

# Caser ReMoto

## General Conditions



 **902 11 20 30 - 91 155 34 72**

Questions, accidents, thefts, damages and workshops

 **91 055 16 16**

Incidents with ReMoto device

 **902 76 04 58 - 91 625 94 32**

Travel Assistance from Spain

 **+34 915 949 422**

Travel Assistance from abroad

 **caser**  
seguros

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# 1. WHAT KIND OF POLICIES ARE AVAILABLE?

**Basic third-party**

**Fire third-party**

**Extended third-party**

**Damage to own vehicle with excess**



## 2. WHAT DOES EACH POLICY COVER?

### **Policies and what they cover**

#### **Basic third-party**

- Compulsory civil liability.
- Voluntary civil liability.
- Individual rider accidents.
- Legal defence and claims for damages.
- ReMoto rescue.

#### **Fire third-party**

- All basic third-party cover.
- Fire.

#### **Extended third-party**

- All fire third-party cover.
- Theft.

#### **Damage to own vehicle**

- All extended third-party cover.
- Damage to own vehicle with excess.

#### **Optional extra cover available for all products**

- Travel assistance.
- Damage to helmet and motorcycle outfits.
- Courtesy motorcycle.
- Benefit for loss of drivers' licence.



## 3. WHAT DOES YOUR BASIC THIRD-PARTY POLICY COVER?



### **Injuries and damage caused to third parties while riding motorcycle**

Compulsory and voluntary civil liability.



### **Injuries to the rider on your motorcycle**

Individual accidents.



### **Legal defence and claim for damages suffered in the accident from the party at fault**

Legal defence and claims for damages.



### **ReMoto rescue**

In case of Emergency, we contact 112.



## 4. WHAT DOES YOUR FIRE THIRD-PARTY POLICY COVER?



### **Injuries and damage caused to third parties while riding your motorcycle**

Compulsory and voluntary civil liability.



### **Injuries to the rider on your motorcycle**

Individual accidents.



### **Legal defence and claim for damages suffered in the accident from the party at fault**

Legal defence and claims for damages.



### **ReMoto rescue**

In case of Emergency, we contact 112.



### **Fire or explosion of the motorcycle and fire extinction costs**

Fire.



## 5. WHAT DOES YOUR EXTENDED THIRD-PARTY POLICY COVER?



### **Injuries and damage caused to third parties while riding your motorcycle**

Compulsory and voluntary civil liability.



### **Injuries to the rider on your motorcycle**

Individual accidents.



### **Legal defence and claim for damages suffered in the accident from the party at fault**

Legal defence and claims for damages.



### **ReMoto rescue**

In case of Emergency, we contact 112.



### **Fire or explosion of the motorcycle and fire extinction costs**

Fire.



### **Theft of motorcycle**

Theft.





## 6. WHAT DOES YOUR DAMAGE TO OWN VEHICLE POLICY COVER?



### **Injuries and damage caused to third parties while riding your motorcycle**

Compulsory and voluntary civil liability.



### **Injuries to the rider on their motorcycle**

Individual accidents.



### **Legal defence and claim for damages suffered in the accident from the party at fault**

Legal defence and claims for damages.



### **ReMoto rescue**

In case of Emergency, we contact 112.



### **Fire or explosion of the motorcycle and fire extinction costs**

Fire.



### **Theft of motorcycle**

Theft.



### **Damage to motorcycle resulting from an impact, fall or collision**

Damage to own vehicle with excess.

Below we will explain the cover provided with each type of policy.

# 7. SUMMARY OF COVERS

POLICY				COVER	WHAT DOES IT COVER?	
DAMAGE TO OWN VEHICLE	EXTENDED THIRD-PARTY	FIRE THIRD-PARTY	BASIC THIRD-PARTY	COMPULSORY CL	Injuries or damage caused to third parties while riding your motorcycle	
				VOLUNTARY CL		
				INDIVIDUAL ACCIDENTS	Compensation to rider of the motorcycle due to death, disability and medical costs as a result of a traffic accident	
				LEGAL DEFENCE	Criminal defence in the event of a traffic accident  Claim for damages from the party at fault Defence against administrative traffic sanctions and fines	
					REMOTO RESCUE	If your device detects that your motorcycle has been involved in an accident, CASER will call the Insured on the mobile phone number provided when they purchased the policy.
					FIRE	Compensation for damage to your motorcycle as a result of fire, lightning or explosion  Cost of intervention of the fire brigade
					TOTAL THEFT	Compensation for the value of your motorcycle in the event of theft
					DAMAGE TO OWN VEHICLE	Compensation for damage to your motorcycle as a result of impact, collision or other causes
OPTIONAL COVER				TRAVEL ASSISTANCE	<b>FOR THE MOTORCYCLE</b> Assistance required for your motorcycle due to: Breakdown, accident, shortage of fuel, theft of keys or tyre puncture  <b>FOR PASSENGERS</b> When the motorcycle cannot continue operating Due to illness among one or more passengers Health care overseas	
				DAMAGE TO HELMET AND MOTORCYCLE OUTFITS	Compensation for damage to helmet and clothing as a result of a reported accident	
				COURTESY MOTORCYCLE	If the motorcycle has been immobilised as a result of a traffic accident, or in the event of theft, CASER shall provide a courtesy motorcycle	
				BENEFIT FOR LOSS OF DRIVERS' LICENCE	Compensation due to temporary suspension or loss of drivers' licence	

COVER PURCHASED

OPTIONAL COVER

COVER NOT INCLUDED

	POLICY			COVER	TO BE TAKEN INTO ACCOUNT/LIMITS (*)	
DAMAGE TO OWN VEHICLE	EXTENDED THIRD-PARTY	FIRE THIRD- PARTY	BASIC THIRD- PARTY	COMPULSORY CL	Personal: Up to €70,000,000 Material: Up to €15,000,000	
				VOLUNTARY CL	€50,000,000 in excess of limits above	
				INDIVIDUAL ACCIDENTS	Cover will be provided for the items stipulated in the Particular Conditions Unlimited health care assistance at approved health care providers and up to €6,000 at other health care providers within 1 year	
				LEGAL DEFENCE	Choice of legal representation: Up to €1,500 Bail: Up to €6,000	
				REMOTO RESCUE	The ReMoto app must be configured and the ReMoto assist device connected	
	OPTIONAL COVER	EXTENDED THIRD-PARTY	FIRE THIRD- PARTY	BASIC THIRD- PARTY	FIRE	Compensation for damage as a result of fire, up to the market value of the motorcycle, minus remnants
					THEFT	Market value of the motorcycle
					DAMAGE TO OWN VEHICLE	The Insured will pay the excess stipulated in the Particular Conditions in each claim
					TRAVEL ASSISTANCE	<b>FOR THE MOTORCYCLE</b> From kilometre 0 Cost of storage and deposit of the motorcycle involved in an accident or damaged, up to a limit of €300 per annum. Cost of recovering motorcycle, capped at €300 per annum <b>FOR PASSENGERS</b> Hotel costs in Spain and overseas: €80 per night, up to 10 days Medical costs overseas (up to €6,000)
OPTIONAL COVER	EXTENDED THIRD-PARTY	FIRE THIRD- PARTY	BASIC THIRD- PARTY	DAMAGE TO HELMET AND MOTORCYCLE OUTFITS	Up to €1,500 a year	
				COURTESY MOTORCYCLE	Up to 10 days in the event of damage due to a collision Up to 15 days in the event of a write-off due to a collision Up to 30 days in the event of theft In all cases, cover for motorcycle rental will be capped at €50 per diem	
				BENEFIT FOR LOSS OF DRIVERS' LICENCE	Monthly compensation for months in which the rider does not have a valid licence, up to a maximum agreed in the Particular Conditions	

■ COVER PURCHASED   
■ OPTIONAL COVER   
■ COVER NOT INCLUDED

(\*) The limits to cover are described in detail in the previous table

		POLICY	COVER	IN THE EVENT OF A CLAIM
DAMAGE TO OWN VEHICLE	EXTENDED THIRD-PARTY	FIRE THIRD-PARTY	COMPULSORY CL	Inform the Insurer within 7 days Provide all information and cooperate with CASER. We will take care of everything
			VOLUNTARY CL	
		BASIC THIRD-PARTY	INDIVIDUAL ACCIDENTS	Send CASER documentation confirming the damage or expense incurred
			LEGAL DEFENSE	CASER will handle your legal defence and claim for damages If you decide to choose your own legal representation, inform CASER You must always cooperate with us and send us any documentation and notifications you receive
	OPTIONAL COVER	BASIC THIRD-PARTY	REMOTO RESCUE	If your ReMoto recovery device detects that your motorcycle has been involved in an accident, CASER will call the Insured on the mobile phone number provided when they purchased the policy
			FIRE	You must submit the relevant declaration to the competent authority
			TOTAL THEFT	You must submit the relevant report to the competent authority
			DAMAGE TO OWN VEHICLE	Inform the Insurer within 7 days Provide all information and cooperate with CASER. We will take care of everything
OPTIONAL COVER	BASIC THIRD-PARTY	TRAVEL ASSISTANCE	Request services from CASER: If you are in Spain, call us on 902 760 458 If you are overseas, call us on +34 91 594 94 22	
		DAMAGE TO HELMET AND MOTORCYCLE OUTFITS	You must request the services of CASER by calling the travel assistance numbers Send CASER the invoice for the cost of the damaged component and the no-fault declaration of the accident	
		COURTESY MOTORCYCLE	You must request the services of CASER by calling the TRAVEL ASSISTANCE numbers In the event of robbery or theft, submit police report	
		BENEFIT FOR LOSS OF DRIVERS' LICENCE	Send CASER documentation confirming the damage incurred	

■ COVER PURCHASED   
 ■ OPTIONAL COVER   
 ■ COVER NOT INCLUDED



## 8. TERMS USED IN YOUR CONTRACT

### Relating to people

#### Insurer

CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter referred to as CASER, with its registered office at Avenida de Burgos 109, Madrid 28050 - Spain, which, by way of the collection of the relevant premiums, assumes responsibility for providing cover for the contractually agreed risks, with its activities under the control and supervision of the General Insurance and Pension Funds Directorate of the Ministry of Economy and Finance.

