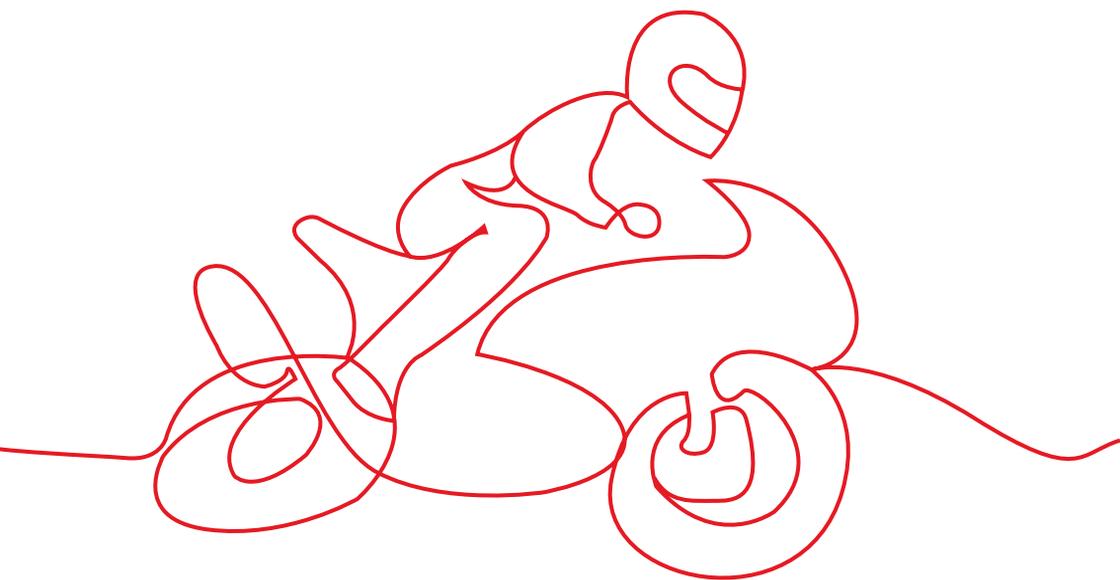


General Conditions

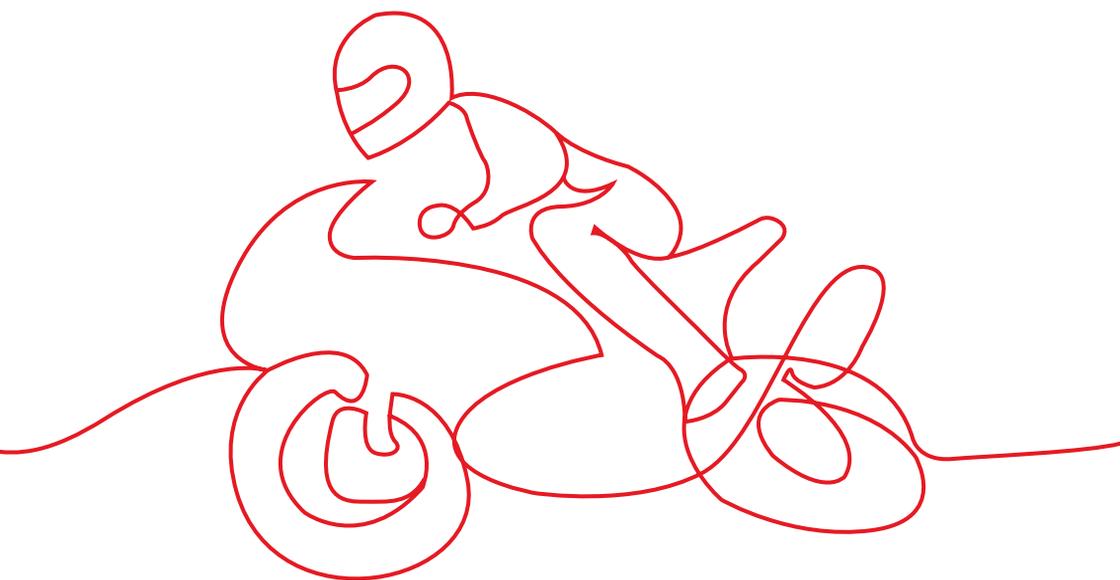


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Motorcycle Insurance Policy



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I. Introduction to the policy

I.1. Legal Framework

1 Applicable legislation

This Policy is governed by Insurance Contract Law 50/1980, of 8 October; by Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance companies, and its Development Regulations (Royal Decree 1060/2015, of 20 November; on the management, supervision and solvency of reinsurance companies), by Law 22/2007 of 11 July, on distance marketing of financial services to consumers, Law 26/2006, of 17 July, on private insurance and reinsurance mediation, by the amended text of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles, by the regulations it contains, and by the terms of the Policy itself and any future standards that may replace or amend the ones listed here, or which may be applicable. Control of the Insurer's activity in Spain corresponds to the Ministry of Economy through the Directorate General of Insurance and Pension Funds.

2 Jurisdiction and arbitration

The Policy is subject to Spanish jurisdiction and the competent court shall correspond to the address of the insured, for which purpose the latter shall designate one in Spain if they are resident abroad. With the express agreement of the parties, disputes arising from this Policy may be submitted to the judgement of arbitrators, in accordance with current legislation.

3 Expiry

Actions to enforce rights arising from the Policy expire after 2 years in damage insurance and 5 years in personal insurance, with

respect to the time when such actions may be exercised.

I.2. Insurance terms

The insured

Natural or legal person, holder of the item covered by insurance who assumes the obligations of the Policy.

Beneficiary

Natural or legal person who, upon designation by the insured, is the person entitled to compensation. In the absence of any designation at the time of the accident, the legal heirs of the insured will be considered as such.

Green card

International Insurance Certificate certifying purchase of Compulsory Liability Insurance (II.1.1). Its use is necessary to drive abroad, except in countries of the European Union, Iceland, Norway, Switzerland, Croatia and Andorra.

Insurance company

Company that assumes coverage of the types set out in the Special Conditions, in this case, **Línea Directa Aseguradora, S.A., Insurance and Reinsurance Company.**

Driver

Person legally empowered to drive the vehicle or has it in their custody or responsibility at the time of the accident.

It is understood that the vehicle is driven only by the policyholder or person designated in the Special Conditions, the premium being calculated on the basis of their characteristics.

Material damage

Loss or damage to things or animals.

Personal injury

Bodily injury or death caused to a natural person.

Standard equipment

Those parts or components of the motorbike equipment installed permanently and inseparably for that model and version, at no extra charge. Those items that are requested by the purchaser or included by the manufacturer as a gift or promotional offer are not considered to be standard, as they have been installed in both cases when leaving the factory or later.

Excess

Set amount for each claim, and as agreed in the Policy for each of the types procured, that the insured must pay.

Coverage for damage to own property, fire and theft will always have a fixed percentage Excess and with a minimum amount of the value of the loss. This percentage and, if applicable, the minimum amount indicated, will be reflected in the Special Conditions.

The Excess will apply to all parts.

The Excess does not apply in ensuring Damage to Own Property caused by animals.

Traffic incidents

Those arising from the risk created by driving motor vehicles both in garages and car parks, and on public and private roads or land suitable for driving, both urban and interurban, as well as on roads or land that while not being as suitable are of common use.

Fire

Combustion and burning by flame, capable of spreading from one object or objects that were not intended to be burned wherever and whenever this occurs.

Permanent disability

Any permanent loss of an anatomical, psychological or physiological structure or

function. Regardless of the age, profession or situation of the individual.

Línea Directa will qualify disability according to the scale contained in the Policy, without any relation to the types of permanent disability established by Social Security, although its terms may overlap in some cases. To avoid confusion or misinterpretation, compensation factors or Table VI of the Scale for the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles do not apply, or any provisions that modify or replace them.

Changes to the vehicle

Any change with respect to when the vehicle left the factory that affects its stability, power, structure, body or paint.

Policy

It is the document containing the conditions governing the insurance.

The following form an integral part of the Policy:

- **The General Conditions**, which is the document you are reading, and which outlines the general set of clauses governing all contracts issued by the Insurer in the same class or type of coverage.
- **The Special Conditions** that individualize the risk.
- **The Supplements, Appendices and Updates** added to the Policy to complement or modify it.
- **The Special Conditions** that modify the general conditions.

Premium

This is the price of the insurance you have procured and that you must pay the insurance Company to assume the risk which is the object of the insurance coverage. Its amount is calculated and updated annually based on the factors that define the risk

borne by **Línea Directa**, given the history of accidents recorded in the preceding periods of insurance; changes occurring in individual risk factors defined in the technical conditions of the institution, and based on data provided to us in the insurance contract questionnaire, combinations of these being based on statistical models, as well as changes in the consumer price index.

Expert procedure

In accordance with the provisions of Article 38 of the Insurance Contract Law, if the parties fail to reach an agreement within 40 days from the statement of claim on its causes, or assessment of damage affecting the compensation, each party shall appoint an expert, which must be evidenced by written acceptance.

If one party has not made the appointment, they will be required to do so within 8 days after the date it is required by the party that had appointed theirs. Failure to do so within this period shall be understood as accepting the expert opinion issued by the other party.

