical cyclonic storm, falling space bodies and meteorites, terrorism, rebellion, civil unrest, acts or actions of the Armed Forces or Security Forces in peacetime, acts of civil or international war, due to riotous actions in meetings, demonstrations or strikes and events declared by the Government to be a national catastrophe or disaster.

- Losses, damages, liabilities, or costs, directly indirectly caused by or related to:

• ionising radiation or radioactive contamination from any nuclear fuel or waste or the combustion of any nuclear fuel.

• Radioactive, toxic, explosive or other dangerous or contaminating properties of any nuclear installation and/or reactor, or nuclear store or any nuclear

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

component of them

- Any weapon of war that uses atomic or nuclear fission and/or fusion or other similar reaction or force or radioactive matter.

3. BUY A THIRD PARTY:

- When the INSURED VEHICLE is driven by a person without the proper permit or licence, or who has violated a court order to revoke or annul the same, with the exception of the rights arising for the INSURED from the coverage of THEFT where included under the POLICY.

- Property damage and personal injury caused by theft of the VEHICLE, considered exclusively as the behaviour classified as such in the Penal Code, without prejudice to the compensation that may be payable by the INSURANCE COMPENSATION CONSORTIUM. If the VEHICLE is covered by the guarantee of THEFT, the provisions set down therein will apply.

4. BY THE INSURED DRIVER:

- When as the cause of the accident, the DRIVER is found guilty of the crime of failure to provide assistance. This exclusion will not affect the owner of the VEHICLE if the driver is an employee of the latter, without prejudice to the right of recovery of the INSURER against said DRIVER.

- Damages that occur when in a state of drunkenness or under the influence of drugs, toxic or narcotic substances. This drunkenness is considered when the alcohol limit is higher than the limit established by legal provisions

This exclusion will not apply when these three conditions jointly occur:

- They are salaried by the OWNER of the vehicle;
- They are not a habitual alcoholic or drug addict;
- That the INSURED is declared subsidiary civilly liable due to total or partial insolvency.

In the DAMAGES TO OWN VEHICLE guarantee, for this exclusion not to apply, the occurrence of the first two conditions will suffice. In any event, REALE will have the right of action of recovery against the DRIVER.

In any event, REALE will be released from the payment of the compensation and of any other provision should the loss have been caused by bad faith of the INSURED, POLICYHOLDER OR DRIVER authorised by them, and if in the declaration of loss, intentional falsehood or simulation has occurred, without prejudice to the liabilities of another nature that arise, as the case may be.

CIVIL LIABILITY OF VOLUNTARY SUBSCRIPTION

What is covered?

The DRIVER and OWNER OF THE insured VEHICLE are INSURED.

Of a General Character:

- Payment of compensation by the INSURED PARTY for PERSONAL OR MATERIAL DAMAGES to third parties caused by the insured vehicle, as long as the INSURED PARTY IS liable.

This cover complements the cover for Obligatory Civil Liability up to the limit specified in the insured sums.

- Imposition of legal bail that exceeds the obligatory insurance limit.

Of a Particular Character

- Damage caused as a result of the loading/unloading and carriage of luggage and goods on the vehicle roof rack.

- Damages caused by passenger negligence

- Damages caused by towing

- By the insured vehicle on the circumstantial or gratuitous towing of another broken down or damaged vehicle
- Of the vehicle insured by a third party when that third party does not assume damages.
- Of caravans and trailers not needing their own registration.

- Damages to the INSURED vehicle caused by a third party who has been declared guilty and who declares himself insolvent

- Daños causados por el VEHÍCULO ASEGURADO estando en reposo, fuera de la circulación, siempre y cuando quede acreditado que el origen y causa del daño es imputable exclusivamente al VEHÍCULO ASEGURADO

- Personal harm caused to the spouse or partner and first degree blood ascendants or descendants of the OWNER, DRIVER and INSURANCE TAKER, and any other relatives who depend on them and are in the vehicle.

Insured Capital

- Excess civil liability obligatory coverage including the payment of bail, with a limit of:

50 million €

- En caso de daños causados por el VEHÍCULO ASEGURADO estando en reposo, fuera de la circulación, siempre y cuando quede acreditado que el origen y causa del daño es imputable exclusivamente al VEHÍCULO ASEGURADO:

hasta 180.000 € por siniestro.

- If insolvent third parties are responsible for damages to the vehicle,

18,000 €

What is NOT covered?

Besides the general exclusions of the voluntary and compulsory guarantees, the following are excluded:

- The responsibility for damage caused to items transported in the vehicle itself or held by the OWNER, the DRIVER, the insurance taker and any people to which they have to respond.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

responsibility for damages caused by objects transported outside the vehicle excluding the roof rack, in compliance with Traffic Code norms.

- Los daños producidos a terceras personas por la carga, descarga y transporte de bienes, aun cuando tengan su origen en un accidente de circulación, excepto lo previsto en la garantía de Responsabilidad Civil de la Carga
- Liability deriving from damage or injuries caused to the occupants when it is a vehicle not authorised for the transport of persons, except if the transport is due to the duty of assistance or in status of necessity.
- DAMAGES to towed vehicles caused by the insured vehicle.
- All BODY OR MATERIAL HARM caused to the INSURANCE TAKER, the ASSURED, the owner or the DRIVER.
- REALE shall not cover payments or obligations to shareholders if the owner of the vehicle or insurance policyholder is a corporate body
- All obligations with respect to employees of the OWNER, the driver or the INSURANCE TAKER, when the TRAFFIC ACCIDENT is also a work accident.
- contractual civil liability.
- professional cycling.

LEGAL PROTECTION: DEFENCE AND CLAIM

What is covered?

- Legal defence provided by Lawyers and Solicitors appointed by REALE in penal proceedings against the insured party in the event of a TRAFFIC ACCIDENT involving the insured vehicle, resulting from imprudence, incompetence or negligence.
 - Notwithstanding the above, the INSURED may freely appoint Lawyers and Solicitors to represent him/her in a proceeding, in cases where the participation of the latter is required to correctly defend the interests of the aforementioned party. The INSURED shall notify REALE in writing of the free appointment of Lawyers and Solicitors.
 - Constitution of the corresponding bail when in the causes of Criminal Liability this is required in order to achieve his/her provisional freedom or to guarantee the costs of any criminal proceedings and the payment of the necessary damage assessment, due to an accident covered in this POLICY.
- The OWNER, POLICY HOLDER and DRIVER of the INSURED VEHICLE are INSURED

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Fines and sanctions imposed by administrative and/or legal authorities.
- Bail and legal defence originating from accidents not covered by either obligatory or voluntary civil liability coverage in this POLICY.

Insured Capital

- If the legal management of the loss is assumed by REALE the legal defence Costs are unlimited.
- Si el ASEGURADO elige Abogado y Procurador, siempre que este último sea preceptivo, que le representen en un procedimiento, REALE asumirá los gastos calculados de acuerdo con las Normas de los respectivos Colegios Profesionales, Capital libre elección de abogado hasta el límite de 600.00 €.
- Bail, up to the amount stipulated for Civil Liability in this POLICY. Bail abroad shall be limited to 6,000 €

DAMAGES RECLAMATION

What is covered?

IN SPAIN AND OTHER COUNTRIES

Bodily damage claims

REALE shall make claims against responsible third parties for compensation due to the insured party and their relations, be they heirs or injured parties, in the case of deaths or injuries in TRAFFIC ACCIDENTS.

- This cover extends to any type of accident not related to traffic when directly connected to the INSURED VEHICLE and so long as there is no contractual relationship between the INSURED and the person responsible for the damage.

Material loss claims

- Claims against third parties responsible for compensation for damages caused to the insured vehicle, as a consequence of a TRAFFIC ACCIDENT.
- Claims made by the insurance policyholder for material damages to objects transported in the insured vehicle, as well as damages to personal objects and items on the policyholder, as a consequence of the TRAFFIC ACCIDENT.
- Coverage extends to any type of accident not related to traffic when directly connected to the INSURED VEHICLE and so long as there is no contractual relationship between the INSURED and the person responsible for the damage.

Exclusively in SPAIN:

- Claim for damages suffered by the POLICYHOLDER OR DRIVER in a TRAFFIC ACCIDENT as pedestrians or cyclists.
 - Claims for poor repairs to the insured vehicle following an ACCIDENT covered in the POLICY.
 - Reale adelantará, al propietario y/o asegurado, la indemnización de los daños causados al vehículo contratado en póliza, cuando la entidad aseguradora del responsable haya comunicado fehacientemente la conformidad de su pago de forma amistosa o haya sido condenada ésta al abono de su importe por sentencia judicial firme.
 - De igual forma y siempre que se den los supuestos mencionados en el párrafo anterior, Reale adelantará la indemnización de los daños materiales sufridos en el vehículo asegurado como consecuencia de atropello de animales domésticos y especies cinegéticas.
- Se considera ASEGURADO al PROPIETARIO del VEHÍCULO ASEGURADO, al CONDUCTOR y a los ocupantes.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

What is the Procedure for the Legal Protection guarantee?

The claim will be addressed exclusively by REALE, for whose account will be the corresponding cost. Nonetheless, the insured will be free to choose the Lawyer or Solicitor to represent and defend him/her in proceedings of any nature.