#### Policyholder

The natural or legal person who, together with the Insurer, signs this contract and assumes the obligations contained herein except for those that, due to their nature, must be met by the Insured.

#### Insured

The natural or legal person owner of the interest which is the object of the insurance who, in the absence of the Policyholder, assumes the obligations derived from the contract.

#### Owner

The natural or legal person recognised as having ownership of the motorcycle covered by this Policy before the competent authorities.

#### Beneficiary

The natural or legal person entitled to receive compensation.

## Rider

The person or persons to legally authorised operate or hold in their possession or under their responsibility the insured motorcycle with the authorisation of the Insured or Owner of the motorcycle at the time of the claim.

The motorcycle is only operated by the person or persons named in the Particular Conditions. The declared characteristics of said person(s) form the basis for the calculation of the Premium.

# Relating to the contract

## Effective date

The start date and time of the cover, as indicated in the Particular Conditions.

If the accident occurs before this date and time, CASER shall not be liable for the consequences of the claim.

## Premium

The price of the insurance. The invoice for the premium will also set out the surcharges, rates and taxes applicable under the law.

The premium, which is set in accordance with the principle of free competition in the insurance market, may be amended in order to allow CASER to meet all of its obligations in accordance with the insurance contract.

## Policy

The document that contains the conditions governing the insurance. The following are an integral part of the Policy: The General Conditions; the Particular Conditions that personalise risk; the Special Conditions, where applicable; and supplements and annexes thereto issued to complement or amend the Policy.

## Insured amount or limit of cover

Maximum amount paid per claim under each policy.

## Insured motorcycle

A category 3 vehicle, with its standard elements and optional elements as identified in the Particular Conditions of the insurance policy.

## Traffic-related event

Those derived from the risk created by the operation of motor vehicles in garages and car parking facilities, as well as on public and private roads and land suitable for traffic, both urban and inter-urban, and on roads and land that, while not suitable for such use, are in common use.

**“Traffic-related events” shall not include events derived from participation in sports competitions involving motor vehicles on circuits specially intended or adapted for such events.**

**In addition, the use of a motor vehicle as an instrument for the commission of intentional crimes against persons or property will not be considered a traffic-related event.** The use of a motor vehicle in any manner described in the Penal Code as conduct that constitutes a crime against road safety, including conduct described in Article 382 of the Penal Code, will be considered a traffic-related event.

## Usual driving zone

This is understood to be , for the purposes of the contract premium, the policy holder’s domicile/address.

## Category 3 vehicles

Two- or three-wheeled vehicles. Category 3 vehicles will include scooters, three-wheelers, motorcycles, mopeds and similar vehicles. This category also includes quad bikes.

## Standard and/or optional elements

These are defined as follows:

- Standard elements are those elements included with that model of motorcycle by the manufacturer at no extra cost, and which cannot be acquired in the market.
- Optional elements are elements expressly sought by the buyer of the motorcycle or included as an additional extra to standard elements as a gift or special promotion by the dealership or vendor.

All optional elements must be listed in the Particular Conditions with their wording.

### Acquisition value

The amount paid by the Owner, according to the purchase invoice, for the insured motorcycle, including surcharges and taxes payable under the law in order to circulate on public roads, except when these amounts can be recorded as a tax deduction by the Owner. The acquisition value only includes those standard elements that are part of the motorcycle and optional elements expressly specified in the Particular Conditions.

### Market value

The sale value of the insured motorcycle immediately prior to an event that gives rise to a claim. This market value will be calculated as a function of the price of a motorcycle with identical characteristics, in the same condition and of the same age in the second-hand vehicle market, using as a point of reference information contained in the statistical bulletin for the quarter in which the claim is made published by the Spanish motor vehicle dealers' association (most commonly referred to as "GANVAM blanco" or "GANVAM with sale values") or in a similar publication that replaces it, with the appropriate corrections if the motorcycle can be recognised.

### First loss

The maximum compensation limit in the event of a claim will be the amount specified in the Particular Conditions as the first loss amount. Once the claim has been made, if the Policyholder wants the cover again they will have to replenish the Premium prorata up to the next due date.

## Relating to the claim

### Claim

Any act whose consequences are covered by one or more of the products the object of the insurance.

The damage derived from a single event will be considered a single claim.

### Excess

An amount agreed in the Particular Conditions to be paid by the Insured in each claim, with CASER to pay only the amount above this excess.

### Physical Injury

Bodily injury or death caused to natural persons.

### Material damage

Damage to, or the impairment or destruction of, property and harm to animals.



### Total loss

A situation that arises when the cost of repairing the damaged motorcycle exceeds 75% of its market value or, where applicable, of its acquisition value (if this cover is applicable)

### Unlawful removal

Unlawful removal refers to the commission or attempted commission of theft or the actual or attempted use of vehicles described in the Penal Code.

### Theft of the entire vehicle

The motorcycle will be considered to have been stolen if it has not been recovered within forty (40) days of the theft being reported to the Insurer.

The recovery date of the insured motorcycle will be the date on which it is recovered by the competent authority.



## 9. DETAILS OF COVERS

The Particular Conditions of the contract set out the details of cover provided under the Policy for your motorcycle. If they do not appear on the list, they are not covered by your policy.

### 9.1 Compulsory civil liability insurance

Cover regulated in the Motor Vehicle Public Liability and Insurance Act and other implementing provisions.

#### What does it consist of and what does it cover?

The payment of compensation for injury or damage caused to persons or property as due to the rider or owner of the motorcycle up to the legal limit as a consequence of a traffic-related event, for which it is liable.

#### What is NOT covered?

Apart from the “General Exclusions of the Policy”, the following items are not covered:



##### Personal injuries:

- **Resulting from injuries or the death of the rider of the insured motorcycle.**
- **Caused to other persons if it is proved that these injuries were due solely to:**
  - a. **The conduct or negligence of the victim.**
  - b. **Force majeure other than the act of riding or operating the motorcycle.**



#### **Material damage:**

- To the insured motorcycle.
- To items transported on the motorcycle.
- To items that are property of the Insured, the Owner or the rider, as well as damage to items of the de facto partner or relatives of said persons up to the third degree of consanguinity or affinity.

## **9.2 Voluntary civil liability insurance**

### **What does it consist of and what does it cover?**

This cover is complementary to that provided under the compulsory insurance and only covers compensation in excess of the cover provided by said compulsory insurance.

### **What is NOT covered?**

Apart from the “General Exclusions of the Policy” and items not covered by the compulsory civil liability insurance, damage caused by items carried on the motorcycle are excluded.

For cover provided under compulsory and voluntary civil liability insurance, the following should be considered in the event of a claim:



The Insured will not be able to negotiate, admit or refuse any complaints in relation to claims covered by this contract without the authorisation of intervention of CASER.



CASER will be able to reach an agreement with injured parties in relation to compensation claimed within the limits of the contract.



CASER will be able to claim from the Insured, owner or rider compensation paid to the injured party if the claim is excluded under the terms of the contract.

## 9.3 Individual accidents involving the rider of the insured motorcycle

### What does it cover?

The payment of compensation as a result of death, permanent disability or health care costs the result of a traffic accident, up to the limits and to the occupants specified in the Particular Conditions.



#### Death

CASER will pay the amount specified in the Particular Conditions to the beneficiaries named by the Insured, **provided that death occurs within two (2) years after the event that gives rise to the claim and as a consequence of the same.**

If the Insured has not named beneficiaries, the beneficiaries will be chosen in the following order:

- The spouse (from whom the Policyholder is not legally separated) or de facto partner, provided that they live with the victim.
- The children in equal parts.
- The parents in equal parts.
- All other heirs in equal parts, in the order specified in the law.



#### Permanent disability

This refers to the irreversible physical or mental situation of the Insured as a result of a traffic accident covered by the policy.