Where the experts reach an agreement, this will be reflected in a joint certificate which shall state the causes of the accident, the assessment of damage and other circumstances which affect the determination of compensation.

When there is no agreement among the experts, both parties will agree to and appoint a third expert. In the absence of this, proceedings may be set in motion in the manner provided for in the Voluntary Jurisdiction Act or in notarial legislation. In these cases, the expert opinion will be issued within the period indicated by the parties or, failing that, within 30 days following the acceptance of appointment by the third expert.

Each party will meet its expert's fees, and those of the third party and other expens-

es incurred by the expert appraisal will be shared.

Owner

Natural or legal person that is listed as the owner of the vehicle in the records of the relevant Official Bodies.

Receipt

Document proving the payment of the premium or fraction thereof. The above will include identification of the insurance company, the registration number, the period of coverage and an indication of mandatory insurance coverage.

Proportional rule

In the cases mentioned in the law, **Línea Directa** may reduce its service in proportion to the difference between the premium agreed and that which would have applied had the true nature of the risk been known.

Claim/accident

Event produced by a violent, sudden cause that is beyond and unrelated to the insured's intentions and whose harmful economic consequences are covered by the Policy.

All bodily and material damage resulting from the same cause and produced at the same time constitutes a single claim.

Policyholder

Natural or legal person who takes out insurance with **Línea Directa** and who is covered by the obligations under the Contract.

Value as new

Purchase price at official authorized dealer of the same model of vehicle insured as new, including taxes and surcharges and discounts, either due to promotion or any special offer that the beneficiary of the compensation may obtain.

If the vehicle model is no longer marketed, the value as new will be considered to be the one of the model that has replaced it and with the engine and standard accessories that are most similar to the insured vehicle.

Market value

Market value of the vehicle immediately before the occurrence of the accident, as determined in the Ganvam newsletter or, failing this, statistical guidelines for use.

Insured vehicle

The one corresponding to the registration number specified in the Special Conditions.

I.3. Policy conditions

Article 1. Purpose

The purpose of this Policy is to insure the risks arising from traffic incidents, according to the types and limits agreed in the Special and General Conditions.

Article 2. Completion and effective date

The Contract is completed by the consent of both parties expressed by telephone or online, without prejudice to the obligation of the policyholder to return the Policy sent to **Línea Directa** duly signed within 15 days of its receipt.

Línea Directa will be relieved from its obligation, if the premium is not paid due to a fault of the policyholder before the accident occurs.

The policyholder can unilaterally terminate the Contract with respect to voluntary coverage within 14 days after receipt of these

contract conditions, provided that no accident has occurred. To do this, they must inform **Línea Directa** by any means that allows the notification to be recorded, without being required to state any reason. Once this notification is issued, risk covered by **Línea Directa** will cease, the latter proceeding within 30 days, without applying any penalty, to repayment of the portion of unearned premiums.

Article 3. Duration and termination

The Policy will have the duration agreed in the Special Conditions. If the duration is annual, it will be understood as being extended at each maturity date for equal and successive periods. If the insured vehicle is transferred, the Contract will not be extended.

The parties may oppose the extension of the contract by written notice to the other party of at least **one month prior to the conclusion of the current insurance period when it is the policyholder who opposes the extension, and two months when it is the insurer.**

In case of disappearance of the risk due to total write-off or total loss, all the guarantees of the Policy will be terminated.

In the event that, with no liability of the opposing party in the claim, the insured repairs the vehicle declared as a total write-off, the Policy will only remain in force with the guarantee of mandatory liability.

Furthermore, the policy may be cancelled at any time by written notice from the policyholder and provided no loss has been stated in the current year. The cancellation does not give the right to a refund of the unearned part of the current year's premium.

Article 4. Territorial scope

The territorial scope of each of the rules set out in this

Policy is as follows:

- Types of Civil Liability (II.1.1, II.1.2) for the Vehicle (II.2.1, II.2.2, II.2.3) and the Driver's Insurance (II.3.1): countries within the scope of the Green Card.
- Type of Legal Defence and Damage Claim (II.4.): Spain and claims occurring in Spain and Green Card member countries, **provided that those involved are normally based in the European Economic Area countries.**

Article 5. General communications

All communications between the policyholder, insured or beneficiary and Línea Directa which must take place as a result of this policy, may occur by telephone, mail or email, SMS, Fax or by any other means agreed in the Special Conditions, without prejudice to either party requesting a written confirmation.

When notifications from Línea Directa are given in writing, they will be sent to the address contained in the Policy. Written communications that were refused, those that were registered and not collected from the post office and those that do not reach their destination due to a change of address that Línea Directa has not been reliably notified of, will take effect as if the written communications had been received.

Línea Directa can record conversations held with policyholders, insured persons, or

contacts or any other person that calls Línea Directa telephone numbers. These recordings may be used as evidence for any claims that may arise between the parties, as well as for checking the quality of services provided by Línea Directa.

The Policyholder will inform any telephone users of this ability to record the conversation and what it is for.

The caller may ask Línea Directa to provide copies of the content of the conversations recorded between the two.

For any queries, modifications or matters related to the Policy, the insured party shall provide Línea Directa with the details and/or identification passwords as requested for security purposes.

Línea Directa may, at the request of the policyholder, establish passwords to access the Policy.

I.4. Obligations of the policyholder and/or the insured

Article 6. Declarations regarding the risk

The policyholder has the duty, before the completion of the Contract, to declare to Línea Directa, according to the questionnaire that the latter submits to them by telephone or electronically, all the circumstances known to them that may influence the risk assessment.

The statements made by the policyholder in response to the questionnaire by telephone or by electronic means are set out in the Special Conditions document which are part of the Policy.

Where an error is found in the policy, the policyholder has a period of 1 month from the delivery thereof to remedy the existing divergence. Following this period without any claim, details will be as provided in the Policy.

Article 7. Accuracy of declarations

Línea Directa may terminate the Policy by writing to the policyholder within 1 month following knowledge of the reservation or inaccuracy in the statements made by the latter:

From the moment that **Línea Directa** makes this statement, premiums for the current period will remain its property unless there is intent or gross negligence on its part.

If the incident occurs before **Línea Directa** has made the statement referred to above, the payment will be reduced by the same proportion that exists between the premium agreed in the Policy and the one corresponding according to the true magnitude of the risk.

When the lack of communication or inaccuracy occurs through the intent or gross negligence of the policyholder, **Línea Directa** will be relieved from making payment, except in cases of Mandatory Civil Liability Insurance cover.

Article 8. Reduction of the risk

The policyholder or the insured may, during the course of the Contract, notify **Línea Directa** of any circumstances that reduce the risk and are of such a nature that if this had been known at the time of the completion of the contract, they would have concluded it on more favourable terms.

In this case, at the end of the current period covered by the premium, the amount of future premiums should be reduced by the corresponding proportion, the policyholder otherwise being entitled to terminate the contract and refund the difference between the premium paid and what they would have paid from the time the decreased risk was communicated.

Article 9. Increase of the risk during the term of the contract

During the term of the contract, the policyholder or the insured must inform the insurer as soon as possible of any change in the factors and circumstances declared in the questionnaire submitted to the insurer that may aggravate risk, and are of such a nature that the insurer would not have entered into the contract if they had known about them or would have applied more stringent conditions to the contract.

Among the possible aggravating circumstances are the subjective conditions of the driver; the vehicle being driven by anyone not declared in the Special Conditions, the characteristics of the insured vehicle, the use for which it is intended and the geographical area where it is usually driven. This list is indicative and does not claim to be exhaustive.

Article 10. Powers of Línea Directa in the event of increase of the risk

The Insurer may propose a modification of the conditions of the contract within 2 months, counting from the date when the aggravation was declared to it. In this case,

the policyholder has 15 days from receipt of this proposal to accept or reject it. In case of rejection or silence by the policyholder; the insurer may, after that period, terminate the Contract upon notice to the policyholder; giving them a further period of 15 days to answer; after which and within the following 8 days they will notify the policyholder of the final termination.

The Insurer may also terminate this Contract by giving written notice to the insured within one month from the date they learned of the aggravation of risk.

If a claim arises without any aggravation of risk having been declared, the Insurer is relieved of payment if the policyholder or the insured has acted in bad faith. Otherwise, the payment by the Insurer shall be reduced in proportion to the difference between the premium agreed and that which would have applied had the true nature of the risk been known.

Article 11. Vehicle sale

If the insured transfers the vehicle that is the object of the contract they must notify **Línea Directa** in writing within a maximum period of 15 days following the transfer; giving the details of the purchaser; all the voluntary guarantees of the Policy being cancelled.

Article 12. Payment of premium

The policyholder is obliged to pay the first premium within 15 days after the entry into force of the Policy. Subsequent premiums or fractions shall be paid on their respective maturity dates.

If following 15 days after the entry into force of the policy and because the policyholder

has not paid the first premium or a fraction thereof, **Línea Directa** is entitled to terminate the Policy or to enforce payment of the premium. If following 15 days the premium has not been paid and a loss occurs, **Línea Directa** will be released from its obligation

Línea Directa may establish a surcharge for the cost of returning receipts in accordance with the amount stated in the Special Conditions

In case of default of one of the following premiums or fractions thereof, all guarantees will be suspended, **Línea Directa** reserving the right to terminate the Contract. Where **Línea Directa** has not terminated the Contract or claimed the premium within 6 months after the default, the Contract will automatically lapse. Additionally, **Línea Directa** may suspend any benefit from deferment of payment.