The insured will also be free to choose his/her Lawyer and Solicitor in cases in which a conflict of interests arises between the parties to the Agreement.

The Lawyer and Solicitor appointed by the Insured shall not, in any case, be subject to the instructions of the Insurer.

The Insured is entitled to submit to arbitration any dispute which may arise between him/her and the Insurer regarding the insurance agreement. Arbitrators may not be appointed before the issue in dispute has arisen.

If REALE obtains the payment of an indemnity through amicable settlement and does not consider it likely that better results will be obtained by taking legal action, it shall inform the Insured of this. If the latter does not accept, he/she may pursue the claim on his/her account and, in the event that said claim were successful and greater than the indemnity originally offered, the latter will refund the INSURED for the legal and professional costs up to the limit indicated in the section on CAPITAL SUMS INSURED. Similar action will be taken when an amicable settlement is impossible and REALE considers a legal claim inappropriate.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Claims made by the insured party or their relations or employees against the driver of the insured vehicle and/or against GRUPO REALE.
- Claims caused by defective repairs in garages NOT Associated with REALE and/or repairs that REALE has been informed of 30 days after they take place.
- Professional cycling.

Insured Capital

FOR SPAIN:

- Unlimited legal defence costs provided by REALE.

- Para abogados y procuradores de Libre Elección, cuando sean preceptivos y de acuerdo con las normas de los respectivos Colegios Profesionales, hasta 600.00 € El capital asegurado incluirá todos los honorarios de profesionales y gastos de defensa que se devenguen incluida la Tasa judicial.

Los honorarios, los gastos y la tasa se devengarán, conforme a lo establecido en el párrafo anterior, al finalizar el procedimiento salvo que exista condena en costas a favor del asegurado.

FOR OTHER COUNTRIES:

- De acuerdo con las normas de los respectivos Colegios Profesionales y hasta un límite de 600.00 € por todos los conceptos e instancias, siendo el exceso sobre esta suma a cargo del ASEGURADO.

APPEALS AGAINST FINES

What is covered?

- Payment of all costs incurred due to the discharging of complaints and ordinary appeals and appeals for reversal against penalties against infringements of the Traffic, Circulation of Motor Vehicles and Road Safety Law (R.D.L. 339/90) and other regulatory traffic provisions, which are attributed to the INSURED and which may carry related financial penalties or the withdrawal of driving licences.

REALE can arrange to settle the corresponding fine if requested to do so by the INSURED who must provide the necessary funds to pay the fine.

How do I use this service?

This service will be provided by ARAG, a company specialising in legal defence. When a fine is communicated, the INSURED must contact his/her Agent or broker at once or call the following telephone, where he/she will be given suitable instructions and the applicable action will be initiated:

902 160 706

The INSURED must have the receipt of the premium for his Vehicle Insurance that justifies its being in force, the communication of the fine and the envelope in which it was notified.

THE DENOUNCEMENT REPORT OR THE FINE NOTIFICATION AS WELL AS THE ENVELOPE CONTAINING IT MUST BE DELIVERED TO REALE IN A MAXIMUM PERIOD OF 15 DAYS.

The OWNER and DRIVER OF THE INSURED VEHICLE are INSURED

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Fines and sanctions imposed by any public authority.
- REALE's services shall be limited to administration, expressly excluding any other judicial alternative.

Where am I covered?

In Spain

LICENCE WITHDRAWAL

What is covered?

Temporary withdrawal of Driving Licence or revocation thereof for the loss of all points, when the offence is committed while driving the INSURED VEHICLE or any other requiring the same category of Driving Licence.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

Payment of a monthly indemnity for the extra costs incurred by the insured for the following reasons:

- Temporary withdrawal of Driving Licence by administrative penalty stipulated in the Law on Traffic, Motor Vehicle Circulation and Road Safety, approved by Royal Legislative Decree 339/1990, of 2 March, or resulting from the final verdict of a Court of Justice determined as a result of acts of driving caused by the carelessness, blame or negligence of the INSURED, and through the driving of the INSURED VEHICLE or any other requiring the same category of Driving Licence.
- Revoked driving licence due to loss of all points, by administrative sanction stipulated in Law 17/2005 of 19 July, which regulates a points system driving licence and Royal Decree 62/2006 of 27

Temporary withdrawal of driving licence by administrative ruling for a temporary period, as a consequence of detecting alcohol on the insured party exceeding the legal limits

- El mínimo de puntos para tener derecho a la prestación total es de 12 para conductores experimentados y de 8 para conductores noveles. En los casos anteriores previstos para el pago de una indemnización, la prestación se reducirá proporcionalmente a los puntos que posea el CONDUCTOR HABITUAL en el momento de la contratación de la póliza. Si en el momento de la contratación existen sanciones pendientes de adquirir firmeza con retirada de puntos, se tomará como fecha de pérdida de los puntos el momento en el que adquiere firmeza la sanción.

The HABITUAL DRIVER is INSURED

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Events that occurred prior to this contract entering into force.
- When the DRIVER is criminally condemned for driving in a state of drunkenness and/or under the influence of alcoholic drinks, drugs, toxic elements or narcotics.
- Events that occurred when the vehicle was robbed or stolen from the HABITUAL driver or owner, or replaced.
- Events that occurred when driving, breaking a prior suspended licence order.
- Events that occurred when fleeing from an accident or ignoring emergency help for an injured person.

Withdrawal of the driver's licence due to a judicial sentence resulting from a traffic safety offence or any intentional or harmful act.

Insured Capital

It may not exceed the annual average monthly income received by the INSURED in exercising his trade or profession.

If said capital exceeds the average monthly income mentioned above, any of the parties to the contract may demand a reduction of the same and of the PREMIUM, and REALE shall refund the excess premium amounts. In the event of an accident, the maximum amount payable by REALE shall be the above mentioned monthly average.

sum INSURED

Limit 150 €euros / month.

MODE

PARTICULAR

Excesses and Time Limits

The payment period of the indemnification is limited to:

PARTICULAR mode

Payment of the monthly indemnification is limited to the time of retention or cancellation of the license or its revocation for points, with the maximum limit of three months, except in cases of administrative sanction of driving under the influence of alcohol, when the limit will be three months.

PROFESSIONAL mode

Payment of the monthly indemnification is limited to the time of retention or cancellation of the license or its revocation for points, with the maximum limit of twenty-four months, except in cases of administrative sanction of driving under the influence of alcohol, when the limit will be three months.

Where am I covered?

In Spain

What to do in the event of a loss?

- To receive monthly compensation the insured party must send REALE the documentation proving the driver's licence has been withdrawn temporarily.
- REALE reserves the right to launch an appeal against administrative sanctions if it wishes.

POINTS RECOVERY COURSES

What is covered?

IN THE EVENT OF TOTAL POINTS LOSS

Should the driving license be revoked, REALE is obliged to refund the CUSTOMARY DRIVER with the cost of registration of the course of awareness and road safety re-education and the exam fees established by the Law.

should the INSURED not pass the exam at the first attempt, REALE will not refund the cost of an additional training course or the exam fees.

To receive repayment, the INSURED must present the invoices accrediting having taken the course. Moreover, notification must be provided declaring the loss of being in force of the driving license issued by the Head of the corresponding Traffic Police, in which appears the license history and driving license by points of the INSURED.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

IN THE EVENT OF PARTIAL POINTS LOSS

REALE is obliged to repay the CUSTOMARY DRIVER for the registration costs of the course of awareness and road safety re-education established by the Law. To obtain repayment, the INSURED will present the invoices accrediting having taken the course. Moreover, the certificate issued by the corresponding authority in which the history of the licence and penalty points appear will be presented.

- El mínimo de puntos para tener derecho a la prestación total es de 12 para conductores experimentados y de 8 para conductores noveles.
En los casos anteriores previstos para el pago de una indemnización, la prestación se reducirá proporcionalmente a los puntos que posea el CONDUCTOR HABITUAL en el momento de la contratación de la póliza. Si en el momento de la contratación existen sanciones pendientes de adquirir firmeza con retirada de puntos, se tomará como fecha de pérdida de los puntos el momento en el que adquiere firmeza la sanción.

The HABITUAL DRIVER is INSURED

What is NOT covered?

The refunding of the costs of registration and exams are excluded from this guarantee when the partial or total loss of points was the result of traffic infractions occurring before this POLICY came into force.

Where am I covered?

In Spain

Insured Capital

TOTAL LOSS OF POINTS

- The cost of registering for a course.
- Exam taxes.

PARTIAL LOSS OF POINTS

- The cost of registering for a course.

The cost of the indicated courses will be that established by the General Direction of Traffic.

The maximum number of courses to be indemnified will be ONE per year of insurance.

DAMAGES TO OWN VEHICLE

What is covered?