CASER will pay the amount applicable to the capital agreed in this policy the percentage applicable in accordance with the following scale:

## Scale of permanent partial disability

Disability due to	Complete paralysis	100 %
	Incurable mental derangement	100 %
	Total blindness	100 %
Total loss or loss of use of	Both arms, hands, legs or feet; one arm and one leg or one foot; or one hand and one foot	100 %
	The arm or hand	60 %
	The thumb	20 %
	The index finger	15 %
	Another finger	8 %
	Shoulder movement	30 %
	Elbow movement	30 %
	Movement of the wrist	30 %
	The leg above the knee	60 %
	The leg, up to or below the knee, or the whole foot	60 %
	The big toe	10 %
	Another toe	5 %
	Hip or knee movement	60 %
	Ankle movement	20 %
	Movement of the subtalar joint	10 %
	Movement of the cervical, dorsal or lumbar column, with or without neurological manifestations	33 %
	The eye or a reduction in binocular vision of not less than half	30 %
	If vision in the other eye had already been lost prior to the accident	50 %
	Leg length reduction of not less than five centimetres	30 %
	Non-consolidated fracture of the leg or foot	25 %
	Non-consolidated fracture of the kneecap	20 %
	Full ablation of the lower jaw or total loss of the lower jaw	25 %
	Complete loss of hearing in both ears	40 %
	Complete loss of hearing in one ear	20 %
	If there was total deafness in the other ear prior to the accident	30 %

In cases of disability not referred to above, the payment will be determined using the scale of the Policy and will be proportionate to the seriousness of the disability.

**The total amount paid for more than one form of permanent partial disability cannot exceed the total amount payable specified in the Particular Conditions for disability. In addition, the sum of amounts paid for more than one form on disability to a particular policyholder or body cannot exceed the total amount payable specified for their total loss.**

Payments made for disability due to an accident are deducted from the amounts payable as a result of death.

CASER guarantees the rider a payout equal to double the amount agreed for disability in the Particular Conditions in the event of a major disability, or if the Insured has children under age or is an incapacitated adult.



Health care

## What does it consist of and what does it cover?

CASER will meet health care costs incurred as a result of injuries suffered in an accident involving the motorcycle, up to the amount specified in the Particular Conditions.

Health care costs shall refer to those costs required to heal injuries sustained in the accident. These costs include:

- Costs resulting from medical and hospital care.
- Pharmaceutical costs.
- The cost of transport required for medical treatment.

## What is NOT covered?

**Apart from the "General Exclusions of the Policy", the following items are not covered:**



**Aesthetic damage caused in the accident.**



**Consequences that result in a degree of disability equal to or less than 5 points.**



**The payment of compensation when the Insured refuses to be recognised by a physician appointed by CASER.**

## Things to remember in the event of a claim

- Provide CASER with the necessary documentation confirming the damage or expense incurred.
- If there is disagreement with the assessment of CASER, the provisions of Article 38 of the Insurance Contract Act shall apply. Under the terms of this article, each party will appoint an expert and, in the event of a difference of opinion, the assessment will be determined by a third party.

## 9.4 Legal expenses insurance

### What does it consist of?

CASER guarantees the provision of legal and extra-legal assistance to the Insured as a result of its intervention in administrative, judicial or arbitration proceedings resulting from a traffic accident, as well as the payment of costs incurred as a consequence of said intervention.

No member of personnel responsible for providing the legal assistance covered by this guarantee is engaged in any similar activity in another branch of law.

#### 9.4.1 Claim for damages


### What does it cover?


The following costs incurred in claiming damages from the parties responsible for the traffic accident involving the insured motorcycle, up to the limit specified in the Particular Conditions:

- Compensation payable as a result of injuries to or death of the rider and/or passengers.
- Damage to the motorcycle itself, as well as other material damage confirmed.

### What is NOT covered?

**Apart from the "General Exclusions of the Policy", the following items are not covered:**

-  **Claims made on behalf of any passenger of the insured motorcycle against the Insured or rider, or against CASER as a party with civil liability for damage caused by these parties.**

 Claims that are unfounded due to insufficient proof that would make them viable, or which are unfounded as a function of responsibility for the accident, as well as claims that are clearly out of step with the valuation of losses and damages sustained..

 Claims for damages of less than €300.

 Claims for wilful misconduct and those derived from contractual liability.

## 9.4.2 Criminal defence

### What does it cover?

The defence of the Insured in criminal proceedings in the event of a traffic accident covered by the policy, up to the limit set in the Particular Conditions.

This cover includes:

- Legal costs for defence in criminal proceedings.
- Bail.
- Costs.


### What is NOT covered?

Apart from the "General Exclusions of the Policy", the following items are not covered:

 Personal sanctions imposed directly on the Insured.

 Bail for intentional crimes.

 Defence for intentional or wilful acts, crimes against road safety or failure to provide assistance.

 Defence in legal cases resulting from riding under the influence of alcohol or drugs, narcotics or psychotropic substances, or when tests conducted after the accident reveal that the Insured had a blood alcohol level or alcohol level in exhaled air above the legal limit.



## 9.4.3 Defence in administrative traffic sanctions

### What does it cover?






The defence of the Insured in administrative traffic sanctions, up to the limit set in the Particular Conditions.

This cover includes:

- Legal advice against complaints and fines for infringements of the Law on Traffic, Motor Vehicle Traffic and Road Safety and its implementing regulations that is provided to the Insured or authorised rider named in the Particular Conditions due to events within Spain.
- This service will reach the owner of the insured vehicle when it is administrative manager as a result of being the owner, in accordance with the regulations indicated above.
- The preparation of disclaimers and administrative appeals against these sanctions, as well as appeals against enforced recovery procedures, handed down in execution of the same.

### What is NOT covered?

**Apart from the “General Exclusions of the Policy”, the following items are not covered:**

-  **Payment of the definitive penalty, which will be paid by the person on whom the penalty was imposed.**
-  **Defence against charges resulting from parking infringements and the rules for land goods and passenger transport.**
-  **Administrative appeals or any other appeals before legal bodies with ordinary jurisdiction.**
-  **Defence against charges in relation to events that occurred prior to the entry into force of the policy.**
-  **Costs derived from the submission of statements of defence before the appropriate administrative bodies.**

## 9.4.4 Defence against fines

### What does it cover?

The defence of the Insured against fines for traffic offences committed with the insured motorcycle within Spain and infringements of the Law on Traffic, Motor Vehicle Traffic and Road Safety and of its implementing regulations.

This cover includes:






- Legal advice over the phone in relation to infringements of the above regulations. This service will reach the owner of the insured vehicle when it is administrative manager as a result of being the owner, in accordance with the regulations indicated above, as well as the Insured and the authorised rider.
- The preparation of statements of defence against these sanctions, as well as appeals against enforced recovery procedures, handed down in execution of the same.

### Operation of the defence service against traffic fines

- The Insured must send a copy of the traffic infringement notice to CASER within 5 days of the date of the infringement or notification thereof.
- Once the requested documentation has been received, CASER will guide the Insured through the formalities to be completed and once the statements of defence has been written, these statements will be sent to the Insured (preferably by e-mail) with the necessary instructions for the Insured to sign and present to the competent administration.

### What is NOT covered?

**Apart from the "General Exclusions of the Policy", the following items are not covered:**

-  **Payment of the definitive penalty.**
-  **Defence against charges resulting from non-compliance with parking regulations and the rules for land goods and passenger transport.**
-  **Judicial reviews.**
-  **Defence against charges in relation to events that occurred prior to the entry into force of the policy.**
-  **Costs derived from the submission of statements of defence.**

## Things to remember in the event of a claim

- **Claims via no-fault channels (and therefore, all procedures and non-legal formalities required to obtain compensation for damages caused as a consequence of the accident) will be the exclusive responsibility of CASER.**
- **If an amicable agreement cannot be reached CASER will be able to initiate the legal claim through its lawyers, unless this claim is deemed non-viable or rash. In such cases, the policyholder will be able to pursue legal channels on their own behalf. If they are successful, we will reimburse them for costs up to the amount specified in the Particular Conditions.**
- **If an amicable agreement is reached and they consider it unsatisfactory, the policyholder will be able to pursue the claim on their own behalf. If they are successful, we will reimburse them for costs up to the amount specified in the Particular Conditions.**
- The policyholder will be able to appoint a lawyer and legal representative of their choice to represent and defend them in any legal proceedings. Under no circumstances will said lawyer and representative be under the instructions of the Company.
- CASER will reimburse the policyholder for costs incurred, up to the limit of the guidelines set by the Bar Association and the fee of the legal representative. Under no circumstances will the amount paid exceed the amount specified in the Particular Conditions.
- In the event of a conflict of interests (for example, if both parties are insured with CASER), the policyholder will be able to choose their own lawyer and legal representative, with the cost of these appointments to be paid by CASER up to the limit set in the Particular Conditions.
- The maximum limit set in the Particular Conditions is applied irrespective of the number of claimants or professionals in a single claim
- They will have the right to refer any difference that may arise with CASER in relation to the legal expenses insurance contract to arbitration. Arbitrators may not be appointed until the issue in dispute arises.
- Finally, remember your obligation to cooperate in legal proceedings, which include transferring to and informing CASER of all legal notifications received in respect of the claim as soon as possible.

## 9.5. ReMoto rescue assistance service

### Description

In the event of an accident, CASER will phone you to find out what your situation is, and provide the ReMoto rescue assistance service as quickly as possible.

### Requisites you must comply with for the service to work properly

You should set up these elements in order to activate the service:

- **Caser ReMoto** app: you must download the **Caser ReMoto** app from Google Play, if your phone has an Android operating system, or from the App Store if it has an iOS operating system, and install it on your smartphone. After you have downloaded and installed the app, you should first open it and register, then make sure that the Bluetooth, microphone access, storage permission, Internet connection, and location services of your mobile are activated at all times in order for the app to work properly.
- **Caser ReMoto** device: you should firmly attach it to a concealed place in your motorbike, such as inside the seat, the panniers, or the glove box.