If the Contract is not terminated in accordance with the above, the coverage will take effect again 24 hours after the date on which the policyholder paid the premium.

In the event that the object of the insurance disappears before the maturity date of the Policy, the policyholder is obliged to make the fractioned payments that remain until this maturity.

Article 13. Payment method

Premiums shall be paid by the direct debit system, credit card, or any other means that both parties expressly admit by mutual agreement and which will be reflected in the Special Conditions of the Policy. In the event of credit card payment, the policyholder must inform **Línea Directa** of the card details and its expiry date, as well as any possible modifications to these, it being essential for their effectiveness that the

Special Conditions have been signed and received by **Línea Directa** within the period determined therein.

The place of payment of premiums in case of direct debit will be the account designated by the policyholder on taking out the Policy.

If paying by credit card, the account held with the card issuer:

Article 14. Communications in case of a claim

The policyholder must notify **Línea Directa** about the accident and all information relating thereto in the shortest time possible and in any event within 7 days of having known about it. In case of failure to do so, **Línea Directa** may claim damages for breach of this obligation, unless it is proved that they had knowledge of the accident by other means.

Article 15. Action in case of a claim

The insured person or policy holder must use all the means at their disposal to reduce the consequences of the incident. Breach of this duty will entitle **Línea Directa** to reduce its payment by the appropriate proportion, given the extent of damage hereunder; and the degree of fault of the insured.

If this failure was deliberate and with intent to prejudice or deceive **Línea Directa**, the latter shall be relieved of any payment arising from the accident.

The insured must also preserve the remains and traces of the accident until after the assessment of damage, except in cases of justified material impossibility.

This obligation shall not under any circumstances give rise to compensation.

I.5. Línea Directa's obligations

Article 16. Payment of compensation

Línea Directa is required to pay immediate compensation at the end of the investigations and surveys necessary to verify the existence and scope of the claim and, where applicable, the amount of damage resulting from this.

Within 40 days of receipt of the statement of claim, **Línea Directa** will in any case pay the minimum amount which may be due, according to the circumstances known by it.

If within 40 days from the occurrence of the accident, **Línea Directa** has not repaired the damage or compensated the amount in cash for any unjustified cause that is attributable, compensation will be increased by the interest established at any time by law.

Article 17. Notifications in case of rejection of the claim

When **Línea Directa** decides to reject a claim based on the rules of the Policy, it shall notify the insured in writing within 10 days from the date on which it has knowledge of the underlying causes for the rejection, stating the reasons for the above.

If rejection of a claim is applicable after having made any payments for this or after having guaranteed its consequences, **Línea Directa** may charge the insured for those

amounts paid or by virtue of any guarantee provided that it has paid.

II. Types

II.1. Types of civil liability

II.1.1. Mandatory civil liability insurance

Article 18. Scope

a In this type of contract, binding on all owners of motor vehicles, **Línea Directa** guarantees, up to the current legal limits, the obligation to compensate arising from traffic incidents involving the vehicle and any that result in bodily injury and/or material damage.

b The rights and obligations of this coverage are defined and governed by the amended text of the Law on Liability and Insurance in the Circulation of Motor Vehicles and the Regulations that develop it in the Insurance Contract Law and the General and Special Conditions of this Policy.

c In the case of injury to people, **Línea Directa** will be exempt from this obligation if it is proved that this was due solely to the conduct or negligence of the injured party or to force majeure unrelated to the driving or the functioning of the vehicle; defects in the vehicle or breakage or failure of any of its parts or mechanisms shall not be considered to be cases of force majeure.

d In the case of damage to property, **Línea Directa** guarantees, within the limits of the mandatory insurance, the amount of damages for which the driver has civil liability to third parties, as provided in Articles 1902 and related provisions of the

Civil Code and 109 et seq. of the Penal Code and the provisions of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles and its Regulations, or any rules that could replace them.

Article 19. Exclusions

This mandatory coverage will not include:

a Any damages caused by injury or death of the driver of the vehicle causing the accident.

b Damage to the insured vehicle, for the things carried in it and property owned by the policyholder, insured, owner, driver, and that of the spouse or relatives within the third degree of consanguinity or affinity of the above.

c Damage to people and property caused by a stolen vehicle, solely taken to be the conduct defined as theft and taking without the owner's consent in Articles 237 and 244 of the Penal Code, respectively. All this without prejudice to compensation payable by the Insurance Compensation Consortium.

The causes of exclusion contained in this section will in no event be enforceable against the injured party, without prejudice to the right of recourse of **Línea Directa** with those concerned in accordance with the Law and the Contract.

d Damage not caused by traffic incidents.

II.1.2. Voluntary Civil liability insurance

Article 20. Scope

This type is in addition to mandatory insurance and **only covers compensation whose amount exceeds coverage and up to the limit agreed in the Special Conditions.**

Quad bikes: Damage to third parties caused by trailers and/or caravans are covered when the following conditions are met:

- The maximum permitted weight of the trailer or caravan does not exceed 750 kilograms.
- The registration number of the trailer coincides with the vehicle registration number.
- The trailer is attached to the vehicle at the time of the accident.

Article 21. Exclusions

In addition to the exclusions from mandatory insurance coverage and in the general conditions contained in Article 47 of this Policy, the following are specifically excluded for this type:

- a** Contractual liability.
- b** The payment of fines or penalties and the consequences of nonpayment.
- c** Personal and material damage caused to the insured, policyholder, driver and vehicle owner.
- d** Personal and material damage caused to the employees of the people whose liability is covered by this Policy in those accidents that are recognized as occupational accidents.

II.1.3. General conditions for both types of Civil liability

Article 22. Claims

The insured may not, without authorization from **Línea Directa**, negotiate, accept or reject any claim relating to accidents covered by the Policy.

Article 23. Power of compromise

Línea Directa may reach compromises at any time with injured parties regarding the amount of compensation claimed by them within the limits of coverage under this Policy.

Article 24. Línea Directa's services

Within the limits set out in the Policy, the following will be borne by **Línea Directa**:

- a** Payment to the injured parties or their dependants of the compensation arising from the liability of the insured, according to the types procured.
- b** The provision of any bonds which may, because of liability, be required by the courts of the insured.
- c** Legal representation with respect to the claim of the injured party, including the costs that this entails, appointing barristers and lawyers who will defend and represent the insured in legal proceedings pursued in liability claims covered by this Policy, and will do so even when the claims are unfounded.

The insured must provide the assistance needed with respect to the legal representation by **Línea Directa**.

Whatever the decision or outcome of legal proceedings, **Línea Directa** reserves the decision to exercise legal remedies to proceed against that decision or outcome, or to accept it. If **Línea Directa** considers an appeal

inadmissible, it shall notify the insured, the latter being free to appeal on their exclusive account and the former being required to reimburse the legal costs and those of a solicitor and lawyer **in the event that such an appeal is successful.**

However, when the claimant is also insured with Línea Directa or if any other potential conflict of interest exists, the latter shall immediately inform the insured of the existence of such circumstances, without prejudice to taking legal procedures that, due to their urgent nature, are necessary for the defence. In these cases, the insured may choose to entrust their defence to another qualified person, whose expenses will be paid by Línea Directa with the limits established in the Special Conditions.

Article 25. Duty of disclosure

The insured must also inform Línea Directa as soon as possible of any legal, extra-legal or administrative notice that comes to their knowledge related to the accident, and any kind of information about its circumstances and consequences. In case of any violation of this duty, the loss of entitlement to compensation will only occur in the event that intent or gross negligence was involved, in which case, if Línea Directa had made any payments or was obliged to make them, it could claim reimbursement of these from the insured.

II.2. Types of vehicle

II.2.1. Total theft of vehicle

Article 26. Scope

In this type Línea Directa guarantees compensation for the complete theft of the motorbike by third parties.

The theft must involve signs of force with respect to objects or violence or intimidation of people.

Article 27. Specific exclusions in this type

This type does not cover:

- a** Acts of vandalism.
- b** The effects of the accident when there has been gross negligence by the insured, the policyholder or dependants or people who live with them.
- c** The theft of any part of the motorbike regardless of the value or number involved.
- d** The effects of the accident if the keys or any other device that serves to open or operate the vehicle have not been withdrawn from it.

Article 28. Reporting and payment of compensation

- a** **Reporting:** the insured is obliged to inform the Authorities about the theft of the vehicle or its accessories when they were insured, providing Línea Directa with a copy of the report.
- b** **Deadlines for payment of compensation:** Línea Directa will have 30 days to make any investigations it considers appropriate. After this time it will determine the amount of compensation.
- c** **Recovery:** if the stolen vehicle is recovered within 30 days, the insured shall be obliged to accept its return.

If the recovery takes place in a longer period, the vehicle will remain the property of **Línea Directa**, the Insured agreeing to sign, within a maximum period of 15 days following the notice given to them, any documents that are necessary for the transfer of ownership to **Línea Directa** or a third person designated by the latter. If the insured wishes to recover the vehicle, they must repay the compensation received, which **Línea Directa** is obliged to offer to the insured and to return it provided they state their acceptance within 15 days of the offer.