- Damages to the insured vehicle in all types of terrain, as a result of a TRAFFIC ACCIDENT while stopped or moving.
- Essential costs for transportation of the vehicle to the garage closest to the site of the accident, when it cannot be driven due to the damage sustained.
- DAMAGES to the vehicle due directly to falling stones.
- In the event of a WRITE OFF, the EXCESS shall not be applied.
- In the event of TOTAL LOSS resulting from a ROAD ACCIDENT, REALE will provide and cover the cost of a category C replacement vehicle or, where applicable, pay compensation, on presentation of the relevant invoice and up to the limit of the INSURED CAPITAL, so that the INSURED may contract said vehicle hire service.
- En caso de SINIESTRO TOTAL derivado de un ACCIDENTE DE CIRCULACION, REALE facilitará y asumirá el coste de un vehículo de sustitución de categoría C, o en su caso se indemnizará, previa presentación de la correspondiente factura, con el límite del CAPITAL ASEGURADO con el fin de que el ASEGURADO contrate dicho servicio de alquiler de vehículo.
- En caso de accidente no se aplicará depreciación en la indemnización de los neumáticos.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- DAMAGES to the insured vehicle
 - Caused by the objects transported or due to their loading and unloading.
 - Caused by thermal or seismic phenomena, including those due to the freezing of radiator water.
 - Due to fire, lightning or explosion
 - The windscreen, rear and side windows and the sun roof, when the damage only affects these parts.
 - The repair or substitution of tyres for simple punctures, bursting or natural wear and when the only parts affected are the tyres.
 - Affecting ACCESSORIES: this exception shall not arise when the POLICY specifically states they have been expressly included.
 - Affecting any trailers and/or caravans which may be towed
- La disminución del valor de venta que pueda sufrir el vehículo como consecuencia de la reparación después de un siniestro.
- No se cubrirán los actos vandálicos salvo presentación de la correspondiente denuncia de la autoridad competente.

No se cubrirán los actos vandálicos salvo presentación de la correspondiente denuncia de la autoridad competente.

Insured Capital

- If there is a partial accident

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

100% of the valuation of the VEHICLE repair costs.

- If it is a total write-off

a) 100% of the new value for the first two years from its first registration.

b) THE MARKET VALUE plus 50% of the difference between the NEW and MARKET VALUE, during the third year after its first registration.

c) The fair market value improved by 30% after the fourth year since its first registration

- Capital for a replacement vehicle: 30/day

Para el supuesto de siniestro total se procederá además conforme a lo establecido en el apartado de LA INDEMNIZACIÓN.

Excesses and Time Limits

In the case of a substitute vehicle, cover is limited to vehicles with a maximum age of 5 years since their first registration. The payment will be made for 35 days from the date of the accident and as a maximum up to the date of repair or payment of the compensation.

FIRE

What is covered?

- Damages to the insured vehicle as a consequence of fire, explosion or lightning, either in traffic, stopped or moving.

- Costs incurred while activating the SERVICE of firefighters or vehicle rescue services as a result of the accident.

- Those that effect installation and electrical devices and accessories, as a consequence of short circuits or auto combustion, which do not catch fire, as long as the damages are electricity-related.

- In the event of TOTAL LOSS resulting from a ROAD ACCIDENT, REALE will provide and cover the cost of a category C replacement vehicle or, where applicable, pay compensation, on presentation of the relevant invoice and up to the limit of the INSURED CAPITAL, so that the INSURED may contract said vehicle hire service.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- DAMAGES to the insured vehicle

- Caused by the objects transported or due to their loading and unloading.

- Caused by thermal or seismic phenomena

- When the only affected parts are the tyres.

- Affecting ACCESSORIES: This exception shall not arise when the POLICY specifically states they have been expressly included.

- Affecting any trailers and/or caravans which may be towed

- Reduction in the sales value that might effect the vehicle, resulting from repairs following an accident.

Insured Capital

- If there is a partial accident

100% of the valuation of the VEHICLE repair costs.

- If it is a total write-off

a) 100% of the new value for the first two years from its first registration.

b) The MARKET VALUE plus 50% of the difference between the NEW VALUE and the MARKET VALUE for the third year after it first registration.

c) The fair market value improved by 30% after the fourth year since its first registration

- Salvation costs

With the limit of 600 euros for those costs which are a direct consequence of the activity of the Fire or Emergency services.

- Capital for a replacement vehicle: 30/day

Para el supuesto de siniestro total se procederá además conforme a lo establecido en el apartado de LA INDEMNIZACIÓN.

Excesses and Time Limits

In the case of a substitute vehicle, cover is limited to vehicles with a maximum age of 5 years since their first registration. The payment will be made for 35 days from the date of the accident and as a maximum up to the date of repair or payment of the compensation.

WINDOW BREAKAGE

What is covered?

Replacement and locating costs caused by fortuitous or exclusive breakage of:

- front windscreens.

- back window.

- side window glass.

- techo solar.

- techo panorámico.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- **DAMAGES to the insured vehicle**
 - Caused by the objects transported or due to their loading and unloading.
 - Caused by thermal or seismic phenomena
 - Affecting any trailers and/or caravans which may be towed
 - Simple scratches scrapes and decaling and other surface deteriorations.
 - Breakages caused by defective installation or fitting or those produced during repair, installation or reform work of the **INSURED VEHICLE**.
- Reduction in the sales value that might effect the vehicle, resulting from repairs following an accident.

Insured Capital

- If replaced

Windows will be valued at real cost as new, including fitting and ACCESSORIES

VEHICLE ROBBERY

What is covered?

- Payment of compensation for the ROBBERY of the complete vehicle.
- Payment of compensation for the ROBBERY of COMPONENTS that are considered fixed parts of the vehicle.
- Damages caused to the vehicle during the time it is in the possession of THIEVES, and those caused by ROBBERY or intent.
- If the insured vehicle is robbed or stolen leading to the vehicle being declared a TOTAL WRITE OFF, REALE shall provide and assume the cost of a category C replacement vehicle, or it shall pay the insured party capital in order to

The **OWNER OF THE INSURED VEHICLE** is insured

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- **LARCENY.**
- **ROBBERY of towing vehicles and caravans.**
- **ROBBERY originating from serious negligence on the part of the insured party, driver, insurance policyholder, dependents or co-inhabitants.**
- **ROBBERIES wherein the authors of the crime are relations of the insured party or policyholder or accomplices or cover ups, up to three degrees removed, or dependents or employees of any of these.**
- **Vehicle ACCESSORIES unless expressly stated in the Special Conditions.**
- **ROBBERY or LARCENY exclusively affecting tyres.**
- **Los daños producidos desde que el vehículo fue objeto de HURTO hasta su recuperación.**
- **Los daños ocasionados por ACTOS VANDÁLICOS.**
- **La APROPIACIÓN INDEBIDA.**
- **El pago de indemnización alguna como consecuencia de APROPIACIÓN INDEBIDA, así como los daños ocasionados con motivo de la APROPIACIÓN INDEBIDA del vehículo.**
- **El ROBO de los neumáticos, cuando sean lo único afectado.**
- **Los ACCESORIOS del vehículo.**

Insured Capital

- If there is a partial accident

100% of the valuation of the VEHICLE repair costs.

- If it is a total write-off

a) 100% of the new value for the first two years from its first registration.

b) The MARKET VALUE plus 50% of the difference between the NEW VALUE and the MARKET VALUE for the third year after it first registration.

c) The fair market value improved by 30% after the fourth year since its first registration

sum for accessories: See Particular Conditions

sum for Substitute vehicle: 30 €/day

Para el supuesto de siniestro total se procederá además conforme a lo establecido en el apartado de LA INDEMNIZACIÓN.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

Excesses and Time Limits

In the case of a substitute vehicle, cover is limited to vehicles with a maximum age of 5 years since their first registration. The payment will be made for 35 days from the date of the accident and as a maximum up to the date of repair or payment of the compensation.

REALE shall indemnify the customer if the stolen vehicle is not recovered within 30 days counting from the date the theft is reported. Should the vehicle be recovered within this period, the INSURED has a duty to notify REALE and REALE shall pay for any repairs to the damage caused under the terms of this guarantee. After said period, if the vehicle is recovered it shall remain the property of REALE and the INSURED undertakes to sign any documents required to transfer ownership to REALE or to the person REALE appoints, unless the INSURED wishes to recover the vehicle by returning the compensation amount to REALE who is obliged to offer and return the vehicle to the INSURED provided the INSURED accepts the offer within fifteen days.

LUGGAGE COVERAGE

What is covered?

- Payment of compensation if as a consequence of an accident, fire, explosion, lighting strike or theft of the entire vehicle, the personal effects or luggage of the occupants of the Insured vehicle are destroyed, damaged or have disappeared.
- Payment of compensation for the theft of personal effects/luggage if the insured vehicle is inside a garage or enclosed carpark.

What is meant by luggage for the effects of this guarantee?

Only and exclusively, suitcases, clothes, shoes and toiletries and cosmetics.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Money, deeds and documents, jewelry, precious objects, hearing devices and seeing devices, collections of samples and work instruments or any other item not considered luggage.

Insured Capital

Indemnification will become effective in accordance with the goods value at the previous moment and up to:

300 €

Where am I covered?

In Spain

CLEANING AND REFURBISHMENT COSTS

What is covered?

- The costs of cleaning and refurbishing the interior of the INSURED VEHICLE, required as a result of the transportation of persons injured in a ROAD ACCIDENT in which the INSURED VEHICLE is involved or which, without involvement of the latter, is the result of exercise of the duty to rescue.

What is NOT covered?

- General exceptions to voluntary guarantees

Insured Capital

Limit up to 300 €

Where am I covered?

In Spain

INSURANCE OF DRIVER ACCIDENTS

What is covered?