The ReMoto rescue assistance service can only be provided by CASER after the elements described above have been correctly installed and are working properly.

## What is the service and what does it cover?

After you have correctly set up the app and the device, the **Caser ReMoto** app will detect the device whenever you are close to your motorbike, and the accelerometer, speedometer, GPS and inclinometer, among others, will begin accident detection. If you have an accident, the **Caser ReMoto** app will generate an alert indicating that the motorbike may have had an accident, and CASER will ring the telephone number that appears in the app to find out whether you need assistance. If you confirm that you have had an accident and/or that you need assistance, or if CASER phones the number three times without receiving an answer, it will initiate the operative procedures required to provide the service needed.

## Scope and limitations

This service is available from the moment when the device is connected with the app, **but will no longer be available if the insurance contract is terminated or if, for any other reason, the device is not operative, or the alarm is not generated by the app or not received by CASER.**

The **device and the Caser ReMoto app** will work when the following **conditions** are complied with:

- **The device has enough battery.** When the battery level is less than 20%, the app will send you an alert, and you should replace it with a CR2032 button battery.
- **The Caser ReMoto device is firmly attached to the motorbike.** It should not be placed in a solid metal compartment, as this could prevent it from being detected by the app.
- **The Caser ReMoto app is correctly set up, and the phone does not have any apps which block it or prevent it from running properly.**

In order for the app to work properly, **the minimum requirements for the smartphones where the Caser ReMoto app** is to be installed are as follows:

- **Android 6.0 or higher operating system, or an iOS 9.0 or higher operating system.**
- **It should have Bluetooth 4.0 Low Energy or higher.**
- **The mobile phone has enough battery, is within range of the device, has a mobile data connection, and enough data coverage and GSM coverage. The phone should always be switched on and connected to the Caser ReMoto device, and the app should be active.**
- **Users with a mobile that runs on an Android operating system should check that the app cannot be closed by the battery manager, and it has a schedule power on/off function.**

The **Caser ReMoto app** installed in your phone **will run correctly when the following conditions are complied with:**

- **You have correctly downloaded the updated version of the app.**
- **You have accepted all the notification permissions.**
- **If you want to send audios of the accident you must accept the microphone access permission and storage access permission when requested. If you cancel them at any time the app will not work correctly.**
- **The Bluetooth is paired and connected.**
- **The GPS is activated, and the phone's settings always allow the app to access the GPS and your location.**
- **There is no other app or function which interacts with the CASER app and prevents any of its functions from working, such as the power-saving modes of the external battery, app blockers, or apps which take exclusive control of the microphone.**






# Caser ReMoto device management

If, for whatever reason, your contract ends you must return the device in a good state of repair and working order within 30 days, starting from the contract end date. You undertake not to manipulate, remodel, alter and/or modify the device in any way that could impair its proper functioning.

CASER may deactivate the device, or replace it with an equivalent model.

If the battery of the Caser ReMoto device dies, you are responsible for replacing it.

## What does it NOT cover?

-  **If you do not confirm that you find yourself in a dangerous situation, or request assistance, CASER will close the incident generated by the alert notification and take no further action.**
-  **Assistance is excluded when the device has not been properly installed.**
-  **When, for whatever reason, an alert is not generated or cannot be sent, CASER will not be able to provide the ReMoto rescue assistance service.**
-  **At no time shall CASER be liable for any personal injury suffered by the insured party if the motorbike is stolen and/or damaged, nor will it be liable for any personal injury and/or property damage to third parties caused by the motorbike, or for the failure of the competent authorities to take the appropriate action after the alert.**
-  **The ReMoto rescue assistance service will not be provided outside Spain.**

## 9.6 Fire

### What does it consist of and what does it cover?






Compensation for damages suffered as a result of fire, explosions or lightning that affect the insured motorcycle, in all cases beyond the control of the rider, whether the motorcycle is in movement or stationary, or being transported.

It also covers the cost of fire brigade services and costs arising from measures adopted by the Authority in its efforts to extinguish a fire or explosion that affects the insured motorcycle.

### Write-off declaration

**In a claim, the motorcycle is written off occurs when the quoted cost of repairing the motorcycle exceeds 75% of its market value or acquisition value if this cover is applicable. In this case, the claim will be paid in accordance with the amount specified in these General Conditions minus the value of the remnants of the motorcycle, which will remain the property of the Insured.**

### What is NOT covered?

-  **Accessories that are not expressly listed as covered in the contract.**
-  **Damage caused to the insured motorcycle by items being transported or as a result of the loading or unloading of the same.**
-  **Damage caused by seismic, atmospheric (except for hail and lightning) or thermal phenomena, including those caused by the freezing of water in the radiator.**
-  **Damage to the tyres of the insured motorcycle (tyres and inner tubes), except in the event of a total loss, fire or explosion.**
-  **The depreciation of the motorcycle following repairs after an accident.**

- ⊗ **Damage to the accessories of the insured motorcycle. The term accessories shall refer to all improvements, adornments and comforts not part of the motorcycle when it comes off the production line or in the catalogues of the manufacturer, unless they are expressly declared and listed in the Particular Conditions. This exclusion shall not apply when the combined value of accessories attached to the insured motorcycle is not more than €300.**
- ⊗ **Damage covered by the Consortium of Insurance Compensation.**
- ⊗ **Mechanical and/or electrical faults, as well as the repair of simple wear-and-tear due to use or insufficient maintenance.**

## **9.7 Theft of the motorcycle**

### What does it consist of and what does it cover?

The loss of the insured motorcycle in the event of theft by one or more third parties.

### Scope and limit of this cover

**This cover is limited to the theft of the insured motorcycle. In the event of such a theft, the Insured will receive 100% of its market value.**

### What is NOT covered?

- ⊗ **Accessories that are not expressly listed as covered in the contract.**
- ⊗ **Theft that is the result of gross negligence on the part of the Insured, Policyholder, Owner, rider or their dependants or persons who live with them.**
- ⊗ **Thefts in which relatives of the Insured, Policyholder, Owner or rider (up to the third degree of consanguinity or affinity), or dependants or employees of any of these persons, were the perpetrator, accomplice or receiver.**
- ⊗ **When the theft occurs during events derived from extraordinary risks.**



## 9.8 Damage to the motorcycle

### What does it consist of and what does it cover?

Damage to the insured motorcycle as a consequence of an accident due to external, violent and instantaneous causes beyond the control of the rider, in all cases beyond the control of the rider, whether the motorcycle is in movement or stationary, or being transported.

Consequently, cover will expressly include damage due to the following causes:

- The motorcycle tipping over, falling down a slope or colliding with persons, animals, other vehicles or any other mobile or immobile object.
- Subsidence or the collapse of bridges, roads and buildings.
- Vandalism: A malicious act committed by third parties without a socio-political motive or intent.
- Accidents that occur due to a defect in material or construction or poor maintenance. It is understood that in such cases, cover is limited to the cost of repairing the damage caused in the accident and shall not include defective or poorly-maintained parts.

It also includes:

- Costs in connection with the inspection of the motorcycle at a VTI testing centre when the motorcycle has sustained significant damage as a consequence of an event covered by this policy and an agent from the Authority has proposed that the motorcycle be inspected, suspending authorisation for the motorcycle to operate.

This cover is limited by the inclusion of an **excess payable on all damage and costs**. The amount of this excess is determined in the Particular Conditions of this Policy and must be paid directly by the Insured in the event of any accident involving the insured motorcycle.

### Scope and limits

The cost of material repairs will be assessed according to the cost of spare parts, paint, labour and VAT or similar taxes, if these taxes cannot be recovered by the Insured.

In the event of a total loss, the Insured will receive 100% of its market value.









Standard elements covered by the policy will be compensated in accordance with the previous point.

Compensation will be paid on options at 100% of their insured first loss, in accordance with the statement provided by the Policyholder.

## Write-off declaration

In a claim, the motorcycle is written off occurs when the quoted cost of repairing the damaged motorcycle exceeds 75% of its market value or acquisition value if this cover is applicable. In this case, the claim will be paid in accordance with the amount specified in these General Conditions minus the value of the remnants of the motorcycle, which will remain the property of the Insured.

## What is NOT covered?

-  Accessories that are not expressly listed as covered in the contract.
-  Damage caused to the insured motorcycle by items being transported or as a result of the loading or unloading of the same.
-  Damage caused by seismic, atmospheric (except for hail and lightning) or thermal phenomena, including those caused by the freezing of water in the radiator.
-  Damage to the tyres of the insured motorcycle (tyres and inner tubes), except in the event of a total loss, fire or explosion.
-  The depreciation of the motorcycle following repairs after an accident.
-  Damage to the accessories of the insured motorcycle. The term accessories shall refer to all improvements, adornments and comforts not part of the motorcycle when it comes off the production line or in the catalogues of the manufacturer, unless they are expressly declared and listed in the Particular Conditions. This exclusion shall not apply when the combined value of accessories attached is not more than €300.
-  Damage covered by the Consortium of Insurance Compensation.
-  Mechanical and/or electrical faults, as well as the repair of simple wear-and-tear due to use or insufficient maintenance.