II.2.2. Total loss of vehicle caused by fire

Article 29. Scope

In this type, **Línea Directa** guarantees compensation for a total loss by fire that may occur to the motorbike as a result of fire, explosion and lightning, this being understood to be any fire involving the total loss of the vehicle as defined in these General Conditions.

Article 30. Specific exclusions in this type

This type does not cover:

- a** Acts of vandalism.
- b** Partial motorbike fire, regardless of the value and number of the parts concerned, unless the amount of torched parts exceeds the market value of the motorbike.

II.2.3. Damage to own vehicle

Article 31. Scope

In this type **Línea Directa** covers any damage that may occur to the vehicle in the event of an accident.

II.2.3A. Damage caused by animals

Article 31.1. Scope

In this type **Línea Directa** covers, in the event of an accident, any damage that the insured vehicle may suffer as a result of an impact or collision with, or by running over, an animal on the road.

Condition for the provision of this coverage: there must be a report from the competent authority.

Exclusions:

Damage caused to the insured vehicle without the existence of a statement by the competent authority is not covered under this type.

II.2.4. Exclusions in vehicle types:

Article 32. Exclusions

In addition to those specified in Article 47, the following is excluded:

- a** Damage affecting non-standard equipment, according to its definition contained in these General Conditions.
- b** Any depreciation that the vehicle may suffer as a result of repair after an accident.
- c** Damage caused by objects carried and any that occurs in their loading and unloading.

d Subsistence expenses incurred through any delay attributable to the insured in the removal of the insured vehicle from the garage where it is located for repair, or from the pound it has been sent to by the competent authority.

e The repair or replacement of tyres due to punctures, blowouts or natural wear and those claims for which the only thing affected are the tyres.

II.2.5. Claims settlement rules for vehicle types

Article 33. Assessment of compensation

The following rules will be taken into account for settlement of compensation:

a **Tyres:** in claims with no identified vehicle, 80% of their value as new will be compensated, and 100% with an identified vehicle.

b **Standard equipment:** only standard equipment is covered by this Policy. It will be compensated at replacement value and according to its definition contained in the General Conditions.

c **Partial loss:** 100% of the cost of repairing the vehicle is compensated, unless the loss affects the guarantees of theft and fire, in which case only the total loss is covered.

d **Excess:** its amount, which will be paid by the insured, will be deducted from the total amount to be paid by Línea Directa in the loss.

e **Total write-off:** A total write-off will be considered to exist when the amount estimated for the repair exceeds 100% of

the market value of the vehicle. In this case, the owner of the insured vehicle shall be paid compensation according to the time elapsed from the date of its first registration, from which the value of the wreck will be deducted when it remains in the possession of the insured, and is calculated as follows:

- During the first 12 months: value as new.
- From month 13 (inclusive) onwards: market value.

f **Payment of repairs and enforceability of invoices:**

- When Línea Directa pays garages for repairs, the invoices must be in their name.
- When payment of compensation is agreed, the insured must as a prerequisite submit invoices for repair of the damage. **In this case, if the vehicle is owned by a legal entity the Value Added Tax will not be paid.**

g **Advancement of compensation:**

In the event of not having fully comprehensive cover; or of being obliged to pay the excess, Línea Directa may advance to the owner of the vehicle the compensation for the damage caused, or the amount of the excess, prior to the acceptance of liability for the incident by the opposing company, and provided that there is evidence available that, in the opinion of the company, is sufficiently clear and of such a nature that no liability for the incident can be inferred.

Article 34. Right of recourse

l. Once payment of compensation has been made, Línea Directa may appeal in accordance with the Law on Civil Liability

and motor vehicle traffic insurance in the following cases:

- a** Against the driver, the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances.
- b** Against the driver, the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to the wilful misconduct of any of them.
- c** Against the third party responsible for the damage.
- d** Against the policyholder or insured for causes under the Insurance Contract Law and as provided in the contract, in the event of driving the vehicle without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter and when statutory technical requirements concerning the state of vehicle safety are not fulfilled.
- e** In any other case where such recourse could also apply pursuant to the law.

2. Once the compensation has been paid, and according to the Insurance Contract Law, **Línea Directa** may exercise the rights and actions that correspond to the insured person against the persons responsible for the claim, up to the limit of the compensation.

II.3. Driver insurance

II.3.1. Driver

Article 35. Scope

In this type, **Línea Directa** guarantees compensation established in the Special Condi-

tions in the event of death or permanent disability of the insured as a result of an accident arising from driving the vehicle, either while travelling, getting in or out and even through acts carried out to repair it en route.

Both the policyholder and the driver of the vehicle declared in the General Conditions of the Policy will be considered as the insured.

The same accident shall not be entitled to compensation simultaneously for the case of permanent disability and death. Payments that could have been made for permanent disability must be deducted from the corresponding capital for death.

The consequences of subjective or aesthetic damage will not be covered by permanent disability compensation.

II.3.2. Requirements and guarantees for driver insurance

Article 36. Documents necessary for compensation

For the payment of compensation, the beneficiary must send **Línea Directa** the following documents:

- In case of death: Insured's Death Certificate, Certificate of General Registry of Last Wills and, if any, copies of wills and documents proving the identity of the beneficiaries. If the will is lacking, an Affidavit or Declaration of Abintestate Heirs will be provided, as appropriate.

Furthermore, it must be proved that they have paid the appropriate Inheritance Tax or demonstrated that they are exempt.

- In case of permanent disability: Medical Certificate of Discharge stating the type of disability resulting from the accident.

For the purposes of this Policy, Permanent Disability is considered any permanent loss of an anatomical, psychological or physiological structure or function. Regardless of the age, profession or situation of the individual.

Línea Directa will qualify disability according to the scale contained in the Policy, without any relation to the types of permanent disability established by Social Security, although its terms may overlap in some cases. To avoid confusion or misinterpretation, compensation factors or Table VI of the Scale for the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles do not apply, or any provisions that modify or replace them.

Article 37. Medical care

This guarantee repayment, with the limits specified in the Special Conditions and by sending Línea Directa the following expenses, which shall be cumulative:

- a** The cost of medical-health care required as a result of an accident and medical transport to rehabilitation as long as the consequences are not finally consolidated, and **which occur during the 12 months following the date of occurrence of the accident. Medical transport is defined as that performed by ambulance and by prescription from a doctor/ physician.**
- b** Medical, surgical, hospital and pharmaceutical costs in addition to health care, in order to surgically correct cosmetic defects that have remained following healing **and**

within 12 months of the latter.

- c** Costs of the first prosthesis or orthosis to redress injuries resulting from an accident, **within 12 months from the date of the accident.**

Dental prostheses (implants, crowns, bridges) are expressly included.

Glasses are only guaranteed if their use is necessary as a result of the accident suffered.

Article 38. Assessment of compensation

Permanent disability, which is independent of the age, profession and location of the insured, is determined as a percentage of the capital referred to in the Special Conditions and in accordance with the following table:

| | |
|---|------|
| Complete paralysis: tetraplegia, paraplegia, or hemiplegia | 100% |
| Incurable mental illness | 100% |
| Absolute blindness | 100% |
| Absolute total loss or disablement of: | |
| - Both upper or both lower extremities or an upper and lower limb | 100% |
| - Arm or hand | 55% |
| - Thumb | 20% |
| - Index finger | 15% |
| - One of the other fingers | 8% |
| - Movement of the shoulder | 25% |
| - Movement of the elbow | 20% |
| - Movement of the wrist | 20% |
| - The leg above the knee | 50% |
| - The leg at or below the knee, or the whole foot | 40% |
| - Movement of the big toe | 10% |
| - One of the other toes | 5% |

| | |
|---|-----|
| - Movement of the hip and knee | 20% |
| - Movement of the ankle | 20% |
| - Movement of the subtalar joint | 10% |
| - Movements of the cervical, thoracic or lumbar spine with or without neurological manifestations | 33% |
| Total loss of vision in one eye or loss of greater than 50% of binocular vision | 30% |
| If the vision of the other eye was already lost before the accident | 50% |
| Shortening no less than 5 cm of the leg | 15% |
| Non consolidated fracture of the leg or foot | 25% |
| Complete deafness in both ears | 40% |
| Complete deafness in one ear | 10% |
| If there was complete deafness in the other ear before the accident | 20% |

If the disability came from a defect not covered in the above table, the type of disability is determined by analogy of gravity.

In cases in which there are partial functional and anatomical losses, the types in the assessment table will be reduced proportionately.

In the event of an accident causing injuries in several limbs or organs, all of these will be taken into account when determining the percentage of disability. The total compensation shall in no case exceed the threshold amount insured for permanent disability.

In the event that the insured suffered a previous pathological condition that has been aggravated or destabilized by the accident, compensation shall correspond to the theoretical value of the disability that would have occurred with the effect of the accident on

a person without a prior pathological condition.

For the payment of compensation, the beneficiary must send **Línea Directa** the Medical Certificate of Discharge stating the type of disability resulting from the accident.

If following the proposal by **Línea Directa** for the disability percentage arising from the accident, the insured does not accept the proposal, the parties will submit themselves to the decision of medical experts, according to the expert procedure regulation.