A) Death

The INSURED CAPITAL shall be paid to the Beneficiaries if the INSURED dies within 2 years following the accident and as a consequence thereof.

Should there be no express declaration of Beneficiaries by the INSURED or if the payment could not be made effective to these persons, the beneficiaries will be the following in function of the established order:

- 1) The non-legally separated spouse.
- 2) The children in equal parts.
- 3) the parents
- 4) Brothers/sisters
- 5) Legal heirs

B) permanent disability

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

The proportion of the ASSURED CAPITAL will be paid depending on the degree of permanent disability **determined within the 2 years following the date on which the accident occurred and as a result thereof.**

The degree of disability will be calculated according to the medical certificate showing the resulting disability. REALE will determine the corresponding degree of disability by applying Classification Table VI and evaluating the sequels of the SCALE contained in the System for evaluating the damage caused to people in traffic accidents annexed to the re-written text of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles or that which might complement or substitute it and be in force at the time, except for that concerning the Special chapter -Aesthetic injury.

The INSURED is understood to be the DRIVER of the insured VEHICLE at the time of the accident

Rules of application of the Scale

- No aesthetic damage considered in the special chapter - aesthetic prejudice will be indemnified.
- In no case will the INSURED's profession be borne in mind and therefore aggravation of the invalidity based on the professional activity may not be alleged.
- The points system for the resulting invalidity shall reflect that established in the aforementioned Appendix to calculate corresponding points for Table VI, including the norms for concurrent invalidities.
- Those processes curable in the short to medium term will not be considered after effects and, therefore, permanent injury.
- Consequences included and/or derived from other consequences that may have been described independently in Table VI, shall not be evaluated.
- The scoring of one or more sequels for a joint, member, apparatus or system (in the event of several sequels following use of the formula of concurrent disabilities) cannot exceed that corresponding to total, anatomical and/or functional loss of this joint, member, apparatus or system.
- If a limb or organ affected by an accident presented amputations or functional limitations previous to the accident, the percentage of applicable compensation shall correspond to the difference between the pre-existent disability and that resulting from the accident.
- May not exceed 100 points.

To establish indemnification to be received, each point obtained by the system is established to correspond to 1%. Therefore, the %age to indemnify the INSURED sum for this guarantee corresponds to the points obtained transferred to %age and it may not exceed in any event 100% of the sum INSURED indicated in this guarantee.

C) Health assistance

Medical, surgical, hospital and pharmaceutical costs for a maximum period of 2 years following the date that the accident occurred, deriving from personal injuries that the INSURED may suffer on the occasion of any traffic accident of the INSURED VEHICLE, when it is administered at clinics and by doctors designated by REALE.

If the INSURED appoints other free choice centres, this cover shall be provided for a maximum period of 1 year following the date of the accident.

D) Board and lodging of a an accompanying person

Board and lodging costs of an accompanying person in the same town where the INSURED is hospitalised as a consequence of the guaranteed accident.

E) Plastic surgery

The payment of a complementary indemnification to health assistance for the purpose of surgical correction of aesthetic defects that remained after curing and that are carried out within 12 months of it, unless medical advice delayed it.

F) Prothesis

The cost of the FIRST PROTHESIS (orthopaedic, dental, optical, acoustic, pacemaker) necessary to correct the injuries as a consequence of the guaranteed accident.

G) Repair or replacement of clothing

Repair or replacement of clothing used by the INSURED at the time of the accident and that was damaged as a result of it, REALE will credit the repair or replacement guaranteed at a value of new.

The loss, theft or misplacing of said goods is not included

Insured Capital

- A) Death: **40.000 €**
- B) Permanent disability: **40.000 €** In accordance with the Scale contained in these General and Particular Conditions.
- C) Health assistance: **Up to 3,000 €** When the assistance is given to the INSURED at clinics and by doctors freely chosen by him/her and without limit when provided by clinics and doctors designated by REALE.
- D) Board and lodging of a an accompanying person: **Up to 600 €**
- E) Plastic surgery: **up to 1.800 €** it including all medical, surgical, hospital and pharmaceutical costs.
- F) Prothesis **up to 600 €**
- G) Repair/replacement of clothing: **up to 300 €**

If, after receiving compensation for permanent disability, the INSURED should die within the period covered by the policy and always as a consequence of the accident, the amount already paid shall be subtracted from the compensation for death.

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Accidents intentionally caused by the insured party.
- Events unconnected to the accident.
- Accidents covered by CONSORTIUM OF INSURANCE COMPENSATION, in accordance with the relevant norm.
- Accidents that take place when the vehicle is participating in sports competitions.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

- Accidents that occur when the insured party is intoxicated or under the influence of drugs, poisons or narcotics.
- Accidents that happen when the insured party drives the vehicle without due authorisation and/or without a relevant driving licence.

DRIVER ACCIDENT INSURANCE. PSYCHO-EMOTIONAL ASSISTANCE

- Psycho-emotional assistance given to the DRIVER and the spouse, parents and children in the event of the DRIVER suffering Serious Disability as a consequence of a TRAFFIC ACCIDENT covered by the POLICY.
- Psychological-emotional assistance for a partner
- a) In the event of the DRIVER'S death in TRAFFIC ACCIDENT covered by the POLICY.
- b) In the event of death or severe disability of the DRIVER'S spouse, parents or children as VEHICLE occupants at the moment of the accident.
- Psychological-emotional assistance for the driver in the event of serious injury or the death of someone involved in the accident.

What is NOT covered?

- General exceptions to voluntary guarantees and driver accidents.

Time Limits

- Requests for payment should be sent to REALE within three months of the accident taking place

Insured Service

Psychological-emotional assistance up to a limit of: 10 SESSIONS

OCCUPANTS FUNERAL EXPENSES

What is covered?

- Provision of funeral SERVICES or burial costs following the death of an insured party in a traffic accident regardless of the country in which the accident took place.
- Transfer for the INSURED who have died in Spanish territory or the rest of the world:
 - European nationality: transfer to cemetery or crematorium in Spanish territory or the country of origin, freely chosen by the INSURED's relations.
 - Other nationalities: transfer to closest airport to his country of origin

For the effects of this guarantee, TRAFFIC ACCIDENTS are also considered:

- Accidents that occur when providing assistance.
- If the insured vehicle breaks down.
- Acts perpetrated by third parties against the occupants of the insured vehicle (including attacks).
- Accidents caused by electrical discharges when the vehicle is occupied.

The INSURED are understood to be the passengers in the INSURED VEHICLE including its DRIVER

What is NOT covered?

Excluded from this guarantee:

- Journeys that do not go ahead because the competent authority does not concede the relevant authorisations, or that are blocked by situations of force majeure or if the journey is not completed due to the funeral home's intervention; funeral homes are appointed by REALE .

excludes drivers or passengers of the insured vehicle when ROBBED OR STOLEN.

- Excludes coverage of all occupants including the driver if the number of occupants in the vehicle at the time of the accident exceeds the legal limit.

Insured Capital

- Provision of a funeral service or burial costs and Transfer for the INSUREDS:

UP TO 7.500 €PER PERSON.

Excesses and Time Limits

Max one year from date the TRAFFIC ACCIDENT occurred covered by this POLICY.

TRAVEL INSURANCE

What is covered?

- REALE agrees to provide the services described below, as long as the insured party requests these services when the accident occurs:

ASITUR's 24-hour Helpline, telephone 902 565 477 if phoning from Spain and 34-91 393 90 30 if phoning from abroad

- Calls may be made collect, giving the following information: INSURED'S NAME, POLICY NUMBER, PLACE AND PHONE NUMBER OF INSURED'S LOCATION AND TYPE OF ASSISTANCE BEING REQUESTED. In cases in which direct intervention by REALE were not possible, all expenses incurred by the ASSURED and guaranteed by the cover here of will be reimbursed against documentation accrediting this WITHIN A MAXIMUM THIRTY DAYS FROM RECEIPT OF THIS INFORMATION.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

The INSURED is the physical person, resident in Spain, POLICY HOLDER, and spouse, immediate ascendants and descendants living with the INSURED in the family economic unit. In the event of an accident the INSURED is the DRIVER or any passenger in the INSURED VEHICLE provided **they were being transported gratuitously**.

In order to receive the service, the INSURED must have his/her residence in Spain, customarily reside in the latter and spend a maximum of 60 days away from said customary residence on trips or journeys.

SERVICES relating to Persons

- Transport or HEALTH REPATRIATION of INJURED or INFIRM

Should the INSURED suffer an illness or accident during a trip, whose treatment requires, according to medical criteria, his/her being transferred, REALE will be responsible for such transport, including with medical monitoring, if applicable, to the nearest hospital.

If hospitalisation occurs far from the INSURED's home, REALE will also reimburse the cost of the journey home by the most appropriate means when travel is possible.

- Transport or REPATRIATION of the INSURED PARTIES

When, on occasion of the previous point being covered, the INSURED has been repatriated or transferred and the other INSURED PARTIES cannot continue the journey by the means originally envisaged, REALE will be responsible for the transfer to their home or place of hospitalisation or, where applicable, will provide a professional chauffeur for the transfer of the vehicle and the INSURED PARTIES.

- TRANSPORT OR REPATRIATION OF MINORS OR THOSE OVER THE AGE OF 70 YEARS.