## 9.9 Travel assistance

Travel assistance applies in the event of a breakdown, accident, a shortage of fuel, a theft of keys, a tyre puncture or any other incident that prevents the motorcycle from moving on its own. It is also applicable in the event of theft once the motorcycle has been recovered. In such cases, CASER will provide the following services:

### 9.9.1 Services related to the insured motorcycle

## What does it consist of and what does it cover?



#### Emergency repairs to the motorcycle

CASER will carry out repairs at the site of the incident so that the motorcycle can continue to function whenever possible, and provided that such repairs take less than 30 minutes to complete.



#### Transportation of the motorcycle

This cover will apply when emergency repairs are not possible.

- If the incident occurs less than 100 kilometres from the home address provided in the Policy, CASER will transport the motorcycle to one of the following locations, as determined by the Insured:

To the service centre closest to the place where the event occurred.

To the authorised service centre or service centre of their own choice, provided that it is no more than 25 kilometres from the home address provided in the Policy.

- When the incident occurs more than 100 kilometres from the home address provided in the Policy, CASER will transport the motorcycle to the service centre closest to where the incident occurred.

The Insured will also be able to request that the motorcycle be transported to the service centre approved by CASER or to a service centre of its own choice, provided that it is no more than 25 kilometres from the home address provided in the Policy, when the following two conditions are met:

- Repairs to the motorcycle will mean that it will be out of commission for more than 72 hours and require more than 8 hours of labour, according to the schedule of the manufacturer.
- The market value of the motorcycle is greater than the cost of repairs in Spain, according to the schedule of the manufacturer.

CASER will cover storage and deposit costs **up to a limit of €300 per year**, unless collection of the motorcycle is delayed due to reasons attributable to the Insured.



### Motorcycle recovery

CASER will cover the cost of salvaging the motorcycle when it is travelling along good roads and is unable to move as a result of having tipped over or fallen down a slope in order to move it to a position suitable for it to continue operating or for transportation, up to a limit of €300 per year.



### Costs of legal abandonment

If the motorcycle will not be repaired, CASER will transport it to the closest authorised service centre for the disposal and treatment of its waste.



### Shipment of replacement parts

CASER will cover the shipping costs of parts needed to repair the motorcycle when these parts cannot be obtained in the location where the motorcycle will be repaired.

## What is NOT covered?

Apart from the "General Exclusions of the Policy", the following items are not covered:



**Assistance services not requested from CASER, except in the event of force majeure or proven material impossibility.**



**Costs inherent to the dismantling and examination of the motorcycle.**



**The cost of replacement parts, lubricants, fuels and other materials used in providing emergency mechanical assistance, as well as repairs and the guarantee of said repairs.**



**The shipment of parts not available in Spain or parts that weigh more than 50 kilograms, including packaging.**



**Mechanical assistance provided off good roads which cannot be accessed by assistance vehicles.**



**More than seven call-outs for mechanical assistance during each 12-month period of the contract.**



**Motorcycles and their occupants within the context of short-term rental arrangements.**

## Things to remember in the event of a claim

In the case of assistance provided as a result of the theft of the motorcycle, the Policyholder must provide CASER with the relevant report filed with the competent authorities (the Guardia Civil, national police or regional police).

### 9.9.2 Assistance to the rider and occupants as a result of a motorcycle incident

## What does it consist of and what does it cover?

#### When the motorcycle can be recovered the same day

Transport to the service centre to which the motorcycle has been towed, at the request of the Insured.

#### When the motorcycle cannot be recovered the same day

In this case, the Insured will be able to choose between:

##### Hotel expenses

Accommodation costs in a hotel in the same town as the repair service centre, **up to a limit of €80 per night and for a maximum of 10 days.**

##### Transport home

The Insured will be provided with transport to the address provided in the Policy or to their destination of travel, provided that in the case of the latter transport costs are less than the cost of returning to the aforementioned home address. The means of transport CASER considers most suitable will be used.

In addition ...

- Once the motorcycle has been repaired, CASER will cover the transport costs of the Insured (or of the person named by the Insured) to recover the motorcycle.

#### When the motorcycle has been stolen

CASER will cover:

- Transport to the address provided in the Policy or to their destination of travel, provided that in the case of the latter transport costs are less than the cost of returning to the aforementioned home address.

- If the motorcycle appears to be in satisfactory condition to travel, CASER will take the motorcycle to the address provided in the Policy within a maximum period of 7 days.

### Things to remember in the event of a claim

In the event of the theft of the motorcycle, the Insured must submit the relevant report to the competent authorities (the Guardia Civil, national police or regional police) and to CASER in order to access services.

## 9.9.3 Assistance to the rider and occupants due to accident or illness

### What does it consist of and what does it cover?

When the rider or occupants experience an accident or illness during the course of a trip with the insured motorcycle, CASER will provide cover up to the limits indicated below:

## Services relating to persons (with or without the motorcycle)

Cover is applicable with no limit on mileage worldwide (in the event of travel), with the exception of medical costs. CASER shall only cover medical costs overseas.

### Assistance to ill or injured persons

- Transport or repatriation of patients

In the case of a proven medical need, the CASER medical team, upon consulting the doctors attending to the ill or injured person at the scene, will decide to transfer the patient to one of the following locations, depending on the circumstances:

- a. The most appropriate hospital,
- b. The hospital closest to their home address; or,
- c. Their home address.

The CASER medical team will also organise this transfer using the most appropriate means and, if necessary, under constant medical supervision.

In any event, CASER shall organise and bear all costs for transport to the home of the ill or injured person, even if CASER doctors consider it necessary to transport said person to an intermediate location before they are taken home.

Where possible, the ill or injured person will be able to have a family member travel with them during their transfer.

- **Costs associated with an extended stay in a hotel**

If it is necessary to unexpectedly extend their stay in a hotel after hospitalisation, CASER shall assume hotel costs (accommodation and breakfast) of **up to a limit of €80 per night and for a maximum of 10 days.**

- **Travel for a family member**

When the Insured, ill or injured, cannot be moved and must remain in hospital for more than five days, CASER shall bear the cost of return transport for a family member via the most suitable means so that they can accompany the Insured.

CASER will also meet the cost of accommodation for this person at a hotel, **up to a limit of €80 per night and for a maximum of 10 days.**

- **Reimbursement of overseas medical expenses**

In addition to the services offered by Social Security and/or institutions for retirement provision, CASER shall assume all medical, surgical, pharmaceutical and hospitalisation costs, **up to a maximum of €6,000.**

## Assistance in the event of death

- **Repatriation of the deceased**

In the event of the death of the Insured during travel, CASER will organise and assume the cost of repatriating the mortal remains of the Insured to their place of burial in Spain, close to their home address.

- **Early return due to death of a relative in Spain**

If during the course of a trip the spouse, ascendant or descendant to the first degree, brother or sister of the Insured person were to die in Spain and in the event that they are unable to return via the means originally planned, CASER will arrange transport via appropriate means to the place of burial in Spain, up to the cost of transport to their home address.

If the Insured must return to the initial location to recover the motorcycle or continue with their trip, CASER will arrange transport via the appropriate means for this purpose.

## Assistance for travel companions

- **The return of travel companions in the event of the transfer of an ill, injured or deceased Insured**

When the Insured is to be evacuated via medical transportation or their corpse be transported to their place of burial in Spain, CASER shall arrange and bear the cost of return fares of the other Insured persons via the most appropriate means of transport if they are unable to return by the initially foreseen means.

In the case of children under the age of 15, people with disabilities or people over the age of 70 who are left without a companion, CASER shall arrange and bear the cost of a return trip, via the most appropriate means, of a person resident in Spain designated by the family to accompany them on their return to their home address in Spain.

- **Sending of a relative or professional driver**

When the insured rider must be transported or repatriated due to illness, accident or death, or if they are unable to ride their motorcycle, and when none of the other occupants can replace them, CASER shall bear the cost of one-way travel for a relative or the cost of a professional driver to transport the motorcycle and its occupants to the home address of the Insured in Spain or, if the Insured so chooses, to their travel destination, up to an amount equivalent to what it would have cost to return the Insured person to their home address.

## Dispatch of forgotten items and/or documents

If during the course of a trip the Insured forgets documents or items of a personal nature and these items are necessary in order to proceed with travel, CASER shall arrange these items to be sent to the Insured, provided that these items are provided by a relative. CASER shall arrange to have glasses or medications prescribed to the Insured, and which it has not been possible to find at said location. The cost of medicines or prescription glasses sent by CASER must be repaid within one month of the date of shipment.

## Theft of luggage and keys to the motorcycle

In the event of theft of luggage or the theft of the keys to the motorcycle and personal effects, CASER will advise the Insured on how to report said loss/theft. If they are recovered, CASER will send them to the home of the Insured.

If the Insured has a duplicate of the keys to the motorcycle, CASER will meet the cost of sending the keys to where the Insured and their motorcycle are where possible.

## Cash advance overseas

CASER can advance the Insured **up to a maximum of €1,000** to allow them to cover expenses resulting from serious unforeseen difficulties overseas.



The Insured shall first sign an IOU in which they promise to repay the amount lent to them within one month of the date the cash advance was extended to them. In this regard, CASER reserves the right to demand sufficient security or a sufficient guarantee.

## Assistance in the event of legal proceedings overseas

If the Insured is required to provide a bond as a consequence of a traffic accident in which the insured motorcycle was not involved, CASER shall provide them with the following assistance:

- Cash advance for bail

CASER will advance to the Insured the amount for bail of **up to a maximum of €6,000**, upon receipt of the sufficient guarantee or security from the Insured that guarantees that said advance will be repaid within one month of the date of the cash advance.