II.4. Legal defence and damage claim

Article 39. Scope

Línea Directa only insures in this type within the limits established in the Special Conditions:

a Criminal defence

The legal defence expenses of the vehicle driver as long as they are stated in the Special Conditions, **only as a result of their involvement in criminal proceedings arising from a traffic incident** and the posting of the bail required in the criminal case to guarantee their freedom. Civil defence arising from a criminal case is the exclusive competence of **Línea Directa**, in the terms indicated in current legislation and in Article 24 of this Policy, even if the insured has appointed a private lawyer.

b Extra-legal and legal damage claims

b.1. The legal and extra-legal claim against third parties liable for damage caused to the insured vehicle and suffered by the insured, in both cases as a result of a traffic incident

covered by this Policy, except in the event that the claim concerns **Línea Directa** due to the responsibility for the accident lying with the driver or the owner of the insured vehicle. **Línea Directa** will only have third party status when another vehicle insured with this organization is the cause of the damages.

For the start of a legal claim there will need to be sufficient evidence to support the claim, the insured having to contribute to providing this.

When **Línea Directa**, in considering that there is no reasonable prospect of success, deems that the filing of a lawsuit or application for an appeal is not admissible, it will grant freedom of action to the insured under the terms provided in Article 44 of this Policy.

b.2. This guarantee is excluded if the claim concerns **Línea Directa** due to responsibility for the accident lying with the driver or owner of the insured vehicle.

Línea Directa will only have third party status when another vehicle insured with this organization is the cause of the damages.

b.3. This also includes the legal claim for damage suffered by the trailer **when the following conditions apply:**

QUADS

- a. The maximum permitted weight of the trailer does not exceed 750 kilograms.
- b. The registration number of the trailer coincides with the vehicle registration number.
- c. The trailer is attached to the vehicle at the time of the accident.

Article 40. Definition of insured

For the purposes of this coverage the insured is considered to be the policyholder that takes out the insurance with **Línea Directa** and covered by the obligations under the Agreement, and the driver expressly stated in the Special Conditions of the Policy. No people other than those mentioned above will be considered as insured.

Article 41. Guarantees with this type

The following services are guaranteed:

- a** Taxes, fees and legal costs arising from proceedings covered by this type.
- b** Solicitor fees and costs.
- c** The charges and advance payments for a lawyer; **when their intervention is mandatory.**
- d** Notary fees and the granting of powers of attorney for cases, as well as any records, requirements and other actions necessary to defend the interests of the insured.
- e** The fees and expenses of experts.
- f** The provision, in criminal proceedings, of the bonds required to meet legal costs.

Article 42. Payments excluded

The following will at no time be covered by this type:

- a** Compensation, fines or penalties imposed upon the insured.

b Taxes and other fiscal payments resulting from the submission of public and private documents to Official Bodies.

c Costs arising from legal accumulation or counterclaims when referring to matters not covered by the guaranteed coverage.

d The cost of membership or authorization of the lawyer when they do not belong to the Professional Association in the place of professional activity or the costs of travel, accommodation and subsistence.

Article 43. Appointment of a private lawyer

Following the occurrence of an accident, the insured may demand **Línea Directa's** intervention or entrust the defence of their interests to a solicitor of their choice, the limits established in the Special Conditions being applicable.

In the latter case, the insured must communicate their choice in writing to **Línea Directa**, which will from this point separate itself from the handling of the case and, according to law, will act solely on their own behalf in defence of civil liability.

The solicitor, freely appointed by the insured, and the barrister, if any, shall not be subject to instructions from **Línea Directa** in carrying out their work, but must account for their handling of the case when submitting their fees and advance payments to **Línea Directa**, justifying their decisions on the desirability of appraisals, surveys, actuarial reports, private or other types of investigation, filing lawsuits, complaints or appeals; a requirement that is necessary for justification of their professional work and, therefore, the fees.

The insured is obliged to inform **Línea Directa**, at the request of the latter, about progress in the handling of the incident.

Article 44. Disagreement in the handling of the claim and freedom of action

When **Línea Directa**, in considering that there is no reasonable prospect of success, deems that the filing of a lawsuit or application for an appeal is not admissible, it shall notify the insured.

As established in this Policy and in applicable law, the insured may freely choose a lawyer and solicitor to represent and defend them in relation to their interests.

Within the limits specified in the Special Conditions, the insured shall be entitled to the reimbursement of expenses incurred in lawsuits and appeals handled in disagreement with Línea Directa, even arbitration, in the event that the insured obtains a more beneficial result on their own account.

Article 45. Payment of fees

At the end of legal proceedings followed, if applicable, **Línea Directa** will reimburse costs for solicitors and lawyers in accordance with the recommended fee scales established by Professional Associations at the place of occurrence of the claim for the corresponding actions, **and which are considered maximum amounts for the purposes of this coverage**, subject to submission of the corresponding invoice or bill.

The costs of fees for legal proceedings, regardless of their jurisdiction, when the case has been won with the imposition of

costs on the opposing party, will be paid to the insured once the ruling is final. These costs should be reimbursed to **Línea Directa** by the professional or professionals in charge of the matter, who should claim them by enforcement of the ruling or in an amicable form, directly from the opposing party.

Article 46. Conflict of interest

Línea Directa undertakes to notify the insured in case of any conflict of interest because of the same accident. In this case, the insured has the right to freely choose a solicitor and lawyer within the limits of the Special Conditions. In these cases the policyholder must provide written notice of their choice to **Línea Directa**.

II.5. Common exclusions for voluntary types of coverage

Article 47. General exclusions for voluntary purchase types (II.1.2, II.2.1, II.2.2, II.2.3, II.3.1, II.4.1)

The consequences of the following events, in addition to those established for mandatory insurance coverage, are excluded from coverage in this Policy:

- a** Those not explicitly stated as covered in this Policy.
- b** Those caused by bad faith of the insured.
- c** Those caused intentionally by the driver, insured, policyholder or owner of the vehicle.
- d** Those classified as extraordinary, both those covered and those expressly excluded by the Insurance Compensation Consortium, as well as the Excess applied by the above.
- e** Those caused by a modification of the atomic structure of matter and its effects.
- f** Those caused on the occasion of the insured vehicle being driven by a person who is intoxicated or under the influence of drugs, toxic drugs or narcotics. Drunkenness is deemed to exist when the driver exceeds the existing alcohol limits in the blood or breath, is convicted of the specific offence of driving while intoxicated or when the ruling condemning them outlines this circumstance as a contributory cause to the accident.
- g** Those caused by a driver without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter.
- h** Those caused by a driver not declared in the Special Conditions of the Policy. Coverage in this Policy is also excluded if the driver stated therein does not meet the following conditions:
 - Spouse of the policyholder;
 - Over 20 years old;
 - Have had a valid driving license for the insured motorbike for at least 2 years.
- i** Those caused by the vehicle in the performance of industrial work, or the transport of people or things on a commercial basis.
- j** Those which occur when violating the regulations regarding requirements and

the number of people carried, weight or the measurement of items transported or the form of preparing them.

k Those produced during the vehicle's participation in bets or challenges, races, competitions or in preparatory events of the latter.

l Those produced in service areas within in ports, airports and areas of takeoff or landing of any aircraft.

m Those produced as a result of driving the vehicle on unsuitable roads.

n Suicide or injury and illness resulting from attempting the latter.

o Those resulting from breakdowns or lack of vehicle maintenance.

p Those resulting from failure in duty to assist.

III. Extraordinary risk coverage

Compensation clause by the Insurance Compensation Consortium for losses arising from extraordinary events in insurances with combined coverages for injuries to people and property and civil liability on land motor vehicles.

In accordance with the provisions of the amended text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Decree Law 7/2004, of 29 October; the policyholder of an Insurance Contract that must necessarily include a surcharge payable to the aforementioned public business institution, is empowered to agree to coverage of extraordinary risks with any Insurance Company that meets the conditions required by current legislation.

Compensation resulting from claims caused by extraordinary events occurring in Spain and affecting risks situated therein and also, in the case of personal injury, those occurring abroad when the insured has their habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid them the relevant surcharges and any of the following situations occurs:

a Where the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the Insurance Policy contracted with the Insurance Company.

b Although covered by said insurance policy, the insurance company's obligations could not be complied with because they had been declared insolvent by the courts or because they were subject to an intervened liquidation procedure or were assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust their actions to the provisions of the Legal Statute, under Insurance Contract Law 50/1980 of 8 October; in the Regulation on Extraordinary Risks Insurance, approved by Royal Decree 300/2004 of 20 February, and supplementary provisions.

Summary of legislation

I. Extraordinary events covered

a The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including those caused by sea storms), volcanic eruptions, atypical cyclonic storms (including extraordinary wind gusts over 120 km/h and tornadoes), and falling astral bodies and meteorites.

b Events violently caused as a result of terrorism, rebellion, insurrection, riot, and civil disturbance.

c Acts or actions of the Armed Forces or Security Forces and Bodies in peacetime.

Atmospheric and seismic events, volcanic eruptions, and falling astral bodies, will be certified, at the request of the Consortium of Insurance Compensation, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other public agencies competent in the matter. In cases of events of a political or social nature, as well as in the event of damage caused by events or actions of the Armed Forces or Security Forces or Bodies in peacetime, the Consortium of Insurance Compensation may seek information about the events from the competent judicial and administrative bodies.