If the only travelling companions of the repatriated or transferred INSURED are children under the age of 15 or adults over 70, REALE shall appoint a person to accompany them on the return journey to their home. Alternatively, a chauffeur may be made available to transfer the VEHICLE and the INSURED.

- TRAVEL for a FAMILY MEMBER in the event of HOSPITALISATION

If the INSURED needs to be hospitalised **for more than 5 DAYS**, REALE will provide a relation of the INSURED or the person that the latter may designate, a return ticket so the former may be accompanied at the moment of repatriation. If hospitalisation occurred abroad, the companion's board and lodging costs will be refunded against presentation of the corresponding invoices:

UP TO 100 € PER DAY AND A MAXIMUM PERIOD OF 10 DAYS.

- MEDICAL AND HEALTH ASSISTANCE

When the incident occurs in Spain **at a greater distance than 100 km from the customary residence** or abroad, REALE will be responsible for medical, surgical, pharmaceutical and hospital costs that the INSURED must satisfy in the case of unforeseeable injury or illness occurring during the journey.

The maximum amount covered by the INSURED for these services will be:

9,000 abroad

1,500 in Spain.

300 for dental costs in all territories.

- SEND MEDICATION

REALE shall send any medicine which is urgently prescribed for the INSURED and which cannot be obtained in the area where the INSURED has travelled to.

- CONVALESCENCE in a HOTEL

If medical advice prevents the ill or injured INSURED from returning home, REALE shall cover the hotel costs occasioned by the extended stay:

up to 100 € per day and a maximum of 10 days.

- REPATRIATION or TRANSFER of insured party after death

In the event of death of the INSURED, REALE will transfer the body to the point of burial in Spain. The costs of post mortem conditioning (such as embalming and obligatory coffin for the transfer) will be covered in accordance with the legal requirements for the transfer.

Burial and service costs are not included.

REALE shall be responsible for returning any INSURED who were accompanying the INSURED at the moment of death to their home if they are unable to do so by the means initially contemplated. Should any travelling companion be under 15 years old or over 70 and have no-one to accompany them, REALE will provide a suitable person to accompany them during the transfer.

- ESTIMATED RETURN

Should any of the INSURED have to interrupt their trip due to the death or hospitalisation of one of the INSURED, and the means used for the trip or the return ticket cannot be brought forward, REALE shall cover the cost of transport home or to the burial place in Spain plus the outward journey should the INSURED wish to continue the trip. In the event of a serious accident during the trip at the POLICY HOLDER's usual residence, causing damage which would allow free access to the property and thus the possibility of further damage, REALE shall pay for travel to the affected property and a return ticket to the place of origin or two tickets to the habitual residence provided the companion has the status of INSURED and their own means of transport cannot be used for the journey.

- SEARCH and DELIVERY of LOST LUGGAGE

In the event of luggage loss on scheduled flights, REALE will do all possible to locate it and, if applicable, will make it arrive to the INSURED'S possession.

- DELAYED DELIVERY OF LUGGAGE

If the airline delays delivering the hold luggage **for more than 6 hours**, REALE will reimburse the purchase of essential items **to a maximum of 150 €** per INSURED against presentation of invoice and prior authorisation.

- SENDING MESSAGES

REALE shall transmit any emergency messages which, due to incidents covered by these present guarantees, the INSURED may need to send.

- MEDICAL ADVICE

If the INSURED requires medical information during the trip which is unobtainable locally, REALE's doctors will provide guidance over the phone, but not a diagnostic

- ADMINISTRATIVE PROCESSING SERVICES for HOSPITALISATION

REALE shall make the necessary administrative arrangements to formalise any hospital admission for the INSURED required in consequence of an event covered by

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

this present POLICY.

- A MONEY ADVANCE ABROAD

If during the trip abroad, the INSURED is left without cash due to theft, loss of luggage, illness or accident, REALE shall make an advance payment of up to a maximum of 1,000€

Such amount must be previously guaranteed on national territory, following REALE's instructions

- INFORMATION SERVICE for TRAVEL ABROAD

REALE shall provide, at the INSURED's request, information on:

- Vaccination and visa request for foreign countries as well as those requirements that are specified in the most recent publication of the T.I.M. (Travel Information Manual).

- Addresses and telephone numbers of Spanish Embassies and Consulates around the world.

- AN ADVANCE on legal bail ABROAD.

In the case of a TRAFFIC ACCIDENT and the competent authorities required a bail bond from the INSURED, REALE would advance this up to a maximum amount of 6.000 €

The INSURED PARTY must sign a document acknowledging the debt, agreeing to return the amount within two months of returning home or within three months of making the request. If the advance amount is repaid by the authorities before two months are up the INSURED PARTY is obliged to return the money to REALE immediately. REALE reserves the right to request some kind of deposit or guarantee from the INSURED PARTY to ensure payment of the advance.

Likewise, REALE will credit up to the economic limit of 600 € for the payment abroad of the fees of lawyers and barristers arising as a consequence of this bond.

- AN ADVANCE for legal defence costs ABROAD

If, following a TRAFFIC ACCIDENT, the INSURED needs to contract legal defence, REALE shall pay up to 900 € in advance of the expenses involved

If the INSURED is incapable of appointing a Lawyer, REALE shall provide one, but accepts no liability for such appointment.

The INSURED must sign in writing the acknowledgement of the debt, committing him/herself to returning the amount within the two months following his/her returning home or, in any case, within 3 months from making the request.

Where am I covered?

SERVICES FOR PEOPLE

IN ALL OF THE WORLD, the guarantee of Medical and Health Assistance being limited to the loss occurring more than 100 Km from the habitual domicile.

SERVICES relating to VEHICLES

IF THE INSURED VEHICLE HAS AN ACCIDENT OR BREAKS DOWN, REALE OFFERS YOU:

- TECHNICAL HELP on THE ROAD

If emergency repairs (under one hour) can be done to make the VEHICLE roadworthy, REALE will pay the cost of repair, excluding the cost of the replaced parts but including a puncture or burst tyre.

- TOWING

If the VEHICLE is not roadworthy, REALE will pay the cost of towing to the INSURED's chosen garage up to a limit of 600 €

- RESCUE

Rescue or salvage of the VEHICLE which, having overturned or fallen on uneven land while travelling on any type of road, cannot move or be towed, up to a maximum amount of 600€

- SEND REPLACEMENT PARTS

If the repair requires spare parts which cannot be obtained locally, REALE shall arrange for them to be sent and shall pay the corresponding transport costs.

The INSURED, at the end of his journey, must turn to REALE the advance that the latter may have made to acquire spare parts or for the payment of import duties.

REALE is not obliged to provide this service if the parts requested are not in Spain.

- SEND a professional DRIVER

If the INSURED was travelling driving the INSURED VEHICLE and due to serious illness, accident or death is taken to Hospital or is otherwise unable to drive and no other passenger can replace the driver, REALE shall send a chauffeur to transport the vehicle and its passengers to either the INSURED's home or destination, as they choose, provided that either option involves the same number of days.

- LEGAL ABANDONMENT COSTS of the vehicle

When the MARKET VALUE of the VEHICLE is less than the cost of repair, REALE will be responsible for the expenses involved in legally abandoning the VEHICLE in the place of its location. If such abandoning is not possible, REALE will be responsible for the transfer of the VEHICLE to the country where it can be carried out.

IF THE INSURED VEHICLE IS STOLEN, REALE OFFERS YOU:

- ASSISTANCE when vehicle ROBBERY

If, as a consequence of the THEFT of the VEHICLE, the passengers cannot return home, REALE shall provide the most suitable means of transport for them to continue their journey, on presentation of proof that the THEFT has been reported to the competent authority.

IF THE INSURED VEHICLE CANNOT BE REPAIRED THE SAME DAY, REALE OFFERS YOU:

- Transport or REPATRIATION of STOLEN or BROKEN DOWN vehicle

If the damaged or broken down vehicle cannot be repaired the same day, or in the case of THEFT if the INSURED has returned home, REALE shall be responsible for:

-transport to the workshop designated by the INSURED (in the town of the declared residence or, if this did not exist, in the town nearest to it).

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

-transport up to a maximum distance of 150 km if the amount for repairing the vehicle exceeded its MARKET VALUE.

Information on envisaged immobility time and the repair cost will be provided by the workshop or the official service to which the VEHICLE has been towed. In case of discrepancy the INSURED may request, at his/her expense, a detailed estimate.

Transfer conditions will be decided by REALE, as well as the VEHICLE delivery period, **which in no case may be greater than 5 working days in non-insular national territory.**

The mentioned period will be counted from the moment when the insured provides the data to the workshop to where its transfer has been requested.