- Payment of legal fees





CASER shall pay legal fees for the defence of the Insured, **up to a maximum of €2,000€**.

## What is not covered in relation to persons?

- ⊗ Urgent or primary interventions covered by the local public service.
- ⊗ Cosmetic surgery.
- ⊗ Medical, surgical and hospitalisation costs in Spain.
- ⊗ The appearance or relapse of existing or chronic illnesses known to the Insured at the start of their travel during the course of their trip.
- ⊗ Mental illnesses and pathological conditions of which the Insured was aware, and which could be aggravated during a trip.
- ⊗ Planned and/or common procedures for pregnant women. However, women will be covered for medical care up to the sixth month of their pregnancy when their illness is not foreseeable.
- ⊗ The cost of medicines or prescription glasses sent by CASER at the request of the Insured must be repaid within one month of the date of shipment.
- ⊗ If medical expenses are already covered by an insurance contract or social organisations, CASER shall intervene in the form of a cash advance that must be returned at a later date. In this case, the Insured will request from these bodies the reimbursement of what is owed to them and return this amount to CASER.

# What is not covered in general terms?

Apart from the "General Exclusions of the Policy", the following are excluded for health cover:

-  Services that have not been requested of it or which have been provided without its prior consent, except in cases of force majeure or demonstrated material impossibility.
-  Claims that are a direct or indirect result of events that are the product of nuclear energy, genetic mutations, radioactive radiation, natural disasters, military activity, unrest, explosions and acts of terrorism.
-  Events intentionally caused by the Insured, or those the result of malice or gross negligence on the part of the Insured, either in causing the event or exposure to the event, its characteristics or its consequences.
-  Events derived from the participation of the Insured in competitions or races that are not expressly permitted under the terms of the Particular Conditions.

## 9.10 Damage to helmet and motorcycle outfits

### What does it consist of and what does it cover?

CASER will pay compensation for the helmet and motorcycle clothing for the rider in the event of a reported accident and the loss is covered by motor vehicle public liability, provided that there is another identified motor vehicle and provided that the damage sustained prevents the normal use of the helmet and clothing or prevents them from performing their protective function.

### Scope and limits

CASER will pay for the replacement of the helmet and motorcycle clothing with a **total cost of not more than €1,500, including taxes, subject to the following limits:**








- Helmet: Maximum compensation limit of €800.
- Pair of boots: Maximum compensation limit of €150.
- Pair of gloves: Maximum compensation limit of €100.
- Jacket: Maximum compensation limit of €150.
- Pants: Maximum compensation limit of €100.
- Overalls: Maximum compensation limit of €200.

**The €1,500 limit will be for each year of cover provided under the policy. Total compensation paid for claims made in said period may not exceed the above limit.**

### Compensation for helmet or motorcycle clothing

**The Insured must present a purchase invoice for each damaged item and the no-fault accident report. CASER will then pay the claim according to the purchase invoice(s), within the limits of the insured amount.**

## What is NOT covered?

-  Scratches and/or tears caused by normal use of the helmet or clothing.
-  Damage exclusively to the visor of the helmet.
-  Aesthetic damage.
-  Damage due to falls on a racing circuit, in competition or during training.
-  Claims that arise from gross negligence on the part of the Insured.
-  Damage due to all-terrain, trial, endurance or motor-cross riding.
-  All damage sustained without the involvement of another identified vehicle.

## 9.11 Courtesy motorcycle

### What does it consist of and what does it cover?

CASER will provide the Insured with a courtesy motorcycle if the insured motorcycle is immobilised as a result of traffic accident that causes damage that prevents the Insured from continuing their trip, or in the event of theft.

For the purposes of this cover, the term immobilisation due to collision refers to immobilisation due to a traffic accident that has occurred in Spain and where more than 3 hours of labour will be required to repair the damage to the motorcycle.

Cover will be provided when the damage caused to the motorcycle prevent it from being ridden on its own, and it cannot be repaired in situ. Service limited to within Spain.

### Scope and limits

**The courtesy motorcycle will be supplied subject to availability from motorcycle rental companies that supply CASER and their contract conditions, which as a minimum will be standard for the market.**

**CASER will provide the Insured with a courtesy motorcycle, subject to the following limits:**

- Up to 10 days in the event of damage due to a collision. The limit on cover for motorcycle rental will be €50 per diem.
- Up to 15 days if the motorcycle is written off as a result of a collision, when the cost of repairing the motorcycle exceeds 75% of its market value or acquisition value. The limit on cover for motorcycle rental will be €50 per diem.

- Up to 30 days in the event of theft, taking into account that the insured must prepare the relevant accident report for the competent authorities and send a copy to CASER. If the motorcycle is recovered during this time, the Insured must inform CASER and return the courtesy motorcycle. If the motorcycle surfaces with damage and is declared a write-off, days will not be cumulative and the maximum time the courtesy motorcycle will be available will be 30 days. The amount to be paid for motorcycle rental will be capped at €50 per diem.










The service provided by CASER, whenever possible based on availability from rental companies, will consist of supplying the Insured with a motorcycle with similar characteristics **at a maximum daily cost of €50** with unlimited mileage and compulsory and voluntary civil liability insurance and personal insurance of the rider.

The courtesy motorcycle may be returned to a centre other than that from which it was collected, within Spain at all times and in accordance with the requirements established by the supplier in each case.

**The maximum number of claims per insured motorcycle under this cover will be two (2) per year of the insurance contract.**

## What is NOT covered?

**Apart from the "General Exclusions of the Policy", this policy does not cover losses arising from the following circumstances:**

-  **When the motorcycle can no longer function on its own.**
-  **When the motorcycle is not used for private use or is used by an individual on behalf of a business.**
-  **When the Insured has not contacted CASER to request this service.**
-  **When damage to the motorcycle is sustained when parking the vehicle and/or due to acts of vandalism.**
-  **The number of days the Insured will have access to the motorcycle, which is indicated in the "Scope and limits" points in the previous section, will not be cumulative.**
-  **Claims relating to events that have occurred outside Spain.**
-  **Damage due to participation in sports events.**
-  **Expenditure on fuel, extras and the relevant taxes.**
-  **Sanctions incurred by the user of the courtesy motorcycle provided.**

## Additional conditions

**Acceptance of conditions of the supplier:** The user must accept all of the other obligations and conditions contained in the agreement set by the company providing the rental motorcycle when collecting the courtesy motorcycle.

**Guarantees to the supplier:** In order to access this service, the Insured must provide the supplier with a current non-transferable credit card. This credit card will be returned to the Insured upon the return of the courtesy motorcycle.

## 9.12 Benefit for loss of drivers' licence

### What does it consist of and what does it cover?

CASER guarantees the payment of monthly compensation to the Insured for the months they do not have a valid drivers' licence. This payment, the amount of which will be set in the Particular Conditions, will be made in one of the following situations:

- Their licence has been temporarily suspended as a result of a final court judgement.
- The Insured has lost their licence after losing all of their points.

If the Insured has lost some of their points under circumstances that differ from those described above, the payment made will be reduced by the resulting proportion between the points lost under these circumstances and the balance of points.

The rider named in the Particular Conditions of the Policy will be insured, as will the Policyholder (if this is another natural person).






## Scope and limitations

In the case of a temporary loss of licence, CASER will pay compensation **up to the maximum limit set in the Particular Conditions.**

In the event of a loss of licence, CASER will pay the monthly compensation indicated in said Particular Conditions for **up to three months (in the case of persons who ride a motorcycle to earn a living) or six months (for those who do not).**

If the Insured dies before the end of the period for which they are entitled to compensation, CASER will not be obliged to honour future monthly payments.

## What is NOT covered?

-  Suspensions that are the result of riding the motorcycle during a previous suspension, or which are imposed as a precautionary measure.
-  Suspensions imposed as a result of crimes against road safety.
-  Suspensions due to a recurrence of very serious infringements.
-  Sanctions imposed outside the period of validity of the contract, or outside Spain.
-  Suspensions due to driving under the influence of alcohol, narcotics or psychotropic substances or with a blood alcohol level above the legal limit, or as a result of a refusal to submit to tests to detect alcohol levels.



# 10. THINGS YOU SHOULD KNOW ABOUT YOUR CONTRACT

## 10.1 Legislation applicable to your contract

This contract is comprised of the General Conditions, Particular Conditions, Special Conditions and supplements. The following legal texts shall apply:

- Law 50/1980 of 8 October, on the insurance contract.
- Law 20/2015 of 14 July, on the management, supervision and solvency of insurers and reinsurers and its implementing regulations.
- The Motor Vehicle Public Liability and Insurance Act, approved by Royal Legislative Decree 8/2004 of 29 October and its regulations.
- Law 22/2007 of 11 July, on the distance marketing of consumer financial services.
- Those regulations that may replace or amend the above regulations in future.

Of particular note in these General Conditions are those clauses that restrict their rights and exclusions from cover specified in the Policy.



## **10.2 Entry into force and signature**

- This contract insures the risks produced by a traffic-related event in accordance with the cover and limits agreed in the General Conditions, Particular Conditions, Special Conditions and supplements that form part of this contract..
- The Insured must return the contract to CASER signed on all pages as indicated therein, not only on the last page.
- This contract shall enter into force on the date and at the time specified in the Particular Conditions.
- In order for this contract to be effective, the premium must have been paid.