2. Excluded risks

a Those that do not give rise to compensation under the Insurance Contract Law.

b Those caused to property covered by an Insurance Contract, other than those where there is an obligatory surcharge payable to the Insurance Compensation Consortium.

c Those due to improper use or defects of the insured item, or its apparent lack of maintenance.

d Those caused by armed conflicts, even if they are not preceded by an official declaration of war.

e Those arising from nuclear energy, without prejudice to the provisions of Law 12/2011 of 27 May, on civil liability for nuclear damages or those produced by radioactive materials. Nevertheless, all direct damages

in an insured nuclear facility are understood to be included, when they are the result of an extraordinary event affecting the actual facility.

f Those due to the mere effect of the weather and, in the case of property wholly or partially submerged on a permanent basis, those attributable to the mere effect of waves or ordinary currents.

g Those produced by natural phenomena other than those listed in section 1 a) above, and in particular those produced by a rise of the groundwater level, hillside movement, land slide or settlement, falling rocks and similar phenomena, except where these were clearly caused by the effect of rainwater that would have, in turn, caused an extraordinary flooding situation in the area and occurred at the same time as that flood.

h Those caused by disturbances produced in the course of meetings and demonstrations held as provided in Organic Law 9/1983 of 15 July, regulating the right of assembly, as well as during the course of legal strikes, except when those demonstrations could be classified as extraordinary events under section 1 b) above.

i Those caused by the bad faith of the insured.

j Those arising from disasters due to natural phenomena that cause damage to property or financial loss when the issue date of the policy or effective date, if later, does not precede seven calendar days from the date on which the incident occurred, except if previous contracting of the insurance is shown to have been impossible due to lack of insurable interest. This grace period will not apply in the case of replacement or substitution of the policy, in the same or another entity, without interruption, except

for the part that was subject to increase or new coverage. Nor will it apply to the part of the insured capital resulting from the automatic revaluation indicated by policy.

k Those corresponding to claims arising before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the coverage of the Insurance Compensation Consortium is suspended or the insurance is terminated due to non-payment of premiums.

l In the case of property damage, indirect damage, or losses arising from direct or indirect damage, other than the pecuniary losses defined as compensable by the Extraordinary Risk Insurance Regulations. In particular, this coverage does not include loss or damage suffered as a result of cutting or altering the external supply of electricity, fuel gas, fuel oil, diesel oil or other fluids, or any other indirect damage or losses other than those mentioned above, even if these alterations result from a case included in the extraordinary risk coverage.

m Incidents which, due to their magnitude and severity, are classified by the National Government as a "national catastrophe or calamity".

n In the case of civil liability on land motor vehicles, personal injuries resulting from this coverage.

3. Excess

I. The excess payable by the insured shall be:

a In the case of direct damage, in insurance against damage to things, the excess payable by the insured party shall be seven percent of the amount of compensable damage caused by the incident. Nonetheless, no deduction shall be made for any excess for

damage affecting housing, communities of home owners, or vehicles that are insured by auto insurance policy.

b In the case of diverse pecuniary losses, the excess payable by the insured shall be the same under the policy, in time or amount, for damages produced as a consequence of ordinary claims of lost profits. If there are different excesses to cover ordinary claims for loss of profits, the provided excesses will be applied for main coverage.

c Where a policy establishes a combined excess for damage and loss of profits, the Consortium of Insurance Compensation will settle the property damage with a deduction of the corresponding excess by applying that which is provided for in the previous section a), and the loss of profits produced with deduction of the excess agreed upon in the policy for main coverage, reduced in the excess applied to the liquidation of property damage.

II. In personal insurance there will be no excess deduction.

4. Extension of coverage

1. Coverage of extraordinary risks will include the same people and property, as well as the amounts insured in the insurance policy for the purposes of ordinary risk coverage.

2. Notwithstanding the above:

a In policies covering damage to motor vehicles, the extraordinary risk coverage by the Insurance Compensation Consortium will guarantee the entirety of the insurable interest even if the ordinary policy only does partially.

b Where vehicles only have a liability policy on land motor vehicles, the extraordi-

nary risk coverage by the Consortium of Insurance Compensation will guarantee the vehicle's value in the state immediately preceding the occurrence of the accident according to the generally accepted market purchase prices.

c In life insurance policies that, according to the provisions of the Contract and in accordance with the regulations of private insurance, generate a mathematical provision, the coverage of the Consortium of Insurance Compensation will refer to the capital at risk for each insured, i.e. the difference between the amount insured and the mathematical provision that the Insurance Company that issued it should have provided. The amount corresponding to the mathematical provision will be paid by the above insurance company.

Communication of damage to the Insurance Compensation Consortium

1 The application for compensation for damages whose coverage corresponds to the Consortium of Insurance Compensation: will be communicated by the policyholder; the insured, or the policy beneficiary, or by anyone acting for and on behalf of the above, or the insurer or the insurance intermediary with whose intervention the insurance will be handled.

2 Communicating the damage and obtaining any information related to the procedure and the state of processing claims may be done:

- By calling the Call Centre of the Insurance Compensation Consortium (+34 900 222 665 or +34 952 367 042).
- Through the website of the Insurance Compensation Consortium (www.consorseguros.es).

3 Assessment of damage: The assessment of losses arising from extraordinary events will be made by the Insurance Compensation Consortium, without this being bound by assessments, if any, made by the insurance company covering ordinary risks.

4 Compensation payment: The Insurance Compensation Consortium will make the compensation payment to the insurance beneficiary by bank transfer.

IV. Enquiries and complaints. Customer ombudsman. Procedure followed

1 The insured has access to Customer Service by calling telephone number 902 321 321 for any queries, complaints or claims related to this Policy or the handling of a claim.

2 Additionally, and if you do not agree with the answer given by the Customer Service, there is the Customer Ombudsman, who you can contact by calling 902 123 235 and fax 902 123 236. The claim, which will be free for the insured, must be caused by any circumstance arising from the Insurance Contract.

Both Customer Services and the Customer Ombudsman will acknowledge receipt of complaints, which will be resolved in accordance with the Law and within approximately 1 month from receipt of the claim, without the statutory period being exceeded at any time, as determined under the Regulations for the Customer's defence that is available to the insured at the offices of the company and at its website.

Línea Directa will comply with that which is agreed by the Customer Ombudsman, provided that the capital claimed does not exceed €60,101.21.

3 If the insured is not satisfied with the solution given to their claim, they can contact the Claims Service of the Insurance and Pension Funds Division, Pº de la Castellana, 44, 28046 Madrid or through their website www.dgsfp.meh.es/reclamaciones/index.asp

THE TRAVEL ASSISTANCE COVERAGE DEFINED IN THESE CONDITIONS IS OPTIONAL AND INCLUDES TWO TYPES, URBAN TRAVEL ASSISTANCE AND TOTAL TRAVEL ASSISTANCE, EACH OF WHICH MUST BE SPECIFICALLY PURCHASED AND REMAIN MUTUALLY EXCLUSIVE. ONLY ONE OF THE TWO TYPES MAY BE PURCHASED.

REFER TO THE SPECIAL CONDITIONS OF YOUR POLICY TO SEE WHICH OF THE TWO TYPES YOU HAVE PURCHASED.

I. Travel assistance

Línea Directa Travel Assistance is organized into two main types:

- I.1 Urban Travel Assistance
- I.2 Total Travel Assistance.

Línea Directa offers you the option of purchasing one of the two types.

Check in the Special Conditions of your policy to see which of the two options you have purchased.

Finally, in section I.3 you will find all exclusions grouped together, applicable to both Urban Travel Assistance and Total Travel Assistance.

- To apply for any Travel Assistance services you should contact Línea Directa, who will attend to you 24 hours a day at the following telephone numbers:
 - From any point in Spain, you should dial the free phone number **900 123 023**.
 - From abroad, you can dial the telephone number **00 34 91 807 49 54**.

Línea Directa will only accept services requested from and authorised by its Assistance centre.

- The insured must sign the Assistance Form submitted to the mechanic designated by Línea Directa and, if the assistance provided leads to any payment, they will receive the corresponding receipt.

I.1. Urban travel assistance

I.1.A. Travel assistance to the insured vehicle

Vehicle

The insured vehicle whose registration number appears in the Special Conditions of the automobile insurance policy taken out with Línea Directa.

Territorial scope

Urban Travel Assistance will cover the insured vehicle up to a **maximum radius of 20 km of the domicile declared in the policy**. The assistance is provided from km 0, that is, from the domicile of the insured stated in the policy, and within a maximum radius of 20 km.

Vehicle assistance will be covered throughout Spain, and neighbouring countries (Andorra, France, Portugal, Gibraltar) **up to a maximum radius of 20 km from the domicile declared in the policy**.

On-site repair is always covered when the distance from the site of the breakdown is the same or less than the 20 km radius with respect to the domicile stated in the policy.

In the event of an accident or breakdown that prevents the insured vehicle running on its own, and when it is not therefore

possible to repair it in situ, **Línea Directa** will pay for the expenses of taking the vehicle to the garage chosen by the insured within a maximum radius of 10 km from the place where the breakdown or accident occurred, and in the absence of any garage within that radius, to the one nearest to the place where the breakdown or accident occurred.