REALE shall also be responsible for:

- **Board and lodging or storage costs produced in relation to this guarantee to a limit of 200 €**
- **Repatriation of the designated towing vehicle or caravan, with a limit of 200 €**
- **PROVISIONS FOR THE INSURED PARTY IF THE VEHICLE STOPS BECAUSE OF A BREAKDOWN OR ACCIDENT**

REALE responsible for:

- Provide the occupants of the vehicle with the best means of public transport to get home or to get to their destination, as long as the cost of getting to their destination is equal or less than the cost of getting home. REALE
- Provide a rental vehicle to complete the journey, **with a limit of 150 € based on availability, as long as the insured party accepts the rental contract conditions.**
- Accommodation **costs of 100 € per INSURED PARTY per day with a maximum of 10 days per INSURED PARTY** if the insured party opts to wait for the vehicle to be repaired in the location it has been towed. **THE INSURED PARTY may not stay in a hotel when he/she is less than 50 kilometres from his/her domicile.**
- **SUBSTITUTE vehicle**

If, as a result of an ACCIDENT or breakdown, the INSURED VEHICLE cannot be repaired on the same day, REALE will provide and cover the cost of a category C substitute vehicle or, where applicable, pay compensation, on presentation of the relevant invoice and up to the limit of the INSURED CAPITAL, for the contracting of said vehicle hire service directly by the INSURED.

La prestación se otorgará desde el día 7 hasta que el vehículo ha sido reparado **con un máximo de 35 días a contar desde la fecha de entrada en el taller o desde la fecha de remolcaje del vehículo por parte de la asistencia de Reale.**

Should the insured chose compensation, the capital will be 30 € per day

WHEN THE INSURED VEHICLE HAS BEEN REPAIRED, REALE OFFERS YOU:

If, following an ACCIDENT or breakdown, the INSURED VEHICLE cannot be repaired the same day, REALE shall provide and pay for a category C replacement vehicle, or where appropriate, indemnify the cost of contracting said vehicle hire service directly by the INSURED with the INSURED CAPITAL.

When the VEHICLE has been repaired in the workshop to which it was taken and as long as the INSURED has continued his/her journey home or to the destination, REALE will be responsible for:

- Provide the insured party or other party with their choice of public transport. Whenever possible, and subject to availability and the situation, REALE shall provide a tourist class airline ticket.
- Repatriate the VEHICLE when repaired, for which the INSURED accepts the delivery conditions mentioned in Transport or Repatriation of the broken down or stolen vehicle. This option may be applied in those cases where the VEHICLE has been recovered

REALE ALSO OFFERS YOU:**- INELIGIBILITY costs of the caravan**

Should the caravan be uninhabitable as a consequence of an ACCIDENT while being towed by the INSURED VEHICLE, REALE will credit the INSURED PARTIES with the costs of hotel accommodation **to a maximum amount of 100 € per INSURED and for a maximum of 3 days.**

- OBTAINING and SENDING COPIES OF KEYS

When loss or theft of the keys of the INSURED VEHICLE occurs, REALE will be responsible for forwarding a duplicate (if the INSURED provides the name of a person and the place of sending) or to tow the VEHICLE to the nearest official service centre to where the incident took place.

- FUEL

If the VEHICLE is immobilised due to lack of petrol, REALE will provide sufficient fuel to reach the nearest petrol station or according to availability will tow the vehicle there. **In any case, the INSURED will pay the cost of the fuel.**

What is NOT covered?

As well as the general exclusion of voluntary guarantees, are excluded from this guarantee:

- Relapses of serious illnesses and situations derived from illnesses or conditions prior to the start of the journey.
- Death by suicide and injuries or illnesses intentionally caused by the insured party to himself, and those caused by the consumption of drugs or derived from criminal action relating to drugs.
- Aesthetic treatment and all types of lenses, prosthesis and orthopedic devices in general.
- Pregnancies and pregnancy complications from the sixth month, as well as regular obstetric check ups.
- Mental illnesses.
- Participation in sporting competitions and mountain, sea or desert rescue.
- Medical, surgery, pharmaceutical and hospitalisation costs in Spain, less than 100 Km from the home of the insured party.
- Fuel, repairs and replacement costs.
- Accidentes personales producidos durante la práctica de cualquier actividad deportiva o entrenamientos.
- Goods and animal transport.
- Unrequested REALE services except in the event of force majeure or duly demonstrated impossibility.

Where am I covered?

SERVICES FOR VEHICLES: In Spain, the rest of Europe and countries bordering the Mediterranean, from the INSURED's usual residence (km 0), unless otherwise stated in the payment.

COVER ALLOCATED TO THE INSURANCE COMPENSATION CONSORTIUM

Cláusula de indemnización por el Consorcio de Compensación de Seguros de las pérdidas derivadas de acontecimientos extraordinarios en seguros con coberturas combinadas de daños a personas y en bienes y de responsabilidad civil en vehículos terrestres automóviles.

De conformidad con lo establecido en el texto refundido del Estatuto legal del Consorcio de Compensación de Seguros, aprobado por el Real Decreto Legislativo 7/2004, de 29 de octubre, el tomador de un contrato de seguro de los que deben obligatoriamente incorporar recargo a favor de la citada entidad pública empresarial tiene la facultad de convenir la cobertura de los riesgos extraordinarios con cualquier entidad aseguradora que reúna las condiciones exigidas por la legislación vigente.

Las indemnizaciones derivadas de siniestros producidos por acontecimientos extraordinarios acaecidos en España, y que afecten a riesgos en ella situados y, en el caso de daños a las personas, también los acaecidos en el extranjero cuando el asegurado tenga su residencia habitual en España, serán pagadas por el Consorcio de Compensación de Seguros cuando el tomador hubiese satisfecho los correspondientes recargos a su favor y se produjera alguna de las siguientes situaciones:

- That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company.
- That, although they come under this insurance policy, the obligations of the insurance company cannot be fulfilled as it has been declared legally bankrupt or it is subject to supervised liquidation proceedings or it has been assumed by the Insurance Compensation Consortium.

El Consorcio de Compensación de Seguros ajustará su actuación a lo dispuesto en el mencionado Estatuto legal, en la Ley 50/1980, de 8 de octubre, de Contrato de Seguro, en el Reglamento del seguro de riesgos extraordinarios, aprobado por el Real Decreto 300/2004, de 20 de febrero, y en las disposiciones complementarias.

I. SUMMARY OF LEGAL RULES**1. EXTRAORDINARY EVENTS COVERED**

a) Los siguientes fenómenos de la naturaleza: terremotos y maremotos; inundaciones extraordinarias, incluidas las producidas por embates de mar; erupciones volcánicas; tempestad ciclónica atípica (incluyendo los vientos extraordinarios de rachas superiores a 120 km/h y los tornados); y caídas de cuerpos siderales y aerolitos.

b) Those caused violently as a consequence of terrorism, rebellion, sedition, riots and popular rising.

c) Events or actions by the Armed Forces or the Security Forces and Services in peacetime.

Los fenómenos atmosféricos y sísmicos, de erupciones volcánicas y la caída de cuerpos siderales se certificarán, a instancia del Consorcio de Compensación de Seguros, mediante informes expedidos por la Agencia Estatal de Meteorología (AEMET), el Instituto Geográfico Nacional y los demás organismos públicos competentes en la materia. En los casos de acontecimientos de carácter político o social, así como en el supuesto de daños producidos por hechos o actuaciones de las Fuerzas Armadas o de las Fuerzas o Cuerpos de Seguridad en tiempo de paz, el Consorcio de Compensación de Seguros podrá recabar de los órganos jurisdiccionales y administrativos competentes información sobre los hechos acaecidos.

2. RISKS EXCLUDED

a) Those not leading to compensation according to the Insurance Contract Law.

b) Los ocasionados en bienes asegurados por contrato de seguro distinto a aquellos en que es obligatorio el recargo a favor del Consorcio de Compensación de Seguros.

c) Those due to flaw or defect of the item insured, or to its evident lack of maintenance.

d) Those caused by armed conflict, although there has been no prior official declaration of war.

e) Los derivados de la energía nuclear, sin perjuicio de lo establecido en la Ley 12/2011, de 27 de mayo, sobre responsabilidad civil por daños nucleares o producidos por materiales radiactivos. No obstante lo anterior, sí se entenderán incluidos todos los daños directos ocasionados en una instalación nuclear asegurada, cuando sean consecuencia de un acontecimiento extraordinario que afecte a la propia instalación.

f) Those due to the mere action of the weather, and in the case of totally or partially permanently submerged items, those attributable to the mere action of the waves or ordinary currents.

g) Los producidos por fenómenos de la naturaleza distintos a los señalados en el apartado 1. a) anterior y, en particular, los producidos por elevación del nivel freático, movimiento de laderas, deslizamiento o asentamiento de terrenos, desprendimiento de rocas y fenómenos similares, salvo que éstos fueran ocasionados manifiestamente por la acción del agua de lluvia que, a su vez, hubiera provocado en la zona una situación de inundación extraordinaria y se produjeran con carácter simultáneo a dicha inundación.

h) Los causados por actuaciones tumultuarias producidas en el curso de reuniones y manifestaciones llevadas a cabo conforme a lo dispuesto en la Ley Orgánica 9/1983, de 15 de julio, reguladora del derecho de reunión, así como durante el transcurso de huelgas legales, salvo que las citadas actuaciones pudieran ser calificadas como acontecimientos extraordinarios de los señalados en el apartado 1. b) anterior.

i) Those caused by bad faith by the Insured.

j) Los derivados de siniestros por fenómenos naturales que causen daños a los bienes o pérdidas pecuniarias cuando la fecha de emisión de la póliza o de efecto, si fuera posterior, no preceda en siete días naturales a aquél en que ha ocurrido el siniestro, salvo que quede demostrada la imposibilidad de contratación anterior del seguro por inexistencia de interés asegurable. Este período de carencia no se aplicará en el caso de reemplazo o sustitución de la póliza, en la misma u otra entidad, sin solución de continuidad, salvo en la parte que fuera objeto de aumento o nueva cobertura. Tampoco se aplicará para la parte de los capitales asegurados que resulte de la revalorización automática prevista en la póliza.

k) Those for losses which occurred prior to payment of the first premium or when, in accordance with the provisions of the Insurance Contract Law, the cover from the Insurance Compensation Consortium is suspended or the insurance is cancelled due to the premiums not being paid.

l) En el caso de los daños a los bienes, los indirectos o pérdidas derivadas de daños directos o indirectos, distintos de las pérdidas pecuniarias delimitadas como indemnizables en el Reglamento del seguro de riesgos extraordinarios. En particular, no quedan comprendidos en esta cobertura los daños o pérdidas sufridas como consecuencia de corte o alteración en el suministro exterior de energía eléctrica, gases combustibles, fuel-oil, gasoil, u otros fluidos, ni cualesquiera otros daños o pérdidas indirectas distintas de las citadas en el párrafo anterior, aunque estas alteraciones se deriven de una causa incluida en la cobertura de riesgos extraordinarios.

m) Losses which, due to their magnitude and seriousness, are classified by the National Government as a "national catastrophe or disaster".