## **10.3 Duration**

- The contract is valid for one year and will be automatically renew each year, unless one or both parties informs the other in writing of their wish not to renew.
- The Insured must provide this notification at least one (1) month before the expiry date of the contract. If it is CASER that decides not to renew the contract, it must inform the Insured at least two (2) months before the expiry date of the contract.

## **10.4 Scope**

The cover contracted is effective in:

- Spain.
- States that are signatories to the Multilateral Guarantee Agreement (member States of the European Union, the European Economic Area and other states)
- States that are signatories to the Inter-Bureaux Agreement. To access cover in these states, the Insured must first request an International Motor Insurance Certificate (Green Card). The Insured must request this Green Card from CASER before travelling to the country or state that is a signatory to the Inter-Bureaux Agreement.



## 11. GENERAL EXCLUSIONS FROM YOUR POLICY

Losses and damages will be excluded if:

- Intentionally caused by the Policyholder, the Insured or the rider, unless the damage to the motorcycle or through its operation has been caused in a state of need.
- Caused by extraordinary events covered by the Consortium of Insurance Compensation, such as floods, earthquakes and natural disasters.
- Caused by a modification to the atomic structure of the materials or its thermal, radioactive and other effects, or the artificial acceleration of atomic particles, such as nuclear explosions and radioactive contamination.
- They occur when the insured rider is under the influence of alcohol or drugs, toxic substances or narcotics.
- The rider is considered to be under the influence of alcohol when one of the following circumstances comes to pass:
  - a. Blood alcohol levels are higher than the legal limit.
  - b. The rider is convicted of riding under the influence.
  - c. The judgement handed down refers to this circumstance as a contributing factor in the accident.

If the rider of the motorcycle is a person other than the Policyholder or owner of the motorcycle, this exclusion will not affect the Policyholder or Owner of the motorcycle when the Insured rider meets the following three conditions:

- a. He/she is an employee of the Owner.
- b. He/she is not an alcoholic or habitual drug user.
- c. He/she has been declared insolvent.

If these three circumstances come to pass, CASER must provide the Policyholder or owner with compensation for damages.

This exclusion will not be applicable to cover for damage to the insured motorcycle when the first two conditions are met. In any event, CASER will have a right of recourse against the rider.

- Caused when the motorcycle is ridden by a person who does not have the correct drivers' licence, has had their licence suspended or has not had their licence recognised.
- The operator of the vehicle responsible for the accident is convicted of failing to provide assistance. This exclusion will not affect the Owner of the motorcycle if the rider is an employee, without prejudice to the right of recourse of CASER against the rider. In other words, CASER will compensate the Owner of the motorcycle but may claim the amount paid to the Owner from the rider.
- Caused to a third party during the theft of the motorcycle, without prejudice to the compensation payable by the Consortium of Insurance Compensation.
- Caused by the motorcycle when used for industrial or agricultural tasks, and which are not the direct result of movement.
- Caused when the main cause of the accident is a traffic infringement by the Policyholder, Insured or rider in relation to:
  - a. Requisites and the number of people transported.
  - b. Weight, measurements or method of positioning the load being carried.
- Caused when the rider has infringed technical obligations relating to the safety of the motorcycle.
- Losses and damages incurred when the motorcycle:
  - a. Is used in bets or challenges.
  - b. Is used in races or competitions, or test runs in preparation for the same.
  - c. Is used for paid purposes.
  - d. Is within the restricted area of a port or airport.
- Repairs carried out outside Spain, except with the authorisation of CASER.
- When the motorcycle is overseas for more than 30 days. This exclusion shall not apply to compulsory civil liability insurance.



## 12. AS A POLICYHOLDER, IT IS YOUR OBLIGATION TO...

### 12.1 Pay the premium

- You are required to pay the premium. This premium will be paid by direct debit, unless some other procedure for payment is specified in the Particular Conditions.
- You must provide CASER with your bank account details and sign the authorisation of payment included with the Particular Conditions.

The initial premium is set in the Particular Conditions. For subsequent renewals of the contract, the premium may be adjusted taking into account:

- a. Technical and actuarial criteria.
- b. Claims history and statistics.
- c. Amendments to cover or other elements of the contract (motorcycle, address, etc.) that increase or reduce the level of risk.
- d. Age and other subjective circumstances of the rider.

## Systems of payment

### Annual

- The premium will be paid on the due date of the invoice.
- If the financial institution returns the payment CASER will inform the Policyholder of the non-payment, informing them that if the premium is not paid the contract will be automatically terminated and they will have no cover.

### Instalments

- We also have a deferred payment system that allows premiums to be paid in instalments. This arrangement will be put in place when requested by the Policyholder and agreed to by CASER, with instalments to be paid within agreed deadlines.

- CASER will be able to refuse this method of payment in any renewal of the contract and shall inform the Policyholder of this refusal at least two (2) months before the end of the policy, with the premium to once again be paid in a single annual instalment.
- In addition to the first instalment on the premium, the first invoice will include some of the taxes and surcharges applicable.
- Subsequent invoices will be for the same amount, and shall include the fraction of the premium and taxes outstanding.
- If an invoice is not paid CASER will inform the Policyholder, allowing them to pay the amount owed within 45 days of its Effective Date. It will also inform the Policyholder that, if payment is not made, the contract will be automatically terminated.
- The non-payment of any partial premiums due shall enable CASER to request payment of the whole outstanding balance of the premium for the year in question.

## In the event of non-payment

### **Regime applicable to non-payment of first annual premium**

- a. If the invoice for premiums for the first year of cover or the first instalment for deferred payment has not been paid, the Policy will not enter into force and the Insurer will not cover any claims that arise.
- b. In the event of non-payment of any of the following deferred bills in the first year, the Insurer may demand from the Policyholder the payment of all bills pending payment. This payment must be effective within thirty days of the Policyholder receiving notification from the Insurer. If this payment is not made, the insurance will be suspended one month after the due date for the first unpaid instalment of the premium.
- c. Without prejudice to the provisions of section b) above and whilst cover has not been terminated, in the event of a claim the Insurer will be able to deduct the balance of any instalments of the premium due, and which have not been paid by the Policyholder, from the compensation payable.
- d. If the insured vehicle is a write-off, the balance of instalments of the premium for the whole year will be deducted from the compensation paid.

### **Regime applicable to non-payment of subsequent annual premium**

- e. If the annual premium is not paid, the cover provided under the policy will be suspended the month it is due and the Insurer will not cover the any claims made.
- f. If an instalment of the premium is not paid, the provisions of sections b) and c) above shall apply.
- g. In both of the cases described above, if the Insurer does not demand payment of the premium owed within six (6) months after the due date of the instalment in question, the contract will be automatically terminated.

- h. If the contract is terminated for this reason, the instalment(s) paid will be retained by the Insurer, who will be under no obligation to return any monies paid.

If the contract has not been terminated, cover will be reinstated at 24:00 on the date the outstanding invoice is paid.

## **12.2 Provide an accurate statement of risk**

- The Policyholder shall disclose all known circumstances that could affect the assessment of risk before the entry into force of the contract.
- While the contract is in force, the Policyholder, like the Insured, must inform the Insurer of any circumstance that alters the level of risk, in particular circumstances involving the rider and the characteristics, use and area of operation of the motorcycle.
- If this declaration is not adhered to, CASER will be able to terminate the contract in accordance with Article 12 of the Insurance Contract Act.



## **13. IN THE EVENT OF A CLAIM, REMEMBER:**

### **13.1 Deadline for notifying the Insurer of an accident**

- The Insured must inform CASER of any accident within 7 days of becoming aware of the accident.
- CASER will be able to claim from the Insured any losses and damages sustained as a result of a failure on the part of the Insured to provide said notification.

### **13.2 Provide information and cooperate with CASER**

Like the Insured, the Policyholder must:

- Use the means at their disposal to minimise the consequences of the accident.
- Provide all information on the circumstances and consequences of the accident and co-operate with CASER, in particular if the matter goes to court.
- The Policyholder will not be able to negotiate, accept or refuse claims from injured third parties relating to the accident without the express authorisation of CASER.
- If they are compensated by a third party after an accident, they must inform CASER as soon as possible in order to replace the excess compensation received and avoid illicit enrichment.

## **13.3 Refusal of claim**

If CASER refuses a claim for whatever reason, it must inform the Policyholder within 30 days of learning the reasons for said refusal.

## **13.4 General advice in the event of a claim**

- Make a note of the personal details of the driver and owner of the other vehicle or vehicles, irrespective of whether or not you collided with them directly.
- Make a note of the physical damage caused to your motorcycle and to the other vehicle, even if you were not at fault. Make a note of all physical injuries.
- Prepare a reconstruction of events using a diagram.
- Make a note of the law enforcement authorities who have intervened.
- Remain calm and have both drivers sign the no-fault accident report reflecting the truthfulness of the facts. All of the above will help ensure that the claim is resolved in a matter of days.
- Inform CASER as soon as possible of the existence of the accident, as well as all information in its possession in relation to the same.