Services

Article 1. Emergency repair in the place of immobilization of the vehicle

When the insured vehicle is immobilized, **Línea Directa** will provide the technical assistance necessary to attempt an emergency repair on the spot to enable the vehicle to start or continue, provided that this repair does not exceed 30 minutes and the distance from the site of the breakdown is the same or less than the 20 km radius with respect to the domicile stated in the policy.

If the repair cannot be completed in a maximum of 30 minutes, the terms of the following article shall apply.

When the immobilization is due to lack of fuel, **Línea Directa** will tow the vehicle to the nearest petrol station.

In the event of a tyre blowout or puncture, **Línea Directa** will seek the necessary help to replace the above with a spare or to transport the motorcycle to the nearest garage.

This specifically excludes the cost of fuel and of the spare parts required to carry out such repair work, as well as any penalties which might be imposed on the driver for the vehicle's lack of fuel.

Article 2. Towing costs

In the event of an accident or breakdown that prevents the insured vehicle running on its own, **Línea Directa** will meet the cost of taking the vehicle to the garage chosen by the insured within a maximum radius of 10 km from the site of the breakdown or accident, and in the absence of any garage within that radius, to the one nearest to the place where the breakdown or accident occurred.

Article 3. Recovery

If the vehicle has an accident in which it leaves the road and cannot return under its own power, **Línea Directa** will leave it in a position to move again or be towed. This service is available for vehicles travelling on ordinary thoroughfares to which access is lawful and possible, in accordance with the characteristics thereof, and provides cover up to a maximum of €300.

I.I.B. Travel assistance for people

The insured

Insured persons are the lawful occupants travelling in the insured vehicle on any journey.

Territorial scope

Coverage will include travel in the insured vehicle in Spain and neighbouring countries (Andorra, France, Portugal, Gibraltar), from a distance of 5 km and over from the usual place of residence declared in the policy and up to a maximum radius of 20 km.

Services

Article 4. Assistance for people in the event of breakdown, accident or theft

In case of immobilization of the insured vehicle as a result of a breakdown or accident, theft or robbery **occurring from a distance of 5 km and over from the usual place of residence declared in the policy and up to a maximum radius of 20 km**, and if the repair cannot be completed on the same day of the accident, the Insurer shall provide the insured with transfer, by the means of transport it considers most appropriate, to their usual place of residence or to the destination of their trip, **as long as the distance from the usual place of residence stated in the policy or travel destination is less than 20 km away, and in the latter case, provided that the expenses incurred travelling to the travel destination, do not exceed those incurred in returning to their place of residence.**

1.2. Total travel assistance

1.2.A. Travel assistance to the insured vehicle

Vehicle

The insured vehicle whose registration number appears in the Special Conditions of the automobile insurance policy taken out with **Línea Directa**.

Territorial scope

Vehicle assistance will cover all of Spain, Europe and countries included in the Green Card area. Assistance is provided from km 0, i.e. from the place of residence of the insured, except in cases where expressly stated otherwise.

Services

Article 5. Emergency repair in the place of immobilization of the vehicle

When the insured vehicle is immobilized, **Línea Directa** will provide the technical assistance necessary to attempt an emergency repair on the spot to enable the vehicle to start or continue, provided that this repair does not exceed 30 minutes. If the repair cannot be completed in a maximum of 30 minutes, the terms of the following article shall apply.

When the immobilization is due to lack of fuel, **Línea Directa** will tow the vehicle to the nearest petrol station.

In the event of a tyre blowout or puncture, **Línea Directa** will seek the necessary help to replace the above with a spare or to transport the motorcycle to the nearest garage.

This specifically excludes the cost of fuel and of the spare parts required to carry out such repair work, as well as any penalties which might be imposed on the driver for the vehicle's lack of fuel.

Article 6. Towing costs

In the event of accident or breakdown occurring in Spain, France, Portugal, Andorra and Gibraltar, and which prevents the insured vehicle proceeding under its own means, **Línea Directa** will meet the cost of towing the vehicle **to the garage chosen by the insured in Spain.**

If such circumstances occurred in another country other than those mentioned above and as long as it is within the territorial scope that is the object of this coverage, **Línea Directa** will meet the cost of towing the vehicle to the nearest official dealer or garage, **at a maximum distance of 100 kilometres.**

Article 7. Dispatch of spare parts

In case of a breakdown or accident **more than 25 km from the usual residence of the insured**, **Línea Directa** will dispatch the spare parts necessary to repair the vehicle by the swiftest means at its disposal. This service will be offered provided that the spare parts do not exceed a **maximum weight of 50 kg** and it is **not possible to obtain them at the place of the accident**.

Línea Directa will defray the costs of transport and, if necessary, will advance the cost of the spare parts. At the end of the trip, the insured will reimburse **Línea Directa** for this advance upon submission of invoices paid by the latter.

Article 8. Recovery

If the vehicle has an accident in which it leaves the road and cannot return under its own power, **Línea Directa** will leave it in a position to move again or be towed. **This service is available for vehicles travelling on ordinary thoroughfares to which access is lawful and possible, in accordance with the characteristics thereof, and provides cover up to a maximum of €300.**

Article 9. Lawful abandonment costs

If the cost of repairing the vehicle in the event of a breakdown or accident exceeds its market value, **Línea Directa** will defray the cost of lawful abandonment wherever it is located or, if this is not possible, the cost of transporting it to a place where it can be lawfully abandoned.

This cover applies when the insured vehicle is more than 25 kilometres from the insured's usual place of residence.

Article 10. Legal custody costs

If after a breakdown, accident, robbery or theft of the insured vehicle the vehicle has to remain in custody **more than 25 kilometres away from the insured's usual place of residence**, **Línea Directa** will defray the costs for this service **up to a maximum of 160 euros**.

Article 11. Obtaining and dispatch of duplicate keys abroad

In the event of loss or theft of the vehicle's keys outside Spanish territory and **over 25 km from the insured's usual place of residence**, **Línea Directa** will do everything in its power to obtain duplicates and dispatch them to the insured by the swiftest means possible to wherever they are.

For the purposes of this guarantee, the insured must provide identification details of the keys or the address at which duplicates may be found.

I.2.B. Travel assistance for people

The insured

Insured persons are the lawful occupants travelling in the insured vehicle on any journey.

Territorial scope

Coverage will include journeys made by the insured vehicle in Spain, Europe and countries within the scope of the Green Card system from a distance in excess of 25 kilometres from the policyholder's usual place of residence where this is in the Iberian Peninsula, and from 10 kilometres where it is in the Balearic or Canary Islands.

Services

Article 12. Assistance for people in the event of breakdown, accident or theft of the vehicle

In the event that the vehicle is immobilized due to a breakdown or accident, and if repairs cannot be completed on the same day as the incident, the insured may opt for one of the following **non cumulative services**:

- a** Accommodation in a hotel of up to 4 stars for a maximum of 4 nights.
- b** Transfer to the insured's usual place of residence or to their travel destination, **provided in the latter case that the cost does not exceed that of returning home.** Línea Directa shall determine the most suitable means of transport.
- c** Supply of a motorbike of similar characteristics to the one insured or a group C rental car with unlimited mileage **for a maximum of 24 hours.** This service is subject to availability at vehicle rental companies and to their service conditions.

Article 13. Transport costs of the insured to collect their vehicle

In cases b) and c) of the foregoing article, and once the vehicle has been repaired, Línea Directa will defray the cost of transporting the insured to collect the vehicle. The same service applies in the case of theft where the vehicle is recovered in working order:

Article 14. Costs of an extended hotel stay

If the insured becomes ill or has an accident in the course of a journey in the vehicle, such that he/she is unable to return, Línea Directa will defray the costs arising from extension of the stay in a hotel of **up to 4 stars for a maximum of 10 days**, subject to submission of a physician's report.

Article 15. Return of the hospitalised insured to their place of residence

If the insured is hospitalised, Línea Directa will meet the cost of return transport to their usual place of residence in Spain as soon as this is possible.

Article 16. Accommodation costs for other occupants of the vehicle

In the event that in the course of a journey the insured unexpectedly becomes ill or has an accident and requires hospitalisation, Línea Directa will defray the accommodation costs for the vehicle occupant at a **hotel of up to 4 stars**, until the end of hospitalization and up to **a maximum of 10 days**, subject to submission of a physician's report.

Article 17. Return of the vehicle occupant to their place of residence

When the insured has been transferred due to illness or accident and this fact prevents the occupant from returning home in the

vehicle, **Línea Directa** will transport them to their usual place of residence in Spain or to where the insured is hospitalised.

Article 18. Escort of minors or disabled people

If the insured transferred due to illness or accident was travelling as the exclusive companion of a person under the age of 18 or person whose state of health requires special care, **Línea Directa** will organize and pay for a round trip by an escort or a person designated by the insured to accompany them back to their usual place of residence in Spain.

Article 19. Dispatch of a professional driver

Línea Directa will undertake to send a driver to collect the vehicle and transport the occupant to their usual place of residence in Spain or to their destination in the following cases:

- a** If the insured driver is repatriated or transported in the conditions referred to in article 26.
- b** Death of the insured driver.
- c** Illness or accident preventing the insured from driving.

Línea Directa will defray the costs incurred by the driver, not including fuel, tolls and other costs specific to the vehicle.