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

n) En el caso de la responsabilidad civil en vehículos terrestres automóviles, los daños personales derivados de esta cobertura.

3. EXCESS

I. La franquicia a cargo del asegurado será:

a) En el caso de daños directos, en los seguros contra daños en las cosas la franquicia a cargo del asegurado será de un siete por ciento de la cuantía de los daños indemnizables producidos por el siniestro. No obstante, no se efectuará deducción alguna por franquicia a los daños que afecten a viviendas, a comunidades de propietarios de viviendas, ni a vehículos que estén asegurados por póliza de seguro de automóviles.

b) En el caso de pérdida de beneficios, la franquicia a cargo del asegurado será la misma prevista en la póliza, en tiempo o en cuantía, para daños que sean consecuencia de siniestros ordinarios de pérdida de beneficios. De existir diversas franquicias para la cobertura de siniestros ordinarios de pérdida de beneficios, se aplicarán las previstas para la cobertura principal.

c) Cuando en una póliza se establezca una franquicia combinada para daños y pérdida de beneficios, por el Consorcio de Compensación de Seguros se liquidarán los daños materiales con deducción de la franquicia que corresponda por aplicación de lo previsto en el apartado a) anterior, y la pérdida de beneficios producida con deducción de la franquicia establecida en la póliza para la cobertura principal, minorada en la franquicia aplicada en la liquidación de los daños materiales.

II. En los seguros de personas no se efectuará deducción por franquicia.

4. EXTENT OF THE COVER

1. La cobertura de los riesgos extraordinarios alcanzará a los mismos bienes o personas, así como las mismas sumas aseguradas que se hayan establecido en las pólizas de seguro a efectos de la cobertura de los riesgos ordinarios.

2. No obstante lo anterior:

a) En las pólizas que cubran daños propios a los vehículos a motor la cobertura de riesgos extraordinarios por el Consorcio de Compensación de Seguros garantizará la totalidad del interés asegurable aunque la póliza ordinaria sólo lo haga parcialmente.

b) Cuando los vehículos únicamente cuenten con una póliza de responsabilidad civil en vehículos terrestres automóviles, la cobertura de riesgos extraordinarios por el Consorcio de Compensación de Seguros garantizará el valor del vehículo en el estado en que se encuentre en el momento inmediatamente anterior a la ocurrencia del siniestro según precios de compra de general aceptación en el mercado.

c) En las pólizas de seguro de vida que de acuerdo con lo previsto en el contrato, y de conformidad con la normativa reguladora de los seguros privados, generen provisión matemática, la cobertura del Consorcio de Compensación de Seguros se referirá al capital en riesgo para cada asegurado, es decir, a la diferencia entre la suma asegurada y la provisión matemática que la entidad aseguradora que la hubiera emitido deba tener constituida. El importe correspondiente a la provisión matemática será satisfecho por la mencionada entidad aseguradora.

COMUNICACIÓN DE DAÑOS AL CONSORCIO DE COMPENSACIÓN DE SEGUROS

1. La solicitud de indemnización de daños cuya cobertura corresponda al Consorcio de Compensación de Seguros, se efectuará mediante comunicación al mismo por el tomador del seguro, el asegurado o el beneficiario de la póliza, o por quien actúe por cuenta y nombre de los anteriores, o por la entidad aseguradora o el mediador de seguros con cuya intervención se gestionara el seguro.

2. La comunicación de los daños y la obtención de cualquier información relativa al procedimiento y al estado de tramitación de los siniestros podrá realizarse:

- mediante llamada al Centro de Atención Telefónica del Consorcio de Compensación de Seguros (952 367 042 ó 902 222 665)
- a través de la página web del Consorcio de Compensación de Seguros (www.consorseguros.es)

3. Valoración de los daños: La valoración de los daños que resulten indemnizables con arreglo a la legislación de seguros y al contenido de la póliza de seguro se realizará por el Consorcio de Compensación de Seguros, sin que éste quede vinculado por las valoraciones que, en su caso, hubiese realizado la entidad aseguradora que cubriese los riesgos ordinarios.

4. Abono de la indemnización: El Consorcio de Compensación de Seguros realizará el pago de la indemnización al beneficiario del seguro mediante transferencia bancaria.

DRAWING UP, EFFECT, DURATION AND CANCELLATION OF INSURANCE CONTRACT

How is it finalised?

This Contract is finalised with the permission given by the parties when they sign the POLICY.

When does it start?

The guarantees of this Contract come into effect on the day and at the time set out in the POLICY, once the Contract has been finalised, providing the first PREMIUM bill has been paid.

How long is the insurance contract?

The duration of the Agreement is indicated in the Special Conditions.

Can the POLICY be extended?

Yes, at the end of it. Unless agreed otherwise, the POLICY will be taken to be extended automatically for a period of 1 year, and soon successively at the end of each year.

How do I cancel the POLICY?

En cada vencimiento anual las partes pueden oponerse a la prórroga del contrato mediante una notificación escrita a la otra parte, efectuada con un plazo de al menos un mes de anticipación a la conclusión del periodo de seguro en curso cuando quien se oponga a la prórroga sea el tomador, y de dos meses cuando sea el asegurador. También después de un siniestro, podrá cancelarse el contrato por mutuo acuerdo entre las partes o por parte de REALE si tiene conocimiento de la agravación del riesgo y no ha sido comunicada por el tomador o asegurado de conformidad con lo establecido en el apartado relativo a las Bases del Contrato.

BASES OF THE CONTRACT

The Contract is entered into on the basis of the declarations made by the insurance POLICYHOLDER and that lead to the acceptance of the risk by REALE. In any event, prior to the entering into of the Insurance Contract, the POLICYHOLDER has declared to REALE, in accordance with the questionnaire included in this POLICY, all of the circumstances known to them and that may influence the valuation of the risk by REALE.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

Should the content of this POLICY differ from the insurance proposal or the agreed clauses, the insurance POLICYHOLDER may require REALE in the period of one month as of the delivery of the POLICY to rectify the divergence. Once this period has elapsed without the claim being lodged, the provisions of the POLICY will be observed.

El TOMADOR o ASEGURADO deberán durante el curso del Contrato comunicar a REALE, tan pronto como les sea posible, la alteración de los factores y circunstancias declaradas en el cuestionario antes previsto que agraven el riesgo y sean de tal naturaleza que si hubieran sido conocidas por REALE en el momento de la perfección del Contrato no lo habría celebrado o lo habría concluido en condiciones más gravosas.

In the event of aggravation of the risk, REALE may cancel this insurance Contract, informing the INSURED in writing within one month as of the day on which it learned of said aggravation.

When REALE decides to reject a loss, based on the rules of the POLICY, it must inform the insurance POLICYHOLDER and/or INSURED in writing, stating the reasons for it.

Should the rejection of a loss be appropriate after having made payments charged to it, REALE may claim from the INSURED the sums paid or those that by virtue of a bond it may have had to pay.

THE INSURANCE PREMIUM

How should it be paid?

The first PREMIUM will be paid on finalisation of the Contract (when the Contract is signed by all the parties), and successive payments on its respective due dates.

Where is it paid?

The payment of a PREMIUM will be made by direct debit charged to the account indicated to this effect in the POLICY or through the participating intermediary in the POLICY.

What happens if the premium is paid late?

In the event of a delay in the payment of the first premium, REALE's obligations will begin at midnight on the day on which the payment is made.

What happens when payment is not made?

If, due to the fault of the POLICYHOLDER, the first PREMIUM is not paid, REALE may resolve the Contract.

If the first PREMIUM has not been paid and the loss occurs, REALE will be released from its obligation.

Is there a period for paying the PREMIUM of the annual tacit renewals?

Yes, the PREMIUM of the renewal will be paid on its due date.

In the event of non-payment of one of the following PREMIUMS, the cover of REALE will be suspended one month after its due date or REALE may require the payment of the PREMIUM by enforcement procedure.

REALE may claim the payment of the PREMIUM within the six months following the due date of it. In the event that this claim is not lodged in this time, the Contract will be terminated.

In the event that the premium is paid once the agreement has been suspended, REALE's cover will come back into effect at midnight on the day that the payment is made.

What if there are part payments?

If the PREMIUM of an annual period of cover has been part paid, the POLICYHOLDER must pay the full amount of the annual PREMIUM, **even in the event of the disappearance of the risk or total loss of the vehicle.**

How is the insurance PREMIUM calculated?

The following are determining factors for the calculation of the PREMIUM for the various guarantees:

1) Of the vehicle:

- The type
- The Make/Model/Version
- Its intended use
- The age
- The value

2) Of the named driver(s):

- Their address
- Their age
- How long holding a licence
- Their licence points

Any change to these factors affects the insurance PREMIUM and must be communicated to REALE as should under-insurance occur, the PROPORTIONAL RULE would apply.

¿How do I renew the premium?

Respecto a las renovaciones anuales de póliza, en cada prórroga del contrato, la prima se calculará de acuerdo con la tarifa que, basada en criterios técnico-actuariales, tenga la Compañía en vigor en el momento de la emisión del recibo, teniendo en cuenta, además, las modificaciones de garantías o las causas de agravación o disminución del riesgo que se hubieran producido. REALE, con dos meses de anterioridad al vencimiento del contrato, notificará al Tomador las primas aplicables para cada nuevo período de cobertura.

WHAT TO DO IN THE EVENT OF A LOSS

What should I do?

You should inform REALE as soon as possible, within a MAXIMUM OF 7 DAYS as of learning of the loss.

You should also notify REALE of any judicial, extra-judicial or administrative notification that comes into your possession or knowledge and that is related to the loss.

It will provide all class of information about the circumstances and consequences and use every means available to it to reduce the consequences of the loss.

Communication of the loss should be made:

- In REALE offices or through your Broker.
- On to report any loss.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

- On 902 565 477 to request the services provided through the travel assistance guarantee.

Urgent Repairs

The INSURED is authorised to carry out urgent repairs to the INSURED VEHICLE to enable them to continue using it.

For the sole purpose of this authorisation, **emergency repairs will be exclusively considered as those affecting the windows, windscreen wipers, lights and steering wheel lock.**

You should enclose the repair bill with the declaration of loss, which will be reimbursed by REALE when cover of the damages exists through the guarantees contracted.

COMPENSATION

How is the amount of the damages evaluated?

- In Civil Liability

In accordance with the agreement with the injured party, or their representatives, or with a court ruling. Compensation derived from damages caused to persons covered by this policy will be determined by applying the Valuation System contained in the Appendix of the Revised Text of the Motor Vehicle Traffic Civil Liability and Insurance Act for damages caused to persons in traffic accidents.

- In the remaining guarantees:

1. The loss is verified and its consequences evaluated by mutual accord through the appraisal of the damages within the 3 working days after receipt of the declaration of the loss providing the nature of the damages so permit and the garage where the repair is being done has been indicated.
2. Damages will be valued according to the cost of their repair or replacement in the case of partial damages without the cost being higher than its COMPENSATION LIMIT.
3. To receive the compensation, the insured must submit the relevant bills.
4. In the event of write-off, the value of the remains, which will be the property of the INSURED, will be subtracted from the CAPITAL SUM INSURED.
5. En caso de SINIESTRO TOTAL, el contrato quedará extinguido a la fecha del mismo y REALE tendrá derecho a hacer suya la prima del período en curso, así como las fracciones de prima pendientes de abonar del total de la prima anual.
6. En caso de SINIESTRO TOTAL, el capital asegurado en concepto de "accesorios" sufrirá igual depreciación que la establecida para calcular la indemnización del valor del vehículo.

When are loss adjusters named?

Should there be no agreement in amicable appraisal of the damages, within the 40 days following receipt of the declaration of loss, each party will name a loss adjuster, with written record of their acceptance. Should either of the parties not have done it, they may be required by the other to this effect, and they must name the relevant loss adjuster in the 8 days following the requirement, considering that failing an appointment they must accept the ruling of the other party's loss adjuster and are bound by it.

Who pays the loss adjusters?

The cost of the loss adjusters will be met by each party. If there is no agreement between the loss adjusters, a third loss adjuster will be named, the cost of whom will be shared in equal parts between the Insured and REALE.

COMMON FILES

Pursuant to the legal provisions set down in article 25.4 of Royal Legislative Decree 6/2004, of 29 October, approving the revised text of the Private Insurance Administration and Supervision Act, the insurance institutions, through the Spanish Union of Insurance and Reinsurance Institutions (UNESPA), have created the following files:

• **Fichero Histórico de Seguros de Automóviles**, cuya finalidad es la tarificación y selección de riesgos. El Fichero se constituye con las información aportada por las Entidades Aseguradoras en el que se recogen sus antecedentes siniestros de los cinco últimos años, en los términos expresados en la Ley de Responsabilidad Civil y Seguro.

Le comunicamos que los datos sobre su contrato de seguro del automóvil y los siniestros vinculados a éste, de los últimos cinco años, si los hubiere, serán cedidos al citado fichero común.

• **Common Historic Record File of total loss, fires and theft of car insurance.** The purpose of the foregoing file, constituted with the information provided by the insurance companies, is to prevent and detect fraud, whether by alerting the insurance company at the time the policy is arranged or whether by detecting fraud that has already been committed in the claims declared.

The file contains all information that appears in the insurance contract, including personal information, as well as the claims declared and the settlements paid out.

Likewise, for the purpose of localising stolen cars, there will be access to information available at CENTRO ZARAGOZA and the State Security Forces, for the sole purposes of performing the necessary checks on cars that are localized in order to inform the insurance company of its availability to the owner or, where applicable, that the car has been compensated by the insurance company itself.

Please be informed that, in the event of total loss, whether caused by damage, fire or theft, the data regarding your car insurance contract and the information related to the claim will be transferred to the corresponding common file.

If you wish to exercise your rights to access, amend, cancel or contest the data in question, please contact: TIREA, Ctra. Las Rozas a El Escorial Km 0,3 Las Rozas 28231 MADRID, identifying yourself by means of your ID Card, Passport or Foreign Resident Card, or any other valid document that identifies you and, in the event that a representative is acting on your behalf, the express authorization from the party concerned. These measures are necessary to prevent an individual other than the party concerned from exercising their rights. In the event that the address shown on the identity document differs from the address to where the information is requested to be sent, the documents and correspondence will be sent to the address that appears on the identity document, unless required otherwise and fully accredited. As this is a personal right, the strictest safeguards should be in place to ensure that the individual exercising the right is the party concerned and to protect the privacy and confidentiality of their data.

General terms and conditions

POLICY NO/SPT. 3021700137211 / 0

RESOLVING COMPLAINTS AND CLAIMS

En cumplimiento de la Orden ECO/734/2004, de 11 de marzo, sobre los departamentos y servicios de atención al cliente y el defensor del cliente de las entidades financieras, Reale Seguros Generales, S.A., dispone de un Servicio de Atención y Defensa del Cliente, sito en la calle Príncipe de Vergara, 125, (28002 Madrid) y cuya dirección de correo electrónico es serviciodeatencionydefensa.clientes@reale.es.

La misión de dicho Servicio es la de atender y resolver las quejas y reclamaciones que presenten las personas físicas o jurídicas que reúnan la condición de usuario de los servicios de Reale, siempre que tales quejas y reclamaciones se refieran a sus intereses y derechos legalmente reconocidos, ya deriven de los contratos, de la normativa de transparencia y protección de la clientela o de las buenas prácticas y usos del sector asegurador. Las quejas o reclamaciones podrán presentarse personalmente en cualquiera de las oficinas de Reale abiertas al público. Así mismo, dispondrán de un teléfono de información gratuito 900 211 021. A tal efecto existen formularios de queja o reclamación a disposición de los clientes en todas las oficinas de Reale. Asimismo pueden presentarse mediante correo certificado dirigido al Servicio de Atención y Defensa del Cliente de Reale, a la dirección señalada, utilizando los mismos modelos indicados anteriormente, o a través de correo electrónico, debiendo ajustarse, para este último supuesto, a las exigencias previstas en la Ley 59/2003 de 19 de diciembre, de firma electrónica.

El Servicio de Atención y Defensa del Cliente deberá resolver la Queja o Reclamación en el plazo previsto en el reglamento. En caso de no estar conforme con la resolución emitida por el Servicio de Atención y Defensa del Cliente, su reclamación puede ser tramitada, en Segunda Instancia, por el Defensor del Cliente, Cl. Velázquez, nº 80, 1º D, CP. 28001 MADRID, Tf. 913104043, Fax 913084991, e-mail reclamaciones@da-defensor.org o ante el Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones, órgano adscrito a la Dirección General de Seguros y Fondos de Pensiones, sito en el Paseo de la Castellana, 44 - 28046 Madrid, www.dgsfp.mineco.es/reclamaciones/index.asp o bien puede formular demanda ante los Juzgados de la jurisdicción civil. Se informa que la Entidad no está adherida a ninguna junta arbitral de consumo.

MEMBER STATE AND CONTROL AUTHORITY

REALE carries out its insurance activity in Spain, with the Directorate General of Insurance and Pension Funds attached to The Ministry of the Treasury responsible for controlling its activity.