## **14. COVER FOR EXTRAORDINARY RISKS BY THE CONSORTIUM**

In accordance with the provisions of the consolidated text of the legal statute of the Consortium of Insurance Compensation, approved by Royal Legislative Decree 7/2004 of 29 October, the Policyholder in an insurance contract which must incorporate a surcharge payable to said public entity must be able to agree to cover extraordinary risks with any insurer that meets the conditions stipulated in current legislation.

Compensation on claims that arise from extraordinary events in Spain and which affect risks in Spain and, in the case of injury to persons, those that occur overseas when the Insured has a residence in Spain, will be paid by the Consortium of Insurance Compensation when the Policyholder has paid the appropriate surcharges and one or more of the following situations has come to pass:

- The extraordinary risk covered by the Consortium of Insurance Compensation is not covered by the insurance policy contracted with the Insurer.
- Even if covered by this insurance policy, the obligations of the Insurer cannot be met due to the fact that the Insurer has been declared legally insolvent, or the fact that it is subject to a procedure of being wound up, or that this had been assumed by Consortium of Insurance Compensation.

The Consortium of Insurance Compensation shall act in accordance with the provisions of the aforementioned legal statute, Law 50/1980 of 8 October on the insurance contract, the extraordinary risk insurance regulations approved by Royal Decree 300/2004 of 20 February and supplementary provisions.

# 14.1 Summary of legal rules

## 14.1.1 Extraordinary events covered

- The following natural phenomena: earthquakes and seaquakes, flash floods (including sea storms), volcanic eruptions, cyclones (including extraordinary winds with gusts of more than 120 km/h, and tornadoes) and falling astral bodies and meteorites.
- Those caused violently as a result of terrorism, rebellion, sedition, mutiny and popular uprisings.
- Acts or intervention of the armed forces or security forces during peacetime.

Seismic and atmospheric phenomena, volcanic eruptions and falling astral bodies will be certified at the request of the Consortium of Insurance Compensation through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and other competent public bodies in this field. In the case of political or social events, and in the event of damage caused by acts or intervention of the armed forces or security forces during peacetime, the Consortium of Insurance Compensation will be able to request information on these events from legal and administrative bodies.

## 14.1.2 Risks not covered

- **Risks that do not result in the payment of compensation under the Insurance Contract Act.**
- **Those caused to property insured under an insurance contract other than one with a compulsory surcharge in favour of the Insurance Compensation Consortium.**
- **Those due to an impairment or defect in the item insured, or to a clear lack of maintenance.**
- **Those the result of armed conflicts, even when there has been no official declaration of war.**
- **Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May on civil liability for nuclear damage or those produced by radioactive materials. Notwithstanding the above, all direct damage caused to an insured nuclear facility will be included when said damage is a consequence of an extraordinary event that affects the facility itself.**
- **Those due to the mere passage of time, and in the case of goods fully or partially submerged on a permanent basis, those attributed to the mere action of waves or ordinary currents.**
- **Those the result of phenomena of a nature other than those described in section 1. a) above and, in particular, those due to the elevation of the water table, the movement of hillsides, landslides or build -up of earth, rock falls, and similar phenomena, unless these were clearly**

caused by the action of rain which had also caused extraordinary flooding in the area and which occurred at the same time as said flooding.

- Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of Organic Law 9/1983, of 15 July, regulating the right to meet in public, and in the course of legal strikes, unless these actions can be classified as extraordinary events in accordance with section 1.b) above.
- Those caused by the bad faith of the Insured.
- Those the result of claims resulting from natural phenomena that cause damage to property or pecuniary losses when the issue or effective date of the policy (if this is later) is less than seven days before the date of the claim, unless it can be proven that it was impossible to contract the insurance beforehand due to an absence of insurable interests. This exclusion period will not apply in the event of the replacement or substitution of the policy, either with the same insurer or another without interruption, except for the part that has seen an increase or new cover. Similarly, this exclusion period will not apply to insured amounts resulting from the automatic adjustment provided for in the Policy.
- Those that correspond to accidents that occur before the first premium is paid or when, in accordance with the provisions of the Insurance Contract Act, the cover provided by the Consortium of Insurance Compensation has been suspended or the insurance has been terminated due to the non-payment of premiums.
- In the case of damage to property, indirect damage or losses derived from direct or indirect damage other than pecuniary losses classified as eligible for payment in the extraordinary risk insurance regulations. In particular, this cover shall not include losses or damages suffered as a result of a cut to alteration in the external supply of electricity, flammable gases, fuel-oil, gas-oil or other liquids, or any indirect losses or damage other than those cited in the previous paragraph, even if these alterations are derived from a cause included in the cover for extraordinary risks.
- Events that, due to their magnitude and severity, are classified by the Government as a "national catastrophe or disaster".
- In the case of civil liability for automobiles, personal damages derived from this cover.

### 14.1.3 Excess

The excess payable by the Insured will be:

- a) In the case of direct damage, in insurance policies against damage to property the excess payable by the Insured will be equal to seven per cent of the damage caused by the accident for which compensation will be paid.

However, no excess will be deducted from the payout in the event of damage to homes, housing associations or vehicles covered by the automobile insurance policy.

- In the event of a loss of benefits, the excess to be paid by the Insured will be that specified in the policy, whether in terms of time or amount, for damage that is the consequence of ordinary claims for the loss of benefits. If there is more than one excess for cover of ordinary claims for the loss of benefits, that for the main cover will apply.
- When a policy contains provision for a combined excess for damages and the loss of benefits, material damages will be paid by the Consortium of Insurance Compensation minus the excess applicable pursuant to the provisions of section a) above and the loss of benefits with a deduction made for the excess specified in the policy for the main cover, minus the excess applied in the payment of the main damages.

An excess will not be payable in the case of personal insurance products.

## 14.1.4 Extension of cover

- Cover for extraordinary risks will apply to property and persons, as will the insured amounts established in the insurance policies to cover ordinary risk.
- Notwithstanding the above:
  - a. In policies that cover damage to motor vehicles, the cover for extraordinary risks provided by the Consortium of Insurance Compensation will guarantee all insurable interests even if the ordinary policy only covers some of these.
  - b. When vehicles are only covered by civil liability for automobiles, the cover for extraordinary risks provided by the Consortium of Insurance Compensation will cover the value of the vehicle in its condition immediately prior to the accident, calculated at its market price.
  - c. In life insurance policies that, in accordance with the provisions of the contract and in accordance with rules governing private insurance, generate a policy reserve, the cover of the Consortium of Insurance Compensation shall refer to the capital at risk for each insured person, i.e. the difference between the sum insured and the policy reserve which the Insurer that issued it must have duly constituted. The amount that corresponds to the mathematical forecast will be paid by the aforementioned Insurer.

## **14.2 Notification of damages to the Consortium of Insurance Compensation**

- The request for compensation for damages covered by the Consortium of Insurance Compensation will be made in writing to the consortium by the Policyholder, the Insured or the beneficiary of the policy, or any person acting for and on behalf of the above parties, or by the insurer or insurance broker with whose intervention the insurance will be processed.
- Information on damages can be provided and information on the processing and state of claims can be obtained:
  - a. by calling the Consortium of Insurance Compensation call centre (952 367 042 or 902 222 665)
  - b. Online on the Consortium of Insurance Compensation website ([www.conorseguros.es](http://www.conorseguros.es))
- Assessment of damages:
- Damages for which compensation can be paid pursuant to insurance legislation and the contents of the insurance policy will be assessed by the Consortium of Insurance Compensation. The Consortium will not be bound by assessments carried out by the Insurer that cover ordinary risk (where applicable).
- Payment of compensation:

The Consortium of Insurance Compensation will pay compensation owed to the beneficiary of the insurance via bank transfer.



## 15. INSURANCE OMBUDSMAN

- CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers an Ombudsman service providing redress for Complaints and Claims, which is located at Avenida de Burgos 109, 28050 Madrid, with the following e-mail address: [defensa-asegurado@caser.es](mailto:defensa-asegurado@caser.es)
- The said Ombudsman service shall attend to and resolve, within a maximum term of two months from when they are filed, and in accordance with the regulations in force, all complaints and claims filed by private individuals or corporations (either directly or by way of a duly-accredited legal representative) who/which consume insurance services, as well as by participants in or beneficiaries of employee pension plans and CASER associates, where said complaints and claims refer to their legally-protected rights and interests in relation to their insurance operations and pension plans, whether deriving from the contracts themselves, the transparency and consumer-protection regulations, or good practice and standards, and in particular the principle of equity.

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

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

- Complaint forms are available for use by customers, users, or victims at all CASER offices open to the public, and at our website [www.caser.es](http://www.caser.es), where you can also find the Company's Ombudsman Service Regulations, which govern the activities and the functioning of the Service as well as the characteristics and requirements regarding the filing and resolution of complaints and claims.
- The resolutions adopted will take into account the rights and obligations specified at the General, Particular and Special Conditions of the contracts, the rules governing insurance companies and the regulations on financial service transparency and customer protection (Insurance Contract Law, consolidated text of the Law and Regulations on the Administration and Supervision of Private Insurance, consolidated text of the Law regulating Pension Plans and Funds, Regulations on Pension Plans and Funds, Law on Reform Measures of the Financial System, Order ECC/2502/2012 regulating the procedure to file claims before the Ombudsman of the Insurance and Pension Funds Directorate-General among others, Order ECO 734/2004 of 11 March on the customer services of the financial institutions, consolidated text of the General Law for the Protection of Consumers and Users, and other complementary laws).





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