Article 20. Repatriation or transport of the insured in case of death

In the event of the insured dying in the course of a journey with the vehicle, **Línea**

Directa will defray the cost of post-mortem preparation and the transport of the body from the place of death to the place of burial in Spain. **Burial and funeral expenses for the deceased are not included.**

Article 21. Transport of the occupant due to death of the insured

In the event that the deceased insured person was travelling in the vehicle with another occupant, **Línea Directa** will also defray the cost of transporting them to their place of residence in Spain or to the place of burial of the deceased.

Article 22. Return of the insured due to death of a relative

In the event that the insured has to break off a journey due to the death or serious accident or illness of his/her spouse, siblings, descendants, or family members within the second degree of consanguinity, **Línea Directa** will organise and defray the cost of transport to the place in Spain where the event concerned took place. The insured must subsequently provide evidence of the event warranting this service within a maximum of 15 days.

Línea Directa will also defray the cost, when necessary, of returning the insured to the place where he/she was before the accident, serious illness or death described in the above paragraph occurred.

Article 23. Cost of legal assistance abroad

In the event that the insured is prosecuted as a result of a traffic accident abroad, **Línea**

Directa will reimburse the costs of engaging an interpreter, solicitor and/or lawyer; **up to a maximum of €1,500.**

In all cases the choice and appointment of the interpreter, barrister or lawyer shall rest with the insured, who must present invoices in evidence of the expense.

Article 24. Advance of bail abroad

In the event that the insured is prosecuted as a result of a traffic accident abroad, **Línea Directa** will provide an advance on account to cover the cost of bail, **up to a maximum of €6,020.** Upon requesting this service, the insured must undertake in writing to return the sum advanced within a maximum of 3 months from the date of the corresponding request.

Should the sum advanced be returned directly to the insured before the expiry of three months, the insured is obliged to repay it immediately to **Línea Directa.**

Línea Directa reserves the right to ask the insured to provide some kind of surety or guarantee in respect of repayment of the advance.

Article 25. Recovery and dispatch of luggage

In the event of theft of luggage and personal effects or documents, **Línea Directa** will advise the insured on how to report the theft. Both in this case and in the case of loss or misplacement, if the objects are subsequently recovered, **Línea Directa** will have them sent to wherever the insured is or to their usual place of residence in Spain.

Article 26. Relaying of urgent messages 24 hours a day

Línea Directa will undertake to relay any urgent messages from the insured in connection with the previously stipulated events.

Article 27. Advance of funds

If during a trip abroad the insured loses cash for reasons of theft, lost luggage, illness or accident, or if the vehicle has an accident or breakdown and the insured needs funds to meet the payment of their repair, **Línea Directa** will arrange to send **up to 1,600 euros** to meet payments of necessities. Upon requesting this service, the insured must undertake in writing to return the sum advanced within a maximum of 15 days from the date of the corresponding request.

Línea Directa may ask the insured to provide some kind of surety or guarantee in respect of repayment of the advance.

Article 28. Securing safe conducts

Línea Directa will meet the costs of negotiating and securing any safe conducts that the insured may require for repatriation to Spain in the event that, as a result of an accident, theft or robbery in the course of a journey abroad, the insured is not in possession of his/her identity card, driver's licence, vehicle licence or ITV (official roadworthiness test certificate).

Línea Directa shall not be liable in respect of any damages arising from such circumstances, nor for undue use of such documents by third parties.

I.2.C. Emergency medical care

The insured

The insured are considered to be the driver stated in the Special Conditions and the lawful occupants of the insured vehicle travelling on it.

Territorial scope

Coverage will include journeys made by the insured vehicle in Spain, Europe and countries within the scope of the Green Card system from a distance in excess of 25 kilometres from the policyholder's usual place of residence where this is in the Iberian Peninsula, and from 10 kilometres where it is in the Balearic or Canary Islands.

Services

Article 29. Transport to hospital in the event of injury or illness

If in the course of a journey in the insured vehicle the insured suffers an accident or illness which in the opinion of a doctor requires transport to hospital, **Línea Directa** will organise and meet the expenses of transport by the most appropriate means to the nearest hospital that possesses the requisite facilities.

For this purpose, **Línea Directa** will provide the services of its own medical staff, who will contact the attending physician to determine the need and the most appropriate means to transport the insured to the most suitable hospital in the country where the insured first received medical attention as a result of the casualty.

Article 30. Travel of a companion in the event of hospitalisation

Where the insured has been hospitalised and **hospitalisation is expected to last for more than 2 days**, **Línea Directa** will provide return travel from Spain for a relative or another person designated by the insured to accompany them on the homeward journey.

Article 31. Cost of companion's accommodation

Where the service mentioned in the foregoing article is provided, **Línea Directa** will also meet the cost of the companion's accommodation for up to 10 days in a hotel of up to 4 stars.

Article 32. Medical costs abroad

Línea Directa will meet medical, surgical, pharmaceutical, hospitalisation and ambulance costs **incurred abroad and prescribed by a doctor**, arising from an illness or accident occurring in the course of a journey abroad by the insured, **up to a maximum of €6,020**.

Article 33. Dental treatment abroad

If in the course of a journey abroad the insured requires dental treatment, **Línea Directa** will meet the expenses of dental treatment **up to a maximum of €160**.

Article 34. Dispatch of medications abroad

If in the course of a journey abroad the insured requires medications essential to a course of medical treatment and these prove to be unavailable in the area in which they are travelling, **Línea Directa** will un-

undertake to source such medications and dispatch them to the locality in which the insured is staying. **Línea Directa** cannot accept liability for non-delivery, or delays in delivery, due to causes not attributable to **Línea Directa**. The cost of the medication is excluded from this guarantee and must be paid by the insured to **Línea Directa** upon delivery thereof.

I.2.D. Optional cover purchase replacement vehicle

The services that are defined in this section and that must be expressly purchased are complementary to those contained in the **Total Travel Assistance** type, and therefore the definitions contained in the "Travel Assistance to the Insured vehicle" section regarding the vehicle and the territorial scope are applicable.

Article 35. Replacement vehicle

If the insured vehicle is immobilized for the reasons and for the periods referred to in this article, the insured will be provided with a replacement motorcycle of up to 250 cc. This service will only be made once in each period of coverage.

Accepted immobilization causes:

Any accident which prevents the vehicle from proceeding under its own power and which requires more than 24 hours of immobilization to be repaired. In these cases, once the repair estimate is approved by **Línea Directa**, the insured will be provided with a replacement vehicle for a maximum period of 7 days. Delivery of a replacement vehicle due to any breakdown of the insured vehicle is expressly excluded from coverage.

In the event that **Línea Directa** considers the vehicle to be a total write-off, the in-

sured may have a replacement vehicle for a maximum period of 15 days. **A total write-off** means any accident in which the cost of repair exceeds 100% of its market value.

If the vehicle is stolen, a replacement vehicle will be provided when at least 24 hours have elapsed after the theft is reported until the stolen vehicle is recovered, for a maximum period of 15 days. Before requesting this service, the insured must send details of the theft to **Línea Directa** together with the police report form.

The payments listed in this article are not cumulative amongst themselves, nor with those described in Article 8 c) and are subject to the availability of car rental companies in the area and their contract terms.

All the time periods refer to consecutive calendar days. **Línea Directa** will only accept services requested from and authorised by its Assistance centre.

Conditions of service:

- a** The driver must meet requirements relating to age and possession and validity of the type of license required for the vehicle in question.
- b** **Línea Directa** will offer, in the first place, delivery of a replacement motorcycle, with a maximum of up to 250 cc. In case of unavailability, such coverage would be replaced by a replacement car from Group C as a maximum.
- c** The impossibility of delivery of a replacement vehicle according to the above section for any reason will entail delivery by **Línea Directa** of financial compensation of €35 per day, up to the maximum number of days covered for each cause of immobilisation.

- d** The collection and return of the replacement vehicle will only take place at the offices of the rental company in the province declared as a riding area by the insured.
- e** The replacement motorbike provided will have the Mandatory Civil Liability Insurance taken out by the rental company, according to current legislation. Any damage to the replacement vehicle will be borne by the insured.
- f** In case of delivery of a replacement car, it will have the Mandatory and Voluntary Civil Liability Insurance and other cover established, if any, by the rental company itself.
- g** The insured will bear the cost of expenses that may be generated by the use of the replacement vehicle. In no case will fuel be covered.
- b** Travel or accommodation costs not expressly specified herein.
- c** Mountain, sea or desert rescue.
- d** Expenses incurred in relation to any kind of prosthesis, or the supply or replacement of spectacles or contact lenses.
- e** Births and pregnancies from the sixth month onwards.
- f** Medical or pharmaceutical fees of any kind costing less than €20.
- g** Losses resulting from negligence or bad faith on the part of the insured, their successors or the people travelling with them.

1.3. Exclusions from the travel assistance coverage: urban travel assistance and total travel assistance

Article 36. Exclusions

In addition to the general exclusions for voluntary purchase set forth in article 47 of the General Conditions of the Policy, and with the exception of those concerning breakdowns or lack of maintenance, the following events are excluded from coverage under the Urban Travel Assistance and Total Travel Assistance policies:

- a** Assistance to a vehicle which is on roads which are impassable or to which access is unauthorised or forbidden.

Contact Telephones

(Hours of Operation: Monday-Friday 9:00-19:00 • Saturdays: 9:00-13:00)